

**BROADWIN TECHNOLOGY, INC.**

111 Deerwood Dr., Suite 250, San Ramon, California 94583  
Phone (925) 362-4592  
Fax (925) 362-9904

**Office Use Only**

Ship Date \_\_\_\_\_  
Order Amount \_\_\_\_\_  
Sales Rep \_\_\_\_\_

**APPLICATION FOR CREDIT**

**Monthly Credit Desired:** \_\_\_\_\_ **Annual forecast amount:** \_\_\_\_\_  
**Have you ordered from Broadwin in the past ?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No** \_\_\_\_\_  
**If YES, under what name?** \_\_\_\_\_

Name of Firm: \_\_\_\_\_  
Physical Address: \_\_\_\_\_ P.O. Box \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Tax ID# : \_\_\_\_\_  
Location of Headquarters/Parent Company: \_\_\_\_\_  
Years in Business \_\_\_\_\_

Corporation \_\_\_\_\_ Joint Venture \_\_\_\_\_ Partnership: General \_\_\_\_\_ Limited \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Resale #: \_\_\_\_\_ **Ohio/Connecticut/Massachusetts/Arizona/California/Iowa/  
Minnesota/North Carolina/Colorado/Florida/Georgia/Illinois/ Kansas/  
Maine/ Maryland/Michigan/Nevada/New Hampshire/New Jersey/New York/  
Oregon/Pennsylvania/Tennessee/Texas/Utah/Virginia/Washington/Wisconsin  
exemption certificates must be attached**

Principals \_\_\_\_\_  
Social Security Numbers of Principal(s) \_\_\_\_\_  
President \_\_\_\_\_ C.F.O. \_\_\_\_\_  
Controller \_\_\_\_\_ Accounts Payable \_\_\_\_\_  
**Authorized Purchasers:** \_\_\_\_\_

**PLEASE ATTACH A LIST OF FIVE TRADE REFERENCES WITH WHOM YOU HAVE ESTABLISHED CREDIT TERMS AND YOUR BANK REFERENCE. Please include name, address, phone #, fax#, the account number and credit limit.**

**AUTHORIZATION AND AGREEMENT TO TERMS**

As an agent/principal/officer of the company, I request Broadwin Tecnology, Inc. to consider my company's application for Net 30 terms and authorize my bank and trade references to provide information to Broadwin in conjunction with this application. I authorize the release of any necessary credit reports by credit reporting agencies to Broadwin Technology, Inc. for the sole purpose of determining credit worthiness.

The undersigned acknowledges that the sales personnel of Broadwin Technology, Inc. are NOT authorized to negotiate, alter, amend, or change any of the terms hereof or any agreements made by the credit department of Broadwin Technology, Inc.

Upon request, the undersigned will provide to Broadwin Technology, Inc. a full and complete statement of financial condition.

If a resale number is provided above, I certify that the software protection keys we are purchasing will be resold by us in the form of tangible personal property.

The undersigned agrees to provide thirty days written notice before any changes in ownership or material change in the information contained in this application. Written notice shall be directed to the Credit Manager.

All deliveries are Net 30 from the date of invoice, unless otherwise agreed to between agents of Broadwin Technology, Inc. credit department and our company. Any dispute with any bill that will delay payment of an invoice must be reported to Broadwin within thirty days of the invoice date. All delinquent accounts are subject to collection and/or legal action if any sum is not paid on or before the invoice due date and our company is liable for any costs/fees associated with such collection efforts. The undersigned agrees that jurisdiction and venue for any dispute under this contract are proper in Contra Costa County, State of California.

Upon execution of the first order shipped on credit terms, this document becomes a legal and binding contract for payment of all invoices executed by our company.

I verify that all the information provided is true and correct to the best of my knowledge and agree to the terms and conditions of this contract.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Title \_\_\_\_\_

**PERSONAL GUARANTEE ( If Requested by Credit Department )**

The undersigned hereby individually guarantees to Broadwin Technology, Inc. the prompt payment when due of every claim (including but not limited to service charges, reasonable attorney's fees and costs) to Broadwin Technology, Inc. which may hereinafter arise in favor of Broadwin Technology, Inc. against the customer. The undersigned agrees to pay reasonable attorneys fees and all other costs and expenses which may be incurred by Broadwin Technology, Inc. in the enforcement of this Guarantee. This Guarantee is binding upon the undersigned and the undersigned's legal representatives and shall inure to the benefit of Broadwin Technology, Inc. and its successors and assigns.

Signature \_\_\_\_\_, Individually Date \_\_\_\_\_