



ACH APPLICATION AND PAYMENT TERMS AGREEMENT

COMPANY INFORMATION (Complete legal name of entity. If corporation, use EXACT registered corporate name.)			
Company		DBA	
Billing Address		City	State
Telephone No.		Contact Person	Title
Fax No.	Email Address for Billing/Invoice Recipient (ExcalTech emails all invoices)		
Nature of Business	Business Type: <input type="checkbox"/> LLC <input type="checkbox"/> Corp. <input type="checkbox"/> Partnership <input type="checkbox"/> Non-Profit Corp. Registered in the State of _____		No. Years in Business
Date of Incorporation	City/State of Incorporation	Federal Tax Identification No.	

BANK ACCOUNT INFORMATION TO BE USED FOR PAYMENT CHARGES		
Name on Bank Account	Bank Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Bank Routing Number
Bank Phone Number	Type of Account: <input type="checkbox"/> Personal <input type="checkbox"/> Business	Bank Account Number
Authorized Signature		

By affixing their signature below, the undersigned and Company identified above (hereinafter, "Customer") agrees:

- 1) The foregoing information is accurate.
- 2) To pay when due all invoices from Excalibur Technology Corporation, and unless otherwise specified:
 - a. All charges will be billed to above bank account until notice to stop is sent to Excalibur Technology Corporation via Certified Mail.
 - b. A charge of \$25.00 will be assessed in addition to any fees charged by bank for declined payments or bank account overdraft.
 - c. To immediately issue a valid check payment if above bank account payment is not able to be processed.
- 3) To pay all delinquent invoices at the maximum interest rate allowable by law plus a \$25.00 late fee per invoice.
- 4) To pay all attorney, court and collection agency fees in the event of non-payment. The undersigned agrees that by execution hereof, he, she or they are personally liable, jointly and severally, with the Customer as guarantee for the payment of all indebtedness or liabilities incurred pursuant to this agreement. Demand for payment & notice of indebtedness and default are expressly waived.
- 5) Excalibur Technology Corporation may check all trade and bank references listed on this application. Customer requesting an account hereby authorizes release of any information to Excalibur Technology Corporation for determining credit eligibility.
- 6) **NON-SOLICITATION AND NON-EMPLOYMENT OF EMPLOYEES:** Without the prior written consent of Excalibur Technology Corporation, Customer shall not employ, attempt to employ or solicit for employment, directly or indirectly, any employee of Excalibur Technology Corporation, whether that employee has provided service to Customer or not. This prohibition shall remain in effect as to each such employee for a period of two years after the date on which such employee was last employed by Excalibur Technology Corporation. Should Customer violate this provision, Customer shall pay to Excalibur Technology Corporation, as liquidated damages, an amount equal to eighteen months' earnings paid by Excalibur Technology Corporation to such employee, including but not limited to salary, bonus and commissions, plus any costs or expenses (including reasonable attorneys' fees) incurred by Excalibur Technology Corporation in enforcing this provision.

 Authorized Signature

 Printed Name

 Title

 Social Security Number

 Date