



EXCALTECH®
Making IT Simple

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CREDIT CARD AUTHORIZATION AND PAYMENT TERMS AGREEMENT

COMPANY INFORMATION (Complete legal name of entity. If corporation, use EXACT registered corporate name.)				
Company		DBA		
Billing Address		City	State	Zip
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.	

CREDIT CARD INFORMATION TO BE USED FOR PAYMENT OF CHARGES				
Name as it Appears on Card	<input type="checkbox"/> VISA <input type="checkbox"/> MC <input type="checkbox"/> AMEX <input type="checkbox"/> DISCOVER		Credit Card Number	
Billing Address of Card	City	State	Zip	Billing Phone No.
Name of Bank Issuing Card	Bank No. Shown on Card	Expiration Date	Cardholder's Title	
Cardholder Signature		CVV (3 or 4 security code on front or back of card)		

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, and unless otherwise specified:
 - a. All charges will be billed to above credit card until notice is sent to Excalibur Technology Corporation via Certified Mail.
 - b. A charge of \$25.00 will be assessed on any fees declined by bank due to credit card overdraft.
 - c. To immediately issue ACH payment if credit card payment cannot 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) Customer understands that all Excalibur Technology Corporation quotes and invoices have a built-in 3.5% ACH / Company Check payment discount applied to them. By selecting to pay by credit card, this 3.5% discount will be added back to the post-tax invoice total and charged to the credit card without further notice to client. Client authorizes this lost discount to be added back to the invoice for payment processing.
- 7) **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

Date