

## Business Credit Terms and Conditions

The parties expressly agree that in the event Seller extends business credit to Applicant under an Application, these Business Credit Terms and Conditions ("Credit Terms") shall apply to any and all transactions for the sale and purchase of Products, Software and/or Services by Applicant from Seller in connection with any Order, regardless whether the amount or terms of credit provided by Seller to Applicant are altered pursuant to the terms hereof, and are expressly incorporated by reference into and subject to Seller's Terms and Conditions of Sale ("Terms") published at [www.accu-tech.com/termsandconditions](http://www.accu-tech.com/termsandconditions). If Seller extends credit to Applicant, Applicant shall then be referred to as Customer or Buyer in such Terms. The Terms are also expressly incorporated by reference to these Credit Terms and are binding on Applicant as if set forth in full. If a conflict arises between these Credit Terms and the Terms, the Terms shall prevail unless otherwise expressly agreed in writing by authorized representatives of the parties. Any capitalized terms used herein and not defined shall have the meaning set forth in the Terms.

1. Seller and any of its parent companies, subsidiaries, affiliates, employees, officers or agents (collectively, "Seller's Parties") are authorized to contact the trade and bank references identified in the Application and to obtain such additional information as they may require concerning Applicant's creditworthiness, and Applicant hereby waives any and all claims against, and fully releases from liability, any and all Seller's Parties with respect to any such inquiry.

2. Any representatives of any of the trade or bank references identified in the Application are authorized to disclose to the Seller's Parties any information pertaining to Applicant's credit history requested by any Seller's Parties, including, without limitation, information regarding Applicant's loans, accounts, purchases or other financial transactions involving the bank or trade reference in the past, present and future, and Applicant hereby waives any and all claims against, and fully releases from liability, any such representatives with respect to any such disclosure.

3. Upon approval of Applicant's Application, Seller, in its sole and absolute discretion, will assign Applicant a maximum credit line and shall have the right to increase, decrease, modify, suspend, cancel or terminate Applicant's credit privileges or to require guarantees, security or payment at any time without prior notice to Applicant, except as otherwise provided by law.

4. If Applicant's Application is not approved in full or if any other adverse action is taken with respect to Applicant's credit with Seller, Applicant has the right to request within sixty (60) days of Seller's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request.

5. At any time throughout the period during which Seller has extended business credit to Applicant for which Seller has not yet been reimbursed, Seller may obtain credit reports (including, without limitation, consumer credit reports) regarding Applicant, as well as its principal(s), proprietor(s) and/or guarantor(s) in connection with the extension or continuation of business credit provided by Seller to Applicant pursuant to or in connection with this Application. Applicant hereby consents to the use of any such credit report consistent with the federal Fair Credit Reporting Act as set forth in 15 U.S.C. §§ 1681 et seq. Furthermore, Seller is authorized to share information regarding the extension of business credit to Applicant pursuant to the Application, including, without limitation, Applicant's future credit record with Seller, with any credit-reporting agency.

6. Applicant shall immediately notify Seller of any agreement to sell or otherwise transfer ownership or possession of more than 20% of Applicant's assets or business or to sell more than 20% of the capital stock or other ownership interest of Applicant.

7. Applicant shall give Seller at least 15 calendar days' prior written notice of any development that may adversely affect Applicant's financial condition, including, without limitation, (a) the institution by or against Applicant of bankruptcy proceedings or any other procedure for settlement of debts, (b) Applicant's making an assignment for the benefit of its creditors, (c) Applicant's inability to pay Applicant's expenses as they accrue due to lack of sufficient funds, (d) Applicant's dissolution or other event pursuant to which it ceases to do business, and (e) any change in the business form in which Applicant conducts business, such as (i) the incorporation of a sole proprietorship, (ii) the addition of a partner to a partnership, limited partnership, limited liability partnership, or a limited liability limited partnership, or (iii) the addition of members to a limited liability corporation. Applicant agrees to neither order nor accept Products, Software and/or Services from Seller while Applicant is insolvent within the meaning of Section 1-201(23) of the Uniform Commercial Code ("UCC"). Every Order placed or delivery accepted, while Applicant is insolvent shall constitute a written misrepresentation of solvency to Seller within the meaning of UCC Section 2-702(2). Any notice provided hereunder will be sent by courier or U.S. first-class mail (postage prepaid and return receipt requested) to: Accu-Tech Corp, Attn: Financial Services, 11350 Old Roswell Rd, Suite 100, Alpharetta, GA 30009.

8. Upon Seller's request at any time, Applicant shall provide Seller, within ten (10) business days, Applicant's most current regularly-prepared financial statements, including, without limitation, a full and complete statement of Applicant's current assets and liabilities.

9. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission, ECOA Compliance, Washington, DC 20581.

10. To secure the full and timely payment by Applicant to Seller of all now-existing and hereafter-arising amounts due Seller under any Order and/or SOW, Applicant hereby grants to Seller a priority security interest in and lien on and to all Products, Software and/or Services sold to Applicant by Seller from time to time, and all other assets of Applicant, including, without limitation, all of Applicant's now-existing or owned or hereafter-arising or acquired (a) accounts; (b) goods for sale, lease or other disposition by Applicant which have given rise to accounts and have been returned to

or repossessed or stopped in transit by Applicant; (c) chattel paper, electronic chattel paper, tangible chattel paper, documents of title, instruments, documents, general intangibles, payment intangibles, letter of credit rights, letters of credit and supporting obligations; (d) goods, including, without limitation, inventory, equipment, fixtures, trade fixtures and vehicles; (e) investment property; (f) deposits, cash and cash equivalents and any property of Applicant now or hereafter in the possession, custody or control of Seller; (g) deposit accounts held with any depository institution; (h) all other personal property of Applicant of any kind or nature; and (i) all commercial tort claims (collectively, the "Assets") and all cash and non-cash proceeds of all of the Assets, including, but not limited to, proceeds of all insurance policies insuring the foregoing. Applicant hereby authorizes Seller to file and perfect any and all statutory lien rights and any rights under indemnity or performance bonds at any time following submission of this Application, regardless of whether payment is due to Seller under Seller's payment terms with Applicant. Applicant shall execute and deliver to Seller, at any time and from time to time, all agreements, instruments, documents and other written matter (the "Supplemental Documentation") that Seller may request, in form and substance acceptable to Seller, to perfect and maintain perfected Seller's priority security interest and lien in and to the Assets and/or other lien or bond rights provided herein, and to otherwise consummate the transactions contemplated by this paragraph. Applicant hereby irrevocably makes, constitutes and appoints Seller, and all persons designated by Seller for that purpose, as Applicant's true and lawful attorney and agent-in-fact to sign the name of Applicant on the Supplemental Documentation if required, and to deliver such Supplemental Documentation to such persons as Seller may reasonably elect. Applicant hereby authorizes Seller to prepare and file any UCC financing statements, amendments to UCC financing statements and any other filings or recordings in all jurisdictions Seller deems appropriate without Applicant's signature and authorizes Seller to describe the collateral in such financing statements in any manner Seller deems appropriate.

11. Applicant shall pay any Seller invoice within thirty (30) days from invoice date without any right to offset, counterclaim, holdback or deduction. Applicant must provide notice of any payment dispute within ten (10) days of the date of the invoice or Applicant waives any right to dispute such invoice; however, any such dispute shall not delay timely payment to Seller. Seller reserves the right to require guarantees, security or payment in advance of shipment from Applicant. In the event Applicant fails to pay the total sums due on an invoice by the due date, the entire outstanding balance due to Seller on all invoices shall be accelerated and become due in full immediately and the maximum allowable charge and/or interest allowed by applicable laws shall be applied to all past due accounts commencing from the due date of the invoice until paid. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to suspend performance of any outstanding Orders or SOWs and to recover reasonable attorneys' fees and/or other expenses incurred collecting all outstanding sums from Applicant or otherwise enforcing or successfully defending these Terms. Seller may set off any amount due from Applicant from any amounts due to Applicant.

12. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, BUSINESS OR REVENUE, DELAY DAMAGES, OR ANY OTHER SPECIAL, INCIDENTAL, LIQUIDATED, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. FURTHERMORE, TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY ON ANY CLAIM ARISING OUT OF OR CONNECTED WITH THESE CREDIT TERMS OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS, SOFTWARE, OR SERVICES, WHETHER IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), MISREPRESENTATION, BREACH OF CONTRACT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCTS, SOFTWARE, AND/OR SERVICES GIVING RISE TO THE CLAIM.

13. These Terms shall be governed according to the substantive laws of the State of Georgia, without regard to principles of conflicts of law. If any issue, dispute or controversy, including with respect to the interpretation of these Terms, shall arise with respect to these Terms, Applicant hereby consents to (i) the exclusive jurisdiction and venue of the state or federal courts located in Atlanta, Georgia and shall not contest or challenge the personal jurisdiction or venue of such courts, and (ii) extra-territorial service of process. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING IN OR IN CONNECTION WITH THESE TERMS AND THE TRANSACTIONS CONTEMPLATED HEREIN.** Notwithstanding the foregoing, if Seller is sued in any other jurisdiction or forum (including but not limited an arbitration proceeding) for matters related to any Products or Services sold to Applicant, Seller shall have the right to join Applicant as a party to any such proceeding, and Applicant hereby consents to such joinder.