



PO Box 330 • Suite 200 • Rockford, MN 55373 763.477.3664 • 888.800.5910 • Fax: 763.477.3080

This Service Plan Agreement (this "Agreement") shall be attached to and become a part of the System Purchase and Monitoring Agreement (the "Monitoring Agreement") by and between the above mentioned Subscriber (hereinafter referred to as "Subscriber") and WH Security, LLC (hereinafter referred to as "WHS") at the above site location.

In addition to the monitoring services provided under the Monitoring Agreement at the premises of Subscriber at the above mentioned site, WHS agrees to make the following changes or additions:

SERVICE AGREEMENT:

- 1. The initial period of this Agreement is one (1) year from the date of signature and will automatically extend for one (1) year periods following the termination of the initial term unless otherwise terminated as provided in this Agreement. In order to cancel at the end of either the initial or subsequent terms, Subscriber must give WHS thirty (30) days advance written notice prior to the end of that term. If Subscriber cancels before the end of the initial period, Subscriber shall be responsible for the remaining amount due for the initial term.
- 2. Payments due from Subscriber under this Agreement shall be made according to their monitoring payment schedule:
 Basic Agreement: \$7.95 plus sales tax for coverage of labor and trip charges
 Extended Agreement: \$10.95 plus sales tax for coverage of parts, labor and trip charges for systems of 12 zones or less
 Extended Plus Agreement: \$15.95 plus sales tax for coverage of parts, labor and trip charges for systems 13 25 zones
 This is in addition to any amounts currently being paid to WHS for services rendered.
- 3. Service covered by this Agreement includes servicing of Subscriber's security system equipment during normal business hours and will begin after the expiration of the initial free one-year warranty, as described in Section B(15) of the Monitoring Agreement.
- 4. This Agreement includes labor and trip charges (for basic agreement) or parts, labor and trip charges (for extended agreement) for all services rendered during normal business hours caused by failure of the equipment. If the Subscriber requests service and the failure is due to misuse or abuse of the equipment, or otherwise caused by the Subscriber (i.e., remodeling, change in phone and/or data communication lines or electric wiring, etc.) or due to natural disaster, the Subscriber agrees to pay WHS's normal rates for the service call.
- 5. This Agreement includes one free security system check annually. At this visit WHS will check the operation of the system, clean devices and equipment as necessary, and check for any low batteries. Subscriber is responsible for scheduling this visit.
- 6. If service is requested after normal business hours, the Subscriber will agree to pay WHS's after-hours rate for the service call.
- 7. Extended agreement: WHS will make available all equipment that is current and supported by the manufacturer. Replacement/upgrade of any equipment that is deemed obsolete and not supported by the manufacturer will not be covered under the extended agreement.

Except as otherwise stated herein, any existing agreements between the parties shall remain in full force and effect subject to all the terms, conditions, and obligations stated in said agreements for alarm monitoring and/or signaling services.

WHS may fax, email, scan, image, or otherwise save, convert, retain and store this Agreement and any other communications, documents, materials, or information regarding this Agreement or its performance into an electronic media or format of any type or form, through means now known or later developed (herein "Electronic Media"). In the sole and absolute discretion of WHS, it may destroy any original "wet ink" copy of this Agreement or other written documents, materials, or information which has been saved, converted, retained, or stored by WHS in Electronic Media. Any unaltered or unadulterated copy of this Agreement or other communications, documents, materials or information produced from Electronic Media will be legally binding upon the parties and equivalent to an original for all purposes, including court or arbitration proceedings. Subscriber agrees that to the extent any law requires a record to be in writing, the Electronic Media record satisfies the law.

Each party may rely upon the other party's assent to the foregoing Electronic Media practice when such party has signed this Agreement or demonstrated its intent to be bound, whether by electronic signature or otherwise. Such action will signify Subscriber's consent to complete this Agreement electronically and to conduct business by electronic means and through Electronic Media.

WHS offers Subscriber the ability to complete and sign this Agreement using an electronic process and signing by an electronic signature in lieu of a paper-based signature. Subscriber agrees not to electronically sign this Agreement without first reading it and ensuring it has been accurately completed by the Subscriber, thus demonstrating that Subscriber is able to access the electronic Agreement and process used by WHS. If so elected, Subscriber is signing and delivering this Agreement through an electronic signature, rather than using printed paper documents, and is intending to legally bind the Subscriber to this Agreement. Subscriber agrees the electronic signature is legally binding and is the legal equivalent of a manual or "wet ink" signature on a printed copy of this Agreement. Such electronic signature means Subscriber agrees and consents to be legally bound by this Agreement's terms and conditions and constitutes an acceptance and agreement as if actually completed in writing. Subscriber agrees that no third-party certification, authority or other verification is necessary to validate the electronic signature or actions taken by Subscriber and that the lack of such certification or verification will not in any way affect the enforceability of the same. Subscriber agrees that to the extent any law requires a signature, the electronic signature satisfies the law.

THIS AGREEMENT SHALL NOT BE BINDING UPON WHS UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF WHS. IN THE EVENT OF FAILURE OF APPROVAL, THE SOLE LIABILITY OF WHS SHALL BE TO REFUND TO SUBSCRIBER THE AMOUNT THAT HAS BEEN PAID WHS UPON THE SIGNING OF THE AGREEMENT.