



P: 844.466.3973 F: 385.375.8088
 722 E. Technology Ave. Bldg. E
 Orem UT 84097

2015 TECHNICIAN EMPLOYMENT AGREEMENT

This agreement is made between _____ (Technician) and Nexsense LLC ("Nexsense"). This agreement constitutes the terms and conditions of Technician employment for a technician position with Nexsense. If Technician is coming to Nexsense from a different company, Technician must prove employment, with a W-4 or check stub confirming employment elsewhere and justifying the appropriate time requirement. Technician must be able to provide documentation indicating number of installs performed in order to determine appropriate starting pay level according to Nexsense technician pay scale. Technicians who cannot provide such documentation and/or evidence of work history and install quantity will be placed at Nexsense entry level technician pay scale or as deemed appropriate according to Technician's Manager, Director of Technical Operations, or Chief Operations Officer.

Before we confuse you with any more legal stuff that we're required to put into this agreement, allow us to introduce you to the essence of our company and culture—the Nexsense Core Values:

1. **Make someone say, "WOW!" every single day.**
2. **Be honest. Be transparent. Be real.**
3. **Do the right thing.**
4. **Be passionate and innovative.**
5. **Do more with less.**
6. **Be humble.**
7. **We are family.**
8. **Be a mentor. Encourage growth.**
9. **Give back.**
10. **Have fun.**

Customer service is number one for a reason. We thrive on the golden rule—treat others how you would expect to be treated. Our goal is to impress customers (or what we call family members) in such a way that they will say, "Wow! I really enjoyed that experience. I must go tell the world."

If you believe in these values and promoting peace of mind by creating a safer and simpler world, read on to learn the details about working for Nexsense. We'll get straight to the point with the tables and pay scales that matter most to you and leave the legalese to the end of the agreement.

- EXHIBIT 1: PAY STRUCTURE
- EXHIBIT 2: PRODUCT PRICE LIST - UPGRADES AND INSTALLATION BONUSES
- EXHIBIT 3: INSTALLATION TIME BONUS ALLOCATION
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EXHIBIT 1: PAY STRUCTURE

Technician's pay is comprised of an hourly wage plus bonuses & deductions. See Exhibit 6 for job specifications and details of pay checks. These scales are based on installations, upgrades, and service work of customers' equipment and security systems.

Hourly Base Rate

Base hourly wages and installation bonus percentages are determined upon number of completed installations by the Technician and the Technician's experience.

Number of Installations Technician has performed	Approximate Time to Achieve	Hourly Base Rate	Installation Bonus as Percent of Base Rate	Estimated Installation Rate
0 - 50	-	\$8.00	75%	\$15.07
51 - 100	1.3 months	\$8.00	80%	\$15.47
101 - 200	2.5 months	\$8.00	90%	\$16.27
201 - 300	5 months	\$8.00	100%	\$17.07
301 - 400	7.5 months	\$8.00	110%	\$17.87
401 - 500	10 months	\$8.00	120%	\$18.67
501 - 600	12.5 months	\$8.50	120%	\$19.77
601 - 700	15 months	\$8.50	130%	\$20.62
701 - 800	17.5 months	\$8.50	140%	\$21.47
801 - 900	20 months	\$8.50	150%	\$22.32
901 - 1000	22.5 months	\$9.00	150%	\$23.57
1001 - 1100	25 months	\$9.00	160%	\$24.47
1101 - 1200	27.5 months	\$9.00	170%	\$25.37
1201 +	30 months	\$9.00	180%	\$26.27

The average technician hourly wages for time worked with bonuses (not including upgrades) ranges between \$15.00 per hour for newer technicians and \$26.00 per hour for experienced technicians.

Bonuses and Deductions**SERVICE TICKETS**

The Technician may earn compensation for service tickets as long as the reason for the service is NOT the fault of the Technician and does not occur within a 6 month period following the initial installation. If the Technician is asked to service a system he/she installed within 6 months of the original installation date due to the Technician's error there will not be any additional compensation beyond the Technician's hourly wages.

Service Rendered	Bonus
Service ticket	\$20.00
Equipment upgrade	<i>See Upgrade Bonus column of the Product Price List in Exhibit 2</i>

GAS, CELL PHONE AND TABLET

Cell phones and tablets require that the Technician has an internet enabled smart phone and data plan with the ability to send and receive text messages and emails. The Tablet Program will not be available and/or offered in all areas.

Compensation Type	Bonus per Installation
Gas	\$3.00
Cell Phone	\$0.50
Tablet (<i>where applicable</i>)	\$0.50

REFERRALS

In order to qualify for a referral bonus, a new Nexsense system must be installed and the customer must continue with an active account beyond the Notice Of Cancellation (NOC) period.

Referrals Installed	Bonus per Installation
Standard	\$50.00
Every 5th referral	\$100.00

APPOINTMENT NO-SHOWS AND UNEXCUSED ABSENCES

Deduction Description	Amount
1st offense	-\$50.00
2nd offense	-\$75.00
3rd offense and beyond	-\$100.00 (<i>also may result in termination</i>)

INSPECTION FAILURE

Quality is very important to Nexsense and its customers, therefore random inspections will be performed from time to time. There will be deductions to the Technician for failed workmanship and/or poor quality of his/her installations.

Deduction Description	Amount
Failed inspection	-\$30.00

EXCESSIVE SERVICE ISSUES AND FAILURES

In order to maintain quality installations and excellence in customer service, Nexsense will perform random inspections and will conduct random surveys with customers. A ratio will be calculated and maintained of the number of quality and customer service issues against Technician's entire portfolio of installations, service work, and customer satisfaction surveys. Deductions will apply in accordance with the first 12 months of employment and then on a 12 month rolling average.

Ratio of Issues	Deduction
0.00% - 2.99%	\$0.00
3.00% - 5.99%	-\$1.25
6.00% - 6.99%	-\$2.50
7.00% - 7.99%	-\$3.75
8.00% and above	-\$5.00 <i>(may result in required training and/or termination)</i>

Customer Satisfaction Rating	Result
8 - 10	Pass
0 - 7.99	Fail <i>(counted toward ratio of issues above)</i>

EXHIBIT 2: PRODUCT PRICE LIST - UPGRADES AND INSTALLATION BONUSES

The prices for products include lifetime service, warranty, installation, and programming to panel and the central station (if necessary).

SKU/Model Number	Description	Points of Protection	Price	Upgrade Bonus
Nexsense sign (Maxwell)	Nexsense yard sign	.33	\$12.50	\$2.00
2GIG-KEY2-345	4-button key fob	1	\$35.00	\$5.00
2GIG-DW10-345	Thin door/window contact	1	\$35.00	\$5.00
2GIG-PANIC1-345	Panic button remote	1	\$35.00	\$5.00
2GIG-DW20R-345	Recessed door contact	1	\$35.00	\$5.00
2GIG-DBELL1-345	Wireless doorbell	1	\$35.00	\$5.00
2GIG-GDR1-345	Universal garage door receiver	1	\$35.00	\$5.00
ECFF345	Firefighter	1	\$35.00	\$5.00
2GIG-GB1-345	Glass break detector	1.5	\$52.50	\$7.50
2GIG-PIR1-345	Passive infrared motion detector	1.5	\$52.50	\$7.50
2GIG-SMKT3-345	Smoke, heat and freeze detector	1.5	\$52.50	\$7.50
2GIG-CO3-345	Wireless CO detector	2	\$70.00	\$7.50
2GIG-IMAGE1	Image sensor <i>(alarm.com only)</i>	3	\$105.00	\$12.00
LB60Z-1	Z-wave light bulb	1	\$35.00	\$5.00
PS15Z-2	Z-wave plug-in appliance module	1	\$35.00	\$5.00
PD300Z-2	Z-wave plug-in dimmer module	1	\$35.00	\$5.00
	Z-wave light switches	1	\$35.00	\$5.00
2GIG-Z-CT100	Z-wave programmable thermostat	2.5	\$85.00	\$10.00
2GIG-CAM-HD100	HD indoor camera with night vision	4	\$140.00	\$10.00
2GIG-Z__D	Kwikset z-wave door lock <i>(deadbolt)</i>	4	\$140.00	\$10.00
2GIG-Z__L	Kwikset z-wave door lock <i>(lever)</i>	4	\$140.00	\$10.00

SKU/Model Number	Description	Points of Protection	Price	Upgrade Bonus
	Integration Package for customer paying up-front <i>(includes camera, door lock, lighting and thermostat)</i>	11.5	\$375.00	
2GIG-PAD1-345	Wireless keypad	1	\$35.00	\$5.00
2GIG-TS1-E	Wireless touchscreen keypad	3.5	\$122.50	\$10.00
821LM	Universal garage door control	3.5	\$122.50	\$10.00
ADCV520IR	Indoor wireless IP camera with night vision	5	\$175.00	\$15.00
ADCV720, ADCV721W	Outdoor camera with night vision	7	\$245.00	\$20.00
ADC-TAGG-100045W	GPS pet tracker	TBD	TBD	TBD

The upgrade price is \$35 per point payable by the customer. If the amount is collected by the Technician the Upgrade Bonus applies as shown in the table above. If \$35 per upgrade point is not collected from the customer by the Technician he/she will be responsible for the monetary difference. As shown in the Hourly Base Rate Scale, there are installation bonuses for installing equipment upgrades sold by the sales representative. This scale is a percentage based on the number of installations completed by the Technician.

EXHIBIT 3: INSTALLATION TIME BONUS ALLOCATION

The time periods allocated in this table are used in calculating the Technician's installation bonus. This allows time for customer training and time per piece of equipment installed. The time allocated is multiplied by the Technician's base rate and the Installation Bonus Percentage based on the Hourly Base Rate Scale in Exhibit 1.

Equipment Description	Installation time in Minutes
Customer training time	30
Primary panel	20
Nexsense sign	1.5
4-button key fob	3
Thin door/window contact	7.5
Panic button remote	3
Recessed door contact	15
Wireless doorbell	15
Universal garage door receiver	30
Firefighter	7.5
Glass break detector	7.5
Passive infrared motion detector	7.5
Smoke, heat and freeze detector	7.5
Wireless CO detector	7.5
Image sensor <i>(alarm.com only)</i>	TBD
Wireless keypad	20
Wireless touchscreen keypad	20
Z-wave light bulb	7.5
Z-wave plug-in appliance module	3
Z-wave plug-in dimmer lamp module	3
Z-wave light switch	3
Z-wave programmable thermostat	20
Indoor/outdoor camera	30
Kwikset z-wave door lock (deadbolt)	20
Kwikset z-wave door lock (lever)	20
Superswitch/Take-over module <i>(per zone connected, programmed and tested)</i>	10
Other equipment added	TBD

EXHIBIT 4: TECHNICIAN EQUIPMENT LIST

Nexsense SKU	Item	Quantity	Price Ea	Total
	DeWalt 1/2" 18v impact driver/drill kit	1	\$118.00	\$118.00
BB-6W	6 gallon bucket (white)	1	\$7.00	\$7.00
BB-LID	Bucket seat pro (lid)	1	\$7.25	\$7.25
BB-SP	Bucket pocket	1	\$11.00	\$11.00
TL-9	8" magnetic torpedo level	1	\$2.50	\$2.50
UK	Metal retractable utility knife	1	\$2.00	\$2.00
KCGSD-51	Klein cushion grip multi-purpose driver	1	\$9.75	\$9.75
WS-1626	6" 16-26 wire stripper (blue)	1	\$7.50	\$7.50
LN-6	6" long nose pliers	1	\$3.00	\$3.00
DVM850BL	Velleman multimeter backlit/datahold with boot	1	\$12.00	\$12.00
NS:4598	T-25 Arrow staple gun	1	\$24.00	\$24.00
T25-716M	T25 (7/16) Arrow staples (1M)	1	\$2.00	\$2.00
SSZ	Zircon Studsensor	1	\$9.00	\$9.00
3M-PA08061	3M plastic & emblem adhesive 3M-PA08061	1	\$9.00	\$9.00
L-SPACKP	1 pint lightweight spackle	1	\$4.00	\$4.00
PPK-2	2" putty knife (plastic)	1	\$1.00	\$1.00
WHITE-60	3/4" x 60' 7mil white ID tape	1	\$1.00	\$1.00
PLR-BB-6	6' luminous Bullet-Bullet splinter-free rod	1	\$8.00	\$8.00
DWS-6	6" heavy duty drywall saw	1	\$3.00	\$3.00
14MH2S	1/4" x 2-3/8" stainless steel magnetic bit holder (SYG)	2	\$2.00	\$4.00
NS: 5635	#2 Phillips reduced insert bit (drywall)	2	\$0.25	\$0.50
NS: 5636	#1 Phillips reduced insert bit	2	\$0.25	\$0.50
NS: 5518	3/8" HD HSPD drill bit 135DG	2	\$2.50	\$5.00
NS: 5671	1/8" x 12" extended drill bit	2	\$2.50	\$5.00
NS: 6123	1/4" x 12" extended HSPD drill bits	2	\$5.00	\$10.00
NS: 6056	3/8" x 12" extended HSPD drill bit	2	\$7.00	\$14.00
MAS1413	1/4" x 13" carbide-tipped masonry drill bit	1	\$4.00	\$4.00
XPAD34	3/4" X-Series paddle bit	2	\$1.25	\$2.50
SBX-34	3/4" Auger bit (Speedbore Max)	1	\$5.00	\$5.00
XPAD78	7/8" X-Series paddle bit	2	\$1.25	\$2.50
KTP-100	Klein tone and probe kit	1	\$76.00	\$76.00
VDV526-052	Klein LAN Scout Jr. Tester (Cat5 tester) VDV526-052	1	\$55.00	\$55.00
	Klein 3 in 1 network crimper	1	\$29.00	\$29.00
WCH-34Q	3/4" wood chisel	1	\$8.50	\$8.50
NS: 6304	238 lumen (LED) head lamp	1	\$7.00	\$7.00
DWC6114-MX	6 x 1-1/4" PHL Bugle drywall screws (bulk)	1	\$9.00	\$9.00
MHOL-34	3/4" hole saw Mandrel combo	1	\$8.00	\$8.00
PS	3-1/8" pilot bit (short)	1	\$0.00	\$0.00
SW-PDPS	Service Warehouse PHIL/SLOT Micro Driver (white with logo)	1	\$2.00	\$2.00
NOOCH	Noodle and chain	1	\$16.50	\$16.50
5-ETHCB	5' Ethernet cable	1	\$1.50	\$1.50
	Tablet	TBD	TBD	TBD
Total cost				\$506.50

Upon resignation or termination of the Technician's employment, Nexsense may buy back equipment from the Technician at up to 75% of the price listed based on the number and condition of items returned. Ownership of equipment is specified in the Technician Agreement.

EXHIBIT 5: TECHNICIAN EQUIPMENT PAYROLL DEDUCTION SCHEDULE

Fifty dollars is the minimum amount deducted per paycheck for equipment purchased from Nexsense unless the equipment cost is less than \$50, in which case the actual amount less than \$50 would be deducted. Deductions cannot exceed 6 paychecks (12 weeks). The Technician may pay more up-front or make larger payments at any time to achieve an early payoff, but may not fall below minimum payment amount. If the Technician resigns or is terminated prior to repayment, the balance will be deducted from his/her final paycheck. Should the balance be greater than the final paycheck, the Technician shall be responsible to resolve the remaining balance.

Equipment Cost	Deduction per Paycheck
\$50 or less	Total cost of equipment remaining
\$50 - \$300	\$50 per paycheck
\$300 - \$600	\$100 per paycheck
\$600 - \$950	\$150 per paycheck
\$950 - \$1200	\$200 per paycheck
\$1200	Requires down payment to lower balance to below \$1200

EXHIBIT 6: THE LEGAL STUFF

1. COMPENSATION

1.1 Definition of "Installation"

An "installation" is defined as (a) installing all alarm, home automation, and interactive components according to Nexsense's standards and connecting the system to the monitoring station via GSM and land lines where available; (b) getting a Nexsense confirmation number for completed installation including all signals; (c) training the customer on all the alarm components and how they work, including training the customers on all mediums (e.g. keypad, secondary keypads, key fobs, internet, smart phones); (d) receiving a satisfactory rating on the technical customer survey; and (e) completing and submitting all required electronic and physical paperwork, invoices, and required payments collected from the customer.

As Nexsense continues to increase its innovative services and equipment, there may be additional items added to the system. Any additional services and/or equipment are part of the alarm installation and are included in an "installation" as defined herein.

Deductions to bonus pay may apply if Technician's installation requires service work to be performed and the service work is either (a) not completed to the customer's or Nexsense's satisfaction or (b) is completed by another technician.

1.2 Bi-weekly Pay

The Technician should successfully complete all installations, service tickets and/or other given work assignments in exchange for compensation. The Technician will be paid bi-weekly according to the Technician's base pay rate. The rate will be determined based on the level earned by the conclusion of the prior completed month. The bi-weekly paycheck will compensate the hours recorded by the Technician for his/her work performed.

The Technician will receive a financial reconciliation on the 15th of each month, following the completion of a calendar month. The reconciliation will be made between bonuses and deductions based on terms in this Agreement. The Technician will receive any bonus pay owed at this time. If Technician's reconciliation involves more deductions than bonuses, the balance of deductions will carry forward month to month until the deduction deficit is resolved.

1.3 Hourly Base Pay

The Technician hereby agrees and understands that he/she will be compensated by Nexsense for work assignments performed at a base hourly rate as agreed upon by and between Nexsense and the Technician. The Technician acknowledges that he/she is solely responsible for accurately recording his/her time worked, thereby allowing Nexsense to appropriately compensate him/her.

The Technician understands that Nexsense will only

compensate him/her an hourly rate according to time logged by the Technician. The Technician further understands and commits to record time for hours worked on his/her honor, thereby being accurate, honest, and precise in record keeping with all work hours. It is understood by the Technician that compensation for hours worked applies only to those hours of (a) travel between jobs, (b) travel to the nearest office in order to retrieve supplies, (c) attendance to any assigned meetings, and (d) on-the-job installation time. The Technician hereby understands that hourly compensation will not be paid to the Technician by Nexsense for travel time from home to the first job of the day, from the last job of the day back to home, or for any travel time related to personal interests throughout any given working day. The Technician is responsible to clock out when running personal errands or when taking personal time. The Technician understands that time sheets may be audited by Nexsense at will and that falsification of records related to time keeping will result in disciplinary action up to and including termination of employment.

1.4 Overtime Compensation

Overtime is defined as any hours worked in excess of 40 hours in any 7 day week beginning with Sunday and ending with Saturday. The Technician will be compensated for overtime hours at a rate of one and one half times the Technician's normal hourly rate. All overtime hours must be approved by Technician's supervisor.

1.5 Bonuses and Deductions

The Technician understands that his/her pay is additionally comprised of bonuses and deductions based upon performance and behavior as outlined in Exhibit 1 of this Agreement. The Technician understands the significance of his/her role regarding accuracy and timeliness in completion of appropriate paperwork as well as sending and/receiving appropriate signals and confirmations. The Technician understands that if paperwork is not completed correctly and promptly, he/she will not be able to be paid accurately.

1.6 Work Pledge

The Technician understands that it is the intent of Nexsense to be unique in the alarm sales industry by not adopting the common summer sales model. It is the desire of Nexsense to provide a reliable and secure base pay for the Technician knowing that workload can fluctuate from day to day based on sales efforts out of the Technician's control. The Technician understands that work assignments are based upon sales and is aware that Nexsense does not guarantee any specific or pre-determined hours of work on any given day or in any particular pay cycle. The Technician understands that during less busy periods his/her scheduled work hours and work assignments may be reduced, cancelled, and/or rescheduled based on the needs of Nexsense and its customers.

1.7 Personal Sales

The Technician has the option to refer new customers to the Nexsense sales team and receive a bonus according to the referral bonus table shown in Exhibit 1. The Technician may also function as a sales representative for Nexsense and receive commissions according to the Nexsense Direct Sales Representative Agreement (DSRA). In order to receive commissions according to the Nexsense DSRA, the Technician must complete the sale from beginning to end including all paperwork and other terms, conditions, and requirements of the Nexsense DSRA. See the Nexsense DSRA for additional details.

2. DATES OF EMPLOYMENT

2.1 Program Term

The term of this Agreement begins on the date of signing and ends at the severance of either party or the termination of the Technician. The Technician's annual tracking is based on anniversary date of signing—not based on a calendar year.

2.2 Availability

Nexsense will install systems Monday through Saturday. Installation hours may vary based upon office location, sales production, customer availability and Nexsense needs. The Technician is required to work the scheduled hours assigned by his/her supervisor. Nexsense reserves the right to modify the Technician's schedule according to Nexsense's operational needs so long as the Technician is compensated for his/her time worked. Nexsense will strive to work collectively with all technicians to create equality and fairness in scheduling practices. If the Technician chooses to use personal time off (PTO), the Technician is required to coordinate that PTO with his/her manager or regional technician.

If the Technician takes more time off than is approved by his/her manager or regional technician or if unexcused absences become a regular or recurring problem, disciplinary measures will be taken up to and possibly including termination of employment. Deductions against bonuses will also apply.

2.3 Missed Appointments

After an installation has been scheduled and accepted by the Technician, he/she is responsible to arrive to the job site on time. If the Technician will be late, he/she is required to call the customer to coordinate the installation time. If the Technician does not arrive at the installation site disciplinary action will be taken. If failure to appear for assigned and scheduled appointments becomes a regular and recurring problem, additional disciplinary measures will be taken up to and potentially including termination of employment. Deductions against bonuses will also apply.

3. VEHICLE, TOOLS, PHONE AND TABLET

3.1 Vehicle

The Technician is responsible to pay his/her own transportation expenses including vehicle fuel. Nexsense will pay the Technician a fuel bonus per installation and/or service ticket completed towards the cost of vehicle and fuel expenses according to Exhibit 1. In cases requiring the Technician to travel more than 50 miles to perform assigned work, the Technician may be eligible for additional fuel expense reimbursement. Extended travel fuel reimbursement must be approved in advance by the Technician's immediate supervisor.

3.2 Cell Phone

The Technician is required to have his/her own cell phone capable of sending and receiving both email and SMS text messages for scheduling and dispatching of assignments through electronic means of communication. Nexsense will pay the Technician a cell phone bonus according to Exhibit 1. In order to qualify for cell phone bonus, it is required that Technician has his/her own smart phone with his/her Nexsense email account installed and in working order on the smart phone. Additionally, the Technician consents to the use of

his/her cell phone for receiving/sending Nexsense-related communications, exchanging Nexsense related emails, sending/receiving SMS text messages, and to take/place phone calls related to Nexsense job duties.

3.3 Tools

The Technician is responsible to provide his/her own set of tools needed to work for Nexsense. The complete list of technician tool requirements is provided in Exhibit 4. The Technician may choose to purchase any or all required tools from Nexsense according to the current Nexsense price schedule. The Technician understands that pricing may fluctuate depending upon supplier, volume, tool manufacture, supply/demand, and other factors out of Nexsense's control. The Technician further understands that pricing provided in Exhibit 4 of this agreement is a close approximation for reference purposes only. It is the intent of Nexsense to pass savings from Nexsense bulk purchase pricing to the Technician where possible in order to assist the Technician in the acquisition of quality tools at affordable rates. If the Technician opts to purchase any of the required tools from Nexsense, he/she can either pay the full purchase price up front or on a payment plan. Payment plan options are set according to Exhibit 5 and in accordance with the Nexsense payroll deduction authorization form until the full subsidized cost of all tools has been repaid, at which time the tools are considered property of the Technician.

The Technician is required to keep in possession, care for, and maintain, his/her tech tools in good working order sufficient to complete every installation assigned to the Technician. In addition, the Technician is required to purchase replacement tools should any of Nexsense's tools be lost, stolen, or broken. The Technician may speak with his/her manager to arrange replacement tech tools through Nexsense. The manager will contact the Nexsense Tools Department and arrange for the replacement tools to be sent to the Technician. Replacement tools will be deducted from the Technician's pay check according to the aforementioned deduction schedule.

If the Technician purchases tools from Nexsense and resigns or is terminated prior to complete repayment of the tools, the Technician will be responsible for returning all of the tools to Nexsense. If the tools cannot be returned for any reason, the Technician will be responsible for payment in full for the outstanding balance at the end of his/her employment. If the Technician desires to return tools to Nexsense, the Technician will be quoted a purchase price for returned equipment. The Technician may be reimbursed up to 75% of what he/she paid for the tools based on the condition of the tools and Nexsense's discretion. The Technician may choose to keep the tools so long as all tech tools have been paid for in full.

If used tools are available upon hire, the Technician may opt to purchase used items at 75% of the new purchase price. All other terms, conditions, and requirements apply to the purchase of used technician tools.

3.4 System Equipment

When returning system equipment/inventory, the Technician should bring the equipment back to Nexsense's office for inventory reconciliation with his/her lead technician. Nexsense will not pay to ship equipment. If the Technician decides to ship equipment back to Nexsense, he/she must make sure to properly label the package in order to receive credit for its return. Proper labeling includes the lead technician's name and the appropriate Nexsense office that the equipment should be returned to as well as the Technician's name and employee ID.

3.5 Tablet

Nexsense will continue to consider innovative ways to increase efficiency and improve performance individually and collectively. Part of this innovation may include development of a tablet program to optimize the Technician's time and to

enhance the customer experience. At such time that tablets are deployed and/or in Nexsense service areas that utilize tablet technology, the Technician will be required to obtain a compatible tablet device and data plan. Nexsense will provide the Technician with a tablet bonus compensation according to Exhibit 1. This section may be amended as necessary to the benefit of both the Technician and Nexsense.

4. UNIFORM, LICENSING, AREA, AND POINTS

4.1 Uniform

Nexsense will provide the Technician with 2 company shirts and a baseball cap. The Technician is required to wear black or gray shorts or pants, a matching belt, and a comfortable pair of walking shoes. Nexsense will also provide a photo ID badge for the Technician with all necessary licensing numbers printed on it. The Technician is required to visibly wear his/her Nexsense photo ID badge to every installation and while working in any capacity as a Nexsense technician. The Technician acknowledges and understands that Nexsense will issue a uniform as described in this Agreement. The uniform is not to be abused or worn except under the scope of employment. The Technician acknowledges that the uniform is issued to him/her for use during work-related functions and not for personal use. It is the Technician's responsibility to care for and maintain the uniform in a responsible manner.

By signing this Agreement, the Technician covenants that (i) he/she will use the uniform in accordance with the terms of the Agreement; (ii) the uniform and the logos and marks on the uniform are the property of Nexsense and that the Technician has no rights to them; (iii) the Technician will not abuse the uniform or wear it except while performing services for Nexsense under the terms of this Agreement; (iv) the uniform is issued to the Technician solely for use during work-related functions and not for personal use; and (v) the Technician agrees to return all issued uniforms, badges, and other Nexsense property to Nexsense upon resignation or termination of employment.

4.2 Licensing

Nexsense will pay for all necessary licensing fees for the Technician. The Technician agrees to follow all Nexsense policies and procedures relating to licensing and shall not perform any work without first obtaining any and all required licenses.

Several areas have specific licensing requirements. The Technician must complete the appropriate licensing process prior to performing work in these areas.

4.3 Office Area

The Technician agrees to comply with Nexsense's rules and policies and procedures for the office, in addition to complying with any state or local area installation requirements.

If the Technician is assigned to work in one of the following areas by Nexsense, he/she will be required to comply with Nexsense's rules for these areas as well as any state or local area installation requirements. If the Technician cannot comply with the requirements for his/her area, the Technician can try to transfer to another area. Nexsense cannot guarantee the ability to provide another position elsewhere.

4.4 Equipment and Points

The Technician will receive a confirmation from Nexsense for each install with the total amount of points and home automation/interactive equipment pre-approved by the sales representative. The Technician cannot install any additional equipment for the account unless he/she or the customer pays for it.

In the instance where more points or home automation equipment is written on the Schedule of Protection (SOP) paperwork, or the customer believes they were promised

more equipment than the confirmation Technician received from Nexsense, the Technician agrees to contact the sales representative on the account and have him/her notify Nexsense of more points or home automation/interactive equipment to be approved. Only after the Technician has received confirmation from Nexsense that the additional equipment has been approved can he/she install the equipment, making sure it is logged in the sales representative's name.

If any equipment that was not authorized through Nexsense by the sales representative is installed on the account, including upgrades, the points or the home automation equipment will be listed in the Technician's name and cannot be changed at a later date unless approval is given in writing from the sales representative on the account.

5. AT-WILL EMPLOYMENT

This Agreement does not create any employment obligation for the Technician or Nexsense for any fixed period of time. Either party, with or without cause, may terminate the Technician's employment and this Agreement without notice.

5.1 Termination of Employment by Technician

If the Technician quits at any time for any reason, he/she will be compensated for work performed up to the point of termination. The Technician agrees to return all equipment and tools to Nexsense that are property of Nexsense upon termination. If any equipment or tools are missing, the Technician will be charged the replacement rate for all missing items.

5.2 Termination of Employment by Nexsense

If Nexsense terminates the Technician "For Cause", the Technician will be compensated for work performed up to the point of termination. "For Cause" is defined at the sole discretion of Nexsense as a determination that the Technician has (a) engaged in fraudulent or criminal behavior; (b) violated the Honesty & Best Efforts provision in Section 6.1; (c) violated the Licensing and Drug testing provision in Section 6.2; (d) violated the Sexual Harassment provision in Section 6.3; (e) falsified paperwork related to performance of duties (including application for employment); (f) failed to perform any of his/her obligations under this Agreement; or (g) violated any of Nexsense's policies or procedures. The Technician agrees to return all equipment and tools to Nexsense that remain Nexsense property upon termination. If any equipment or tools are missing, the Technician will be charged the replacement rate for all missing items.

If Nexsense terminates this Agreement for reasons not considered "For Cause", the Technician will be paid all Earnings for the amount of work Technician completed through his/her final day of work.

6. POLICIES

6.1 Honesty and Best Efforts

The Technician is expected to be honest and ethical. Any cancellation of an account as a result of dishonesty or unethical actions will result in termination. The Technician shall faithfully, and to the best of his/her ability, perform all of the services and duties that may be required by the expressed and implicit terms of this Agreement, utilizing his/her full employed time to the satisfaction of Nexsense. Services and duties shall be provided by the Technician at such places as the needs, business, or opportunities of Nexsense may require from time to time.

6.2 Licensing and Drug Testing

Individuals involved with, convicted for, or that are using illegal substances, will not be allowed to work for Nexsense. Illegal use of controlled substance shall result in immediate termination of the Technician. Nexsense reserves the right to conduct drug testing. Any individual possessing or using

any illegal substance, paraphernalia, or other contraband, will be terminated immediately. Nexsense requires that the Technician be subjected to both a Department of Justice and F.B.I. background check, taken on either fingerprint or live-scan forms. Any violent crime, felony (battery, assault, theft, burglary, etc., even if only attempted), or any serious vehicle convictions (DUI, warrant for the arrest of an individual for not paying fines, etc.) will result in termination of this Agreement, or denial of employment application.

6.3 Sexual Harassment

Nexsense is committed to providing a work environment that is free from discrimination and intimidation and will not tolerate sexual harassment. Nexsense has a zero-tolerance policy. See the Employee Handbook for details.

By signing below, the Technician acknowledges reading and understanding the definition of sexual harassment and understands that any employee who engages in sexual harassment, or retaliates against an employee, who reports sexual harassment, will be subject to disciplinary action up to and potentially including termination.

6.4 Non-Solicitation

During the term of this agreement, and for a period of five (5) years after the term of this agreement, the Technician shall not, in any capacity, on their own behalf or on behalf of any other firm, person, or entity, undertake or assist in the knowing solicitation of any customer of Nexsense or in any way assist or encourage any customer who purchased an alarm system through Nexsense, to cancel their contract or to allow their contract to lapse or not be renewed. By signing this agreement, the Technician acknowledges and agrees that the names, addresses, and product specifications of any customers who purchased products and/or services through Nexsense constitute proprietary information ("Proprietary Information"), and that the sale or unauthorized use or disclosure of this or any other Proprietary Information that the Technician obtained during the course of this Agreement would constitute unfair competition with Nexsense. The Technician agrees not to engage in any unfair competition with Nexsense during the term of this Agreement nor at any time thereafter. Furthermore, the Technician agrees that during the term of this Agreement, and for a period of two years following the termination or expiration of this agreement, the Technician will not, directly or indirectly, solicit or in any manner encourage employees, consultants, sales representatives, technicians, or other individuals to end their relationships with Nexsense, or to work for any company or individual in competition with Nexsense.

7. OUT-OF-STATE HOUSING

Out-of-state is defined as any other state outside of Utah, Nexsense's current corporate headquarters.

7.1 Housing Code of Conduct

If the Technician travels or has an extended stay that requires housing provided by Nexsense, the Technician will be bound by the Housing Agreement and its Code of Conduct. Nexsense sets rules and regulations in order to preserve the freedom, comfort and safety of all residents in a group living environment and to preserve the integrity of the community facilities. The Technician shall at all times adhere to the Nexsense Code of Conduct and additional rules or regulations set forth by Nexsense.

8. MISCELLANEOUS PROVISIONS

8.1 Compliance with Nexsense's Rules, Policies, and Procedures

The Technician agrees to strictly comply with all Nexsense Core Values, Rules, Policies, and Procedures as defined in the Nexsense Employee Handbook, training manuals and this agreement.

8.2 Notices

All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

Nexsense LLC
722 E Technology Ave - Bldg E- Ste 1100
Orem, UT 84097

8.3 Entire Agreement

This agreement and all its attachments contain the entire agreement of both parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement is not part of any other agreement, nor does it affect any other agreement previously executed between the parties. This Agreement, and each and every term and condition herein, shall inure to the benefit of and shall be binding upon both parties. The obligations of the Technician may not be delegated or subcontracted to any person or entity, nor may the rights of the Technician be sold, assigned, transferred, conveyed or collateralized, by the operation of law or otherwise, without the prior written consent of Nexsense in each instance.

8.4 Amendment

This agreement may not be modified or amended unless in writing and signed by both parties.

8.5 Severability

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

8.6 Applicable Law

This Agreement shall be governed by the laws of the State of Utah and any action relating to this Agreement or the breach or enforcement hereof shall be brought and maintained in the Courts of the State of Utah, each of the parties herein consenting to exclusive personal jurisdiction of such courts as if they were personally present in Utah.

8.7 Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

8.8 Arbitration

It is agreed that, at the option of Nexsense, binding arbitration by a mutually acceptable arbitrator will be used to resolve any and all disputes related to this Agreement. Such arbitration shall be conducted pursuant to the then current rules of the American Arbitration Association in Provo, Utah.

I understand that this Agreement is for the period of time specified in Section 2.1 above. By signing this Agreement, I am committing to adhere to the policies and structure that are set forth in this document.

TECHNICIAN'S PRINTED NAME

TECHNICIAN'S SIGNATURE

DATE

NEXSENSE'S AUTHORIZED SIGNATORY'S PRINTED NAME/TITLE

NEXSENSE'S AUTHORIZED SIGNATORY'S SIGNATURE

DATE