

# TyrrellTech

Digital Printing Systems Sales & Support  
**Credit Application**

Company Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Federal Tax ID \_\_\_\_\_  
Type of Business \_\_\_\_\_  
Number of Employees \_\_\_\_\_  
Type of Products that you will purchase \_\_\_\_\_  
Amount of credit requested \_\_\_\_\_

Trade References:

Reference #1 Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_

Reference #2 Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_

Reference #3 Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_

Bank References:

Reference #1 Name of Bank \_\_\_\_\_  
Account # \_\_\_\_\_  
Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_

Reference #2 Name of Bank \_\_\_\_\_  
Account # \_\_\_\_\_  
Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_

### **Terms and Conditions**

**1. Agreement** These General Terms and Conditions form a material agreement between TyrrellTech (“TyrrellTech”) and you, the client (“Client”). These General Terms and Conditions, as amended from time to time by TyrrellTech, unless otherwise agreed in writing, shall apply to all current and future transactions between TyrrellTech and Client. There are no prior or contemporaneous, oral or written, representations, understandings or agreements which are not fully expressed in this Agreement. In the event of a conflict between these General terms and Conditions and any other document these General Terms and Conditions shall control. This Agreement shall be binding and upon and inure solely to the benefit of the parties hereto and their successors and permitted assigns, and nothing in this Agreement shall

confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**2. Relationship of Parties** TyrrellTech, in furnishing services to the Client, as an independent contractor. TyrrellTech does not undertake to perform any regulatory or contractual obligation of the Client or to assume any responsibility for the Client's business or operations. TyrrellTech shall supervise, perform or cause to be performed all work to be accomplished by TyrrellTech and may call upon expertise and/or assistance of any other independent contractor.

**3. Warranties** Notwithstanding anything to the contrary contained in this Agreement, TyrrellTech makes no warranties, express or implied, or whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose. Client acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.

**4. Indemnity** TyrrellTech and the Client each agree to indemnify, defend and hold harmless the other from and against any and all amounts payable under any judgment, verdict, court order or settlement for death or bodily injury or the damage to or loss or destruction of any real or tangible personal property to the extent arising out of the indemnitor's negligence.

**5. Limitation of Liability** The collective liability arising out of or relating to this Agreement, including without limitation on account of performance or nonperformance of obligations hereunder, regardless of the form of the cause of action, whether in contract, tort (including, without limitation, negligence), statute or otherwise, shall in no event exceed the amounts to be paid to TyrrellTech under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY NOR ITS AFFILIATES SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM OR FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF ANY PRODUCT, SYSTEM, APPLICATION OR COMPONENT, TO ACCURATELY PROCESS DATE DATA, FOR EXAMPLE, BETWEEN THE TWENTIETH AND TWENTY-FIRST CENTURIES, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN APPRIEZED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. TYRRELLTECH SHALL NOT BE RESPONSIBLE FOR THE COSTS OF RECOVERING, REPROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA USED IN CONJUNCTION WITH PRODUCTS SOLD BY DCS WHETHER OR NOT ANY PARTY HAS BEEN NOTIFIED OF THE POTENTIAL FOR SUCH DAMAGE. No action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

**6. Payment**. Client shall make payment under this Agreement within thirty (30) days of receipt of goods or completion of the services as the case may be. Interest will accrue, immediately, in the amount of 18% compounded annually, on any amount not paid in accordance with this Agreement. Client agrees to pay any reasonable costs, including, but not limited to, reasonable attorney's fees of twenty-five percent (25%) of any amount due and owing, and court costs incurred by TyrrellTech to collect any amount unpaid under this Agreement. All returned checks shall be subject to an additional charge of Twenty-five Dollars (\$25.00).

**7. Ownership and Security Interest**. (A)a) Title to all written material, originated and prepared for the Client under this Agreement, shall belong to the Client. However, TyrrellTech's working papers and TyrrellTech Confidential Information (as defined below) belong exclusively to TyrrellTech. The ideas, concepts, know-how, techniques, inventions, discoveries, improvements and other information relating to information processing, telecommunications or business process re-engineering or design, developed during the course of this Agreement by TyrrellTech and/or Client personnel, may be used by either party, without an obligation to account in any way it deems appropriate, including without limitation by or for its clients or customers, notwithstanding any provisions in this Agreement to the contrary. TyrrellTech is in the business of providing consulting services and developing computer software for a wide variety of clients and the Client understands that TyrrellTech will continue these activities. Accordingly, nothing in this Agreement shall preclude or limit TyrrellTech from providing consulting services and/or developing software or materials for itself or other clients, irrespective of the possible similarity of screen formats, structure, organization and sequence to materials which might be delivered to the Client.

(B) Should this Agreement include the sale of goods, title and ownership of the goods shall remain vested in TyrrellTech until delivery and acceptance by Client and receipt of payment in full by TyrrellTech; at which time, title, ownership and license rights shall vest in Client free and clear of any lien or encumbrance. Until such time as title, ownership and license rights shall vest in Client, TyrrellTech shall retain a valid, perfectible security interest in the goods in the possession of

Client which are the subject of this Agreement. Client hereby agrees, without requiring further consent, authorization or notice, to the filing of appropriate financing statement by TyrrellTech covering the aforementioned goods. Client shall execute such documentation as TyrrellTech requires for the documentation, filing or recordation of any security interest including any security agreement or financing statement.

(C) TyrrellTech agrees that all financial, statistical, marketing and personnel data relating to the Client's business, and other information identified as confidential by the Client are confidential information of the Client ("Client Confidential Information"). The Client agrees that any information identified by TyrrellTech as confidential is confidential information of TyrrellTech ("TyrrellTech Confidential Information"), including any quotes or proposals and the contents of this Agreement. Client Confidential Information and TyrrellTech Confidential Information are collectively referred to as "Confidential Information". Each party shall use Confidential Information of the other party which is disclosed to it only for the purposes of this agreement and shall not disclose such Confidential Information to any third party, without the other party's prior written consent, other than to TyrrellTech's subcontractor's and to each other's employees on a need-to-know basis. Each party agrees to take measures to protect the confidentiality of the other party's Confidential information that, in the aggregate, are no less protective than those measures it uses to protect the confidentiality of its own Confidential Information, but at a minimum, each party shall take reasonable steps to advise their employees (and, in the case of TyrrellTech, its subcontractors) of the confidential nature of the Confidential Information and of the prohibitions on copying or revealing such Confidential Information contained herein. TyrrellTech and Client each agree to require that the other party's Confidential Information be kept in a reasonably secure location. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be obligated to treat as confidential, or otherwise be subject to the restrictions on use, disclosure or treatment contained in this agreement for any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is generally known or easily ascertainable by non-parties of ordinary skill in computer process design or programming or in the business of the client; (3) is released by the Disclosing Party to any other person, firm or entity (including governmental agencies or bureaus) without restrictions; (4) is independently developed by the recipient without any reliance on Confidential Information; or (5) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from a non-party. Neither party will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own confidential information.

**8. Deliverables, Misc.** Client will notify TyrrellTech in writing within ten (10) working days of its receipt of any non-acceptance of any goods or TyrrellTech work under this Agreement. If the goods or work is not accepted, the notice will specify in reasonable detail the reasons that the work fails to meet the requirements described in this Agreement in all material aspects. Acceptance by Client will not be unreasonably withheld. The passage of ten (10) working days without notice of nonacceptance by Client, or use by Client of the goods or work, will constitute acceptance by Client of the work. TyrrellTech will take reasonable measures to remedy any failure of the work to meet the requirements described in this Agreement in all material respects. The parties agree that a date or schedule contained in this Agreement is important to achieve, but nonetheless represents an estimate and will likely be revised during the course of carrying out the services. However, TyrrellTech will use reasonably practical and diligent efforts to achieve the date or schedule.

**9. Choice of Law** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to the conflicts of laws provisions thereof. TyrrellTech and Client consent to the exclusive jurisdiction of the courts of the State of Maryland for any dispute arising out of their relationship, including violation of this Agreement. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

I represent that the above information is true and is given to extend credit to the applicant. My company and I authorize to make such credit investigation as sees fit, including contacting the above trade references and banks and obtaining credit reports. My company and I authorize all trade references, banks and credit reporting agencies to disclose to any and all information concerning the financial and credit history of my company and myself.

Please refer to attached terms and conditions. If you would like to keep a credit card on file, please provide the information here:

Credit Card Number: \_\_\_\_\_ Expiration: \_\_\_\_\_ Name: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_