

Telular's Databurst™ Cellular Services Authorized Reseller Account Application Form

DEALER INFORMATION

Company _____

Telephone _____

Contact _____

Fax _____

Address _____

Email: _____

Dealer Number _____

Dealer Number to be assigned by Telular

DEALER AGREEMENT TO TERMS AND CONDITIONS

By signature below, The Dealer confirms the truth and completeness of the above information and acknowledges he has read and accepts all Terms and Conditions on the backside of this form.

ACCEPTANCE

By _____

Date _____

Print Name _____

RESELLER INFORMATION

List name and account number of Reseller.

Company Name: _____

Reseller Account Number: _____

RESELLER AGREEMENT TO TERMS AND CONDITIONS

The undersigned principals jointly, severally, and personally guarantee payment of the open account extended to the account named above for all services.

ACCEPTANCE

By _____

Date _____

Print Name _____

Please allow up to 48 hours to have an account established. After that time, all Control Channel Telguard activation requests will be approved, allowing the units to become operational within minutes of receipt of the cellular activation form.



Fax this form to 678-945-1651



Transmitting exactly the same alarm information wirelessly – that would have been transmitted over the phone line, from any manufacturer's host Control Communicator, to any Central Station... located anywhere.

We proudly introduce Telular's DataBurst™ Cellular Service, our newest cellular service rate plan, available only on Control Channel Telguard® units purchased from participating distributors.

It's easy to get set up on Telular's DataBurst™ Cellular Service. Just fill out the Service Application on the reverse side of this form and FAX it to Telular at (678) 945-1651.

Telular's DataBurst™ Cellular Service requires: a one time activation fee and a monthly rate plan will be charged to your account allowing a specific number of Total Free Monthly Signals. If at anytime your unit exceeds the number of signals allotted for you rate plan within one billing cycle, an Excessive Signal charge will be billed to your account in arrears.

Telular's DataBurst™ Cellular Service plan is subject to execution of this Telular's DataBurst™ Cellular Service agreement on the reverse side of this form. Telular's DataBurst™ Cellular Service is available in all areas where Aeris MicroBurst™ Control Channel service is available. If application is not completely filled out, there will be an additional 24 hour activation delay.

TERMS AND CONDITIONS: This is a Master Agreement between customer ("Subscriber"), all its locations and Telular Corporation ("Company") for the provision of cellular radio telecommunication services ("Service"). This Agreement, the Service and the use of the Subscriber's Control Channel Telguard® Cellular Alarm Transmission System ("Unit") are all subject to any applicable rules, regulations and tariffs which may have been enacted by or filed with state or federal agencies and are effective from time to time.

- (a) **Availability:** Service is subject to transmission limitations caused by atmospheric or topographical conditions. Service may be refused, limited, interrupted, or curtailed without notice due to government regulations or orders. Service may also be limited based on available coverage. The MicroBurst™ Control Channel Cellular Network is rapidly expanding and may require the aid of a Telular Representative to accurately determine if there is MicroBurst™ coverage in your area.
- (b) **Use of Service:** Orders for activating, changing or terminating Service will be accepted by the Company only from Subscriber or its authorized agent. Subscriber has no proprietary or ownership rights to or interests in any cellular phone number and Company shall have the right to change cellular phone number assignments from time to time by giving notice of the change to Subscriber.
- (c) **Terms/Rates Termination:** This Agreement shall not be binding upon Company unless and until accepted and executed by an authorized employee of the Company. The term of the Agreement will commence on the date accepted by the Company and continue for 12 months, with automatic renewal by the Company for additional 12 month periods if not canceled in writing by either party 30 days prior to the end of each one year period, based on your activation date. Company reserves the right to modify its rates and methods of computing charges for Service after 30 days written notification; provided however that Subscriber shall have the right to terminate the Agreement and all its obligation hereunder, by providing written notice thereof within 30 days after receipt of any such notice from Company and after paying any charges due.

LIMITATION OF LIABILITY: Notwithstanding anything contained herein, Company's nonperformance hereunder shall be excused by act of an underlying Carrier (if any), Equipment failure. Acts of God, strikes, equipment or facility shortage, or other causes beyond Company's reasonable control, in addition, the liability of company, if any, for any mistake, omission, interruption, delay, error, defect, or other failure in its operation of service furnished, or in the transmission thereof over the facilities used in furnishing service shall in no event exceed the amount of the Monthly Service Fee to Subscriber for the said service during the period so affected, provided that no liability shall result for outages of 24 hours or less. In no event shall Company be liable to Subscriber, Subscriber's Employees, Subscriber's Agents, or Subscriber's Customers or any third party for any cost, delay or incidental general or consequential damages arising out of or in connection with Company's failure to perform under this Agreement. Company shall not be liable to Subscriber, its Employees, Agents, Customers, or any third party for injuries to person or property arising from Subscriber's use of the Unit or the service or the installation, repair or maintenance of the Unit by any parties who are not Employees, subcontractors or Agents of the Company. Subscriber agrees to indemnify and hold Company and its Officers, Employees, Agents and Affiliates and the Company's underlying Carrier harmless from and against any and all cost, expenses, acts, actions or claims, arising out of or in connection with the activities contemplated by the Agreement, whether brought by Subscriber, its Employees, Agents, Customers or any third parties unless occasioned by the sole negligence of the Company. Subscriber further agrees to pay Attorney's Fees and cost arising from any actions or claims and those incurred in establishing the applicability of this paragraph.

Customer acknowledges that the service provided by Telular Corporation hereunder is based upon MicroBurst™ Service furnished to Telular by Aeris Communications, Inc., and utilizes cellular telephone service that is furnished to Aeris by one or more participating carriers pursuant to agreements between Aeris and such Participating Carriers and is subject to the terms, conditions and limitations there in set forth. CUSTOMER FURTHER ACKNOWLEDGES THAT PARTICIPATING CARRIERS DISCLAIM ALL LIABILITY OF ANY NATURE TO CUSTOMER, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING OUT OF CUSTOMER'S USE OF MICROBURST™ SERVICE, AND CUSTOMER AGREES THAT CUSTOMER SHALL HAVE NO CLAIMS AGAINST PARTICIPATING CARRIERS OF ANY KIND WITH RESPECT THERETO.

ACCEPTANCE

By _____
Print Name _____

Date _____
FAX THIS FORM TO 678-945-1651



420 Thornton Road • Suite 109 • Lithia Springs, GA 30122
Toll-Free: 1-800-229-2326 • Local: 678-945-7770 • Fax: 678-945-7758
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**Telular's DataBurst™ Cellular Service
Authorized Account Application Form
*Installer Addendum***

USE THIS FORM TO ADD AUTHORIZED INSTALLERS TO YOUR ACCOUNT.

Dealer Number _____

Company _____

Phone _____

Contact _____

Fax _____

** List each installer's name and access number below.*

Installer Name

Installer Access Number

- 1.) _____
- 2.) _____
- 3.) _____
- 4.) _____
- 5.) _____
- 6.) _____
- 7.) _____
- 8.) _____
- 9.) _____
- 10.) _____
- 11.) _____
- 12.) _____
- 13.) _____
- 14.) _____
- 15.) _____
- 16.) _____
- 17.) _____
- 18.) _____
- 19.) _____
- 20.) _____

**Dealers can select up to eight (8) numerical characters for each installer access number.*