



Terms and Conditions of Service

1. Luna Services, LLC and the applicant ("Customer") acknowledge that Customer desires to purchase goods and services from Luna Services, LLC on an open account. Customer agrees in consideration to the creation of the open account to be bound by the following terms and conditions. Luna Services, LLC's acceptance of this credit application constitutes acceptance by the Customer of the terms and conditions of this agreement.
2. Credit will be extended by Luna Services, LLC to Customer based on the information provided in this application, and authorizes Luna Services, LLC to check applicant's credit background and statements made on the front page hereof. Customer agrees to pay any and all charges, fees, and costs which Customer or any authorized person incurs, on the Customer's account. Unless Customer notifies Luna Services, LLC in writing within five (5) days of receipt of invoice exhibiting unauthorized use of Customer's credit via postal mail or email, Customer agrees that any other person who incurs charges on Customer's account is authorized to do so.
3. Luna Services, LLC will provide Customer, at the address set forth on the first page of this application or an email address of Customer's choosing, a statement of account each month, which will show Customer account activities, delinquency charges, and new balance. Customer agrees to notify Luna Services, LLC, in writing, of any error in the statement within five (5) days of the receipt of said statement sent to the Customer via email or postal service. If not so noticed, the statement shall be deemed to be correct and accepted as rendered. All sums owing Luna Services, LLC by Customer shall be paid in accordance with the terms and conditions expressed on the written quotation signed by Luna Services, LLC and Customer or on receipt of invoice. In the absence of such express terms and conditions, payment terms shall be Net 15, meaning payment must be rendered within fifteen (15) days of services rendered. Whether or not expressed in said quotation or invoice, all sums past due 31 days or more shall bear an interest charge at the rate of two percent (2%) per month.
4. Customers who have purchased the Remote Backup or Managed Advantaged services are billed on a monthly basis. Payment for these services is due by the date stated on the invoice which is traditionally fifteen (15) days from the billing date. All payments received after the due date are subject to the interest charge as described above. Luna Services, LLC grants a fifteen (15) day leniency period after the bill is due. Penalty fees will be assessed; however services will not be terminated until the 16th day after the bill's due date.
5. Customer agrees that in the event Luna Services, LLC incurs any costs or expenses or utilizes the services of an attorney or collection agency in attempting to collect any amounts due to Luna Services, LLC by Customer or to enforce any provision hereof, the Customer shall pay all costs and expenses so incurred, including but not limited to reasonable attorney fees, collections agency fees, whether or not an action is commenced against the Customer. Customer agrees that for and in consideration of Luna Services, LLC's extension of credit, that this agreement is to be construed under the laws of the State of New Mexico, and that if legal action is brought to enforce this agreement, that Eddy County, New Mexico shall be the exclusive jurisdiction and legal venue for said action. Customer agrees to pay a \$35.00 Service Charge on each dishonored check returned to Luna Services, LLC.
6. Customer agrees that any financial documents provided to Luna Services, LLC are true and correct, and will provide updated financial documents and statements from time to time as needed and upon request. Customer represents to Luna Services, LLC that it is solvent as of the date of this agreement and that the information attached accurately reflects the current state of the Customer as of the date of this agreement.
7. Customer acknowledges that Luna Services, LLC has the right to file a Preliminary Notice against any site to which materials have been supplied and remain unpaid. Nothing contained herein shall be construed as a Waiver by Luna Services, LLC of any lien or bond rights, or any other rights which it may now have, or hereafter acquire, by law.
8. Upon Luna Services, LLC's acceptance, this agreement embodies the complete and exclusive agreements of the parties. No promise, representative, or agreement made subsequent to the

execution and delivery hereof, by either party hereto, and no revocation, partial or otherwise, or change, amendment, addition, alteration, or modification shall be valid unless the same be in writing signed by all parties hereto, or by their authorized agents.

9. The undersigned certifies that all information listed herein is true and correct, and that the undersigned has read and agreed to all terms and conditions as noted on all parts of this agreement.

Company Name:	Date:
Printed Name/Title:	Signature:

Continuing Personal Guaranty

In consideration of the extension of credit to the Customer by Luna Services, LLC and as an inducement to Luna Services, LLC to extend credit to said Customer, the undersigned jointly and severally, irrevocably, and unconditionally guaranty the full and prompt payment of any and all sums of money as are now, or at any time hereafter may be owing to Luna Service, LLC by said Customer, as a result of Luna Services, LLC's extension of credit. By the execution hereof the undersigned intend to bind their sole and separate property as well as their interest in any community property.

The undersigned agree to hold Luna Services, LLC harmless from any loss, damage, and expenses caused or arising out of default on the part of the Customer. Luna Services, LLC may proceed against the undersigned without being required to first proceed against the Customer and may proceed against any one of the undersigned without waiving its rights to proceed against any of the remaining Guarantors.

Authorized Signer:	Date:
Printed Name/Title:	Address:
Authorized Signer:	Date:
Printed Name/Title:	Address: