



## CWS Preferred Service Provider Agreement

This agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between Computer Warranty Services, LLC. (hereinafter referred to as ("*CWS*")) and \_\_\_\_\_, (hereinafter referred to as ("*PSP*")), located at (Address): \_\_\_\_\_, (City): \_\_\_\_\_, (State): \_\_\_\_\_ (Zip): \_\_\_\_\_. Preferred Service Provider's telephone number: ( ) \_\_\_\_\_, PSP fax number: ( ) \_\_\_\_\_, Email Address \_\_\_\_\_

Whereas, *CWS* is engaged in the business of providing extended equipment service program agreements and wishes to engage *PSP* as service agent within the agreed service area.

Therefore, for good and valuable consideration the two parties agree as follows:

### **A. APPOINTMENT AS AUTHORIZED PREFERRED SERVICE PROVIDER**

*CWS* hereby appoints \_\_\_\_\_ to render service in accordance with the provisions of this agreement. \_\_\_\_\_ hereby accepts this appointment and agrees to said provisions.

### **B. Disclaimer:**

\_\_\_\_\_ and/or its representatives shall not make any representations as to the level of service provided by *CWS* to any customer or potential customer other than those services published by *CWS* in its sales literature and/or service agreements.

### **C. PSP DUTIES**

1. Provide prompt service to *CWS* customers. If the call is accepted, *PSP* must be on-site within twenty-four (24) business hours. Normal business hours are Monday-Friday, 8:00 a.m. to 5:00 p.m. excluding holidays.
2. Follow response and reporting service guidelines established by this agreement.
3. Follow Call Guidelines as detailed in Attachment "A".
4. Maintain a level of knowledge adequate to meet the level of service required by *CWS*. *PSP* should be proficient in but not limited to troubleshooting, parts replacement, setup and configuration of the products listed in the Products Serviced section of this agreement.
5. *PSP* will not portray *CWS*, any manufacturer, reseller, dealer or their associates in a negative manner. *PSP* must notify *CWS* immediately upon knowledge of any conflict of interest.
6. Submit reports and forms to *CWS* as may be requested from time to time.
7. All representatives of *PSP* are to conduct themselves in a professional and courteous manner. No smoking at any customer location. All representatives are to be professionally attired for working in a business office as accepted in their business area.
8. When and wherever possible we ask that all materials and/or cleaning items be checked for safe environmental use. We also favor your recycling of all disposable materials when available.

### **D. PAYMENT FOR SERVICE AND PARTS**

1. A call will be marked as billable and *PSP* may invoice *CWS* for payment if one of the following criteria is met.
  - a. The equipment and all of its components covered by any *CWS* contract are returned to an operational status and *PSP* has followed Call Guidelines as outlined in Attachment "A" to the best of their ability.



- b. The PSP determines the parts ordered do not resolve the call and orders the parts necessary to return the equipment to an operational status and PSP has followed Call Guidelines as outlined in Attachment "A" to the best of their ability. This will be determined at the time the equipment is returned to an operational status.
2. All calls made in the Standard Service Area will be billable at **\$ 65.00** for the first hour and **\$45.00** additional hours required outside the scope of this agreement will be negotiated and agreed to at such time service is requested.
3. Parts required for **CWS On-Site Warranty** clients will normally be shipped direct to the client's location by the original equipment manufacturer. **CWS** will request parts shipment.
4. Parts requested for the **CWS** clients may at **CWS** option be shipped to the client's location or supplied by the PSP. If supplied by PSP, price must be approved by **CWS** prior to installation. PSP may invoice **CWS** at agreed-to price.
5. Invoices may be Emailed to Computer Warranty Services, to [invoices@computerwarrantyservices.com](mailto:invoices@computerwarrantyservices.com). Invoices will be paid via paypal or mail within 24 to 48 hours the completion of job..

**E. TERM AND TERMINATION**

**CWS** will automatically renew this Agreement on an annual basis at the prices, terms and conditions then in effect, unless the PSP requests in writing thirty days prior to end of the Term that the Agreement not be renewed. **CWS** will notify PSP of any changes in prices, terms and conditions thirty (30) days prior to the end of the Term of the Agreement.

1. This Agreement may be terminated by a party for cause immediately upon the occurrence of any of the following events:
  - a. If the other ceases to do business, or otherwise terminates its business operations;
  - b. If the other breaches any material provision of this Agreement, the Party desiring to terminate has delivered to the breaching party a written demand that the breaching party cure the breach, and the breaching party has failed to cure such breach within thirty (30) days [ten (10) days in the case of a failure to pay amounts due under this Agreement] after receipt of the demand; or
  - c. If the other shall seek protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other [and not dismissed within one hundred twenty (120) days].
2. Neither party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party which complies with the terms of this Agreement whether or not such party is aware of any such damage, loss or expenses.
3. Termination is not the sole remedy under this Agreement and, whether or not termination is effected; all other remedies will remain available.

**F. RELATIONSHIP OF PARTIES**

The PSP's relationship to **CWS** in the performance of this agreement is that of an INDEPENDENT CONTRACTOR. All personnel performing services shall at all times be under the PSP's exclusive control and direction and shall be employees of the PSP and not of **CWS**. The PSP shall cover or insure all of its employees performing services in compliance with applicable worker's compensation or employer's liability insurance laws. The PSP shall not have the authority to bind **CWS** in any manner.

**G. MISCELLANEOUS PROVISIONS**

1. PSP shall not assign its interest under this agreement without prior written consent of **CWS**.



**H. PRODUCTS SERVICED** (Manufacturer's name if applicable)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I. SERVICE AREA** (The following Postal Codes apply)

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**J. FEDERAL TAX ID NUMBER**

IT IS MANDATORY THAT WE HAVE YOUR FEDERAL TAX ID NUMBER IN ORDER FOR YOU TO RECEIVE PAYMENT ON ANY SERVICES RENDERED. (SEE PAGE 5)

EIN# \_\_\_\_\_

**ATTACHMENT A**

**CALL GUIDELINES**

**PSP service call guidelines**

- A. A work order will be faxed with the name, address, etc-and the authorization #.
- B. PSP must contact the client within one (1) business hour and give an estimated time of arrival.
- C. PSP must be on-site within twenty-four (24) hours. The only exception is if the client's schedule does not permit. normal business hours are defined in Paragraph C.1 of this Agreement.
- D. Once on-site, PSP will familiarize themselves with the problem and take quickest path to returning the equipment and all of its components covered by CWS contract to an operational status. Tech may call CWS for assistance during hours included in CWS.
- E. PSP will only replace faulty or defective parts.

**NOTE:** On most CWS warranty agreement calls, the parts will be shipped by the OEM and be at the customer's site. Once on site verify the parts are on site to the work order. Indicate Y=Yes (used part), N=No (did not use part), N/A=No part sent when closing call.

- F. When equipment is returned to an operational status, PSP will label replaced parts as "Bad" and parts not replaced as "Good", box up the parts and attach enclosed shipping label.
- G. PSP will then call the CWS Help Desk from the customer's site to close call and provide the tracking number.
- H. If PSP is not able to return equipment and all of its components covered by a CWS contract to an operational status, he/she should troubleshoot to determine the correct parts needed and contact the CWS Help Desk to arrange for the shipping of correct parts.
- I. CWS insists on a code of ethics by its PSP's that the PSP service personnel will make no commentary as to the type and quality of the equipment they are asked to service. Further, at no time should they use the service call as a means to create a sales opportunity.



I have read and Agree to abide by *CWS's* Service Provider Agreement as stated above:

**"PSP"**

**"CWS"**

Company: \_\_\_\_\_

Computer Warranty Services, LLC.

Officer: \_\_\_\_\_

Joyce B. Collins/s (Name)

Signature: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\*(Print, sign, date & copy and fax to CWS at 512-692-2857 a CWS signed copy will be sent back to you for your files).