



TELULAR CELLULAR SERVICES

DEALER ACCOUNT APPLICATION

For DataBurst & Digital Cellular Services

DEALER BILLING INFORMATION

Dealer/Branch _____

Phone _____

Contact _____

Fax _____

Address _____

Email Address: _____

TELULAR INTERNAL USE
DEALER NUMBER: _____

Corporate Office Location _____

Check Billing Account Type:

Bill to Company Master Account

Bill to Company Branch

INSTALLER INFORMATION

USE THIS SECTION TO AUTHORIZE INSTALLERS

List each installer's name and have them pick their own personalized Installer Number (up to eight [8] numerical characters) This installer number is to assure confidentiality and is for your protection when accessing the IVR.

<u>Installer Name</u>	<u>Installer Number</u>
1.) _____	_____
2.) _____	_____
3.) _____	_____
4.) _____	_____
5.) _____	_____
6.) _____	_____
7.) _____	_____
8.) _____	_____
9.) _____	_____
10.) _____	_____

By signature below, Subscriber confirms the truth and completeness of the above information and acknowledges he has read and accepts all Terms and Conditions. The undersigned principals jointly, severally, and personally guarantee payment of the open account extended to the below named business for all services. Telular Corporation is also authorized to investigate credit history and report payment performances to credit reporting agencies.

ACCEPTANCE

By _____ Date _____

Print Name _____

Please allow up to 48 hours to have an account established. After that time, all 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.

It's easy to get set up on **Telular's Cellular Service**. Just fill out the Credit and Service Application on Page 1 of this form and FAX it to Telular at (678) 945-1651. We will process the application when credit approval is determined. At that time the status of your unit in the Communication Center will be moved up to "Pending Activation" where you can officially activate your unit through the IVR. Once activated the billing process begins.

Telular's 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 Cellular Service plan is subject to verification of credit. Requires complete execution of **Telular's Cellular Service** agreement on the reverse side of this brochure. **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 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 and National GSM Digital Cellular Network are rapidly expanding and may require the aid of a Telular Representative to accurately determine if there is MicroBurst™ or GSM Digital Cellular coverage in your area depending on the type of service desired.
- (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.
- (d) **Billing and Payment of Charges:** The Company will supply the Subscriber with a detailed bill for all ACTIVATED Units. Such bill will clearly display the unit, service plan name, total signals sent and excessive signal charges (if any) for each unit. Any charges for excessive signals are billed monthly after they are incurred. Payments are delinquent if not received by Company by the due date shown on the monthly invoice. In event payment is not received on or before the due dates, subscriber may, at Company's options, in accordance with tariffs (if any), be charged a reasonable late payment processing fee. Cellular service on accounts that remain 60 days unpaid beyond the invoice due date may be disconnected by the Company without notice. If account is disconnected for nonpayment, a fee of \$30 per unit will be charged as a reconnection fee. In the event of non-payment on an account the Company has the right to turn unpaid balances over to a collection agency for payment. Subscriber will be responsible for any collection cost and attorney fees incurred. Subscriber may, at the option of the Company in accordance with tariffs (if any), be charged a return check fee (up to the maximum permitted by law) for any check returned for insufficient funds. All amounts due Company, including disputed amounts, must be paid to Company on or before the due date set forth on the invoice. Company will make good faith efforts to resolve dispute in accordance with Company procedures or applicable tariffs (if any).

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 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 or Digital GSM Cellular Service furnished to Telular by Aeris Communications, Inc. or a National GSM Cellular Provider, and utilizes cellular telephone service that is furnished by one or more participating carriers pursuant to agreements between Aeris or a National GSM Cellular Provider 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 OF DIGITAL GSM CELLULAR SERVICE, AND CUSTOMER AGREES THAT CUSTOMER SHALL HAVE NO CLAIMS AGAINST PARTICIPATING CARRIERS OF ANY KIND WITH RESPECT THERETO.

ACCEPTANCE

By _____ Date _____

Print Name _____

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
Prices subject to change without notice. Copyright ©2004 Telular Corporation. All rights reserved.