



**COD APPLICATION AND PAYMENT TERMS AGREEMENT**

<b>COMPANY INFORMATION</b> (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: ___ LLC ___ Corp. ___ Partnership ___ Non-Profit Corp. Registered in the State of _____	No. Years in Business	
Date of Incorporation	City/State of Incorporation	Federal Tax Identification No.	

<b>TRADE REFERENCES – TWO YEAR HISTORY</b>			
Name of Supplier	City/State	Telephone No.	Contact Person
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By affixing their signature below, the undersigned and Company identified above (hereinafter, "Customer") agrees:

- The foregoing information is accurate.
- To pay when due all invoices from Excalibur Technology Corporation, and unless otherwise specified:
  - All equipment, service and labor is C.O.D. Labor must be paid for on a daily basis. If a project spans multiple days, payment is due at the end of each day of work and will be collected before we leave.
  - A charge of \$25.00 will be assessed on any checks returned from the bank.
- To pay all delinquent invoices at the maximum interest rate allowable by law.
- 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.
- 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 eligibility.
- 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