



Triton TDL Services, Inc.  
 21405 B Street Long Beach, MS 39560  
 1-866-787-4866) or +1 (228) 575-3100

**E-mail or Fax completed form to:**

tdlgateway@triton.com  
 (228) 575-3101

**LIMITED LIFETIME WARRANTY PLAN**

The Limited Lifetime Warranty Plan provides for a replacement TDLGateway modem by Triton TDL Services, Inc. ("Triton") should such equipment fail. Triton shall not be liable to Customer or others for any losses, expenses or costs (including but not limited to any incidental, consequential or special damages) incurred by Customer or others due to breakdown or malfunction of the equipment, beyond the value of the equipment. Should a modem failure occur, Customer is obligated to contract Triton's technical support department at 800-259-6672 to report the issue. Upon Triton's diagnosis of the problem, and determination that a replacement is required, Triton will ship to Customer, by standard economy shipping and at no cost to Customer, a new or refurbished replacement TDLGateway modem (at Triton's discretion based on then available inventory). An RMA (Return Material Authorization) order will be opened by Triton's customer service department. Customer must return the faulty equipment to Triton using the prepaid shipping label and RMA provided by Triton. If Customer fails to ship the faulty equipment to Triton within 30 days of Customer's receipt of the replacement equipment, Customer shall pay Triton the sum of \$199.00 for its non-return of the faulty equipment. This limited lifetime warranty plan only covers failures of the wireless device due to design or manufacturing defects under normal use and does not cover acts of God/nature, vandalism, misuse/abuse, etc. Except as expressly stated above the warranty in this Agreement excludes any other warranties of any kind or description, including warranties of merchantability or fitness, express or implied.

**BILLING**

Company Name \_\_\_\_\_ Cust. # \_\_\_\_\_  
 Company Contact \_\_\_\_\_ PO# \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

**SHIPPING**

Shipping Address Same As Billing \_\_\_\_\_ Address Is A Residence \_\_\_\_\_  
 Shipping Method \_\_\_\_\_  
 Ship to Name \_\_\_\_\_ Ship to Phone \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**PLANS, OPTIONS, ACCESSORIES**

Unlimited Use Plan assumes that the equipment specified herein is used by Customer as intended for communicating a typical number of transactions of a single ATM with approved processors. Triton reserves the right to cancel this Agreement at any time if it determines, in its sole discretion, that Customer's use of such equipment is excessive.

Quantity	Plan Level/Equipment	Wireless Service Charge/Terms	
	Triton TDLGateway – Works with MS Windows CE ATMs over TCP/IP. Comes with magnetic antenna and Ethernet cable. <b>**No contract plan requires purchase of modem kit (\$150.00).</b>	Cost/Mo. \$24.99	Term None**
	Triton TDLGateway – Works with MS Windows CE ATMs over TCP/IP. Comes with magnetic antenna and Ethernet cable.	Cost/Mo. \$24.99	Term 1 Year
	Triton TDLGateway – Works with MS Windows CE ATMs over TCP/IP. Comes with magnetic antenna and Ethernet cable.	Cost/Mo. \$19.99	Term 2 Years

**TERMS AND CONDITIONS OF AGREEMENT**

Customer enters into this Agreement with Triton and agrees to purchase or rent the equipment described in this contract, to subscribe to the Wireless Plan as selected by the Customer in this contract, and to be bound by and subject to the following terms and conditions:

**Equipment:** Triton may fill Customer's order with new or refurbished equipment at Triton's discretion based on available inventory.

**Rental:** Customer agrees to pay Triton an up-front, one-time only rental payment of \$0.01 for Customer's use of the equipment described above for the duration of this Agreement. This agreement is not a consumer lease. Also Customer agrees the equipment is not, and shall not become, a fixture or an accession.

**Marketing:** Customer agrees to deploy the product as the Triton branded "TDL Gateway" and will not remarket the product under another name. Failure to comply with this will result in a remote shut-down of the product by Triton. **Subscription:** Customer agrees to subscribe to the Wireless Plan as selected by the Customer in this contract and to pay Triton the monthly Wireless Service Charge as stated above. The TDLGateway wireless device(s) will ship from Triton activated and billing cycle will begin at shipping confirmation.

**Payment of Charges:** The one-time only rental payment of \$0.01 and the first month's Wireless Service Charge, plus shipping and handling, will be billed to Customer and a payment will be processed by Triton to Customer's bank account via Automated Clearing House (ACH) prior to Triton's shipping of the equipment described above. Subsequent month's Wireless Service Charges for all Wireless Service Agreements entered into by Customer will be consolidated, billed, and payment will be processed via ACH to Customer's bank account on either the 5th or 20th of each month. Should the 5th or the 20th fall on a Saturday, Sunday, or Holiday, then ACH's will be processed the next business day.

**Please select which day you prefer:**  
 5th of each month \_\_\_\_\_ 20th of each month \_\_\_\_\_  
 However, Triton reserves the right to pro-rate Customer's

first month's Wireless Service Charges on Wireless Service Agreements to accommodate consolidating Customer's billing. In the event that ACH payment is returned unpaid to Triton, Customer agrees to immediately pay Triton a returned ACH fee of \$35.00 per returned item. Triton reserves the right to remotely deactivate wireless devices should Customer fail to timely make any payment hereunder.

**Changes to Services:** Triton reserves the right to modify the terms of service provided hereunder at any time during the term of this Agreement.

**Term:** This Agreement shall be for a term of twelve (12) or twenty-four (24) months (the "initial term"), dependent upon the contract term selected above (except where "no contract" option is selected), and shall commence upon the date hereof. This Agreement shall be automatically renewed after the initial term for successive one (1) month terms; provided, however, that either party may, by giving the other party thirty (30) days prior written notice, terminate this Agreement at any time after the expiration of the initial term.

**Termination:** Unless the "no contract" option is selected and the equipment is purchased, upon termination of this Agreement, Customer agrees to return the equipment described in this contract within 30 days of termination, and in good working order. In the event that this Agreement is terminated prior to the end of the initial term, Customer agrees to immediately pay Triton an "early termination fee" equal to the lesser of (a) \$199.00 or (b) the amount that is equal to the number of months remaining in the initial term multiplied by the monthly Wireless Service Charge.

**Assignment of Rights:** Triton shall have the right to assign all or any part of its rights or obligations under this Agreement at any time. Customer shall not assign or in any way dispose of all or any part of its rights or obligations under this Agreement without the prior written consent of Triton or its successors or assigns.

**Authority:** Customer represents and warrants to Triton that Customer has the right and power to enter into this Agreement and that any and all action necessary to approve Customer's entering into this Agreement has been taken.

**Liability:** Triton's sole liability to Customer shall be to remedy any breach of this Agreement by Triton in a timely manner. Triton shall not be liable to Customer or others for any losses, expenses or costs (including but not limited to any incidental, consequential or special damages) incurred by Customer or others due to breakdown or malfunction of the equipment, beyond the value of the equipment. In any dispute between the parties involving litigation or other tribunal where Triton is the prevailing party Triton shall be entitled to recover from Customer all reasonable costs associated with such proceeding including, without limitation, reasonable attorneys' fees.

**Governing Law:** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Mississippi. Customer agrees that the jurisdiction and venue for any legal or other proceeding to interpret or enforce this Agreement shall be in Harrison County, Mississippi.

**Notice:** Any notice required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or upon deposit with the appropriate postal service, by registered or certified mail with postage and fees prepaid and addressed to the party entitled to such notice at that party's business address as set forth in this Agreement.

**Entire Agreement:** The parties understand and expressly agree that (a) this Agreement contains a complete statement of all understandings, arrangements, and agreements between the parties and constitutes the entire agreement between the parties as to the subject matter hereof, and completely supersedes all negotiations and all prior arrangements, understandings, courses of dealing, and agreements related to the subject matter hereof; and (b) there are no representations, warranties, understandings, arrangements, agreements, conditions, or contingencies, whether express or implied, or oral or written, except as expressly set forth in this Agreement. This agreement is not a consumer lease. Also Customer agrees the equipment is not, and shall not become, a fixture or an accession. Customer has executed this Agreement as of the date stated below.

Signature X

Printed name

Title

Date

For Triton use:

Triton S/O#

Wireless Cell #

