

Exhibit 6

A Proposal Prepared For:

Daniel Casperson
CTO

EDT
100 Market Street Suite 501
Portsmouth NH 03801

Submitted by:

Columbia Tech
27 Otis Street
Westborough, MA 01581

Proposal Number 226251-000

Date: December 1, 2017



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Date: December 01, 2017

CT Proposal Number: 226251-000

Daniel Casperson
CTO
EDT
100 Market Street Suite 501
Portsmouth NH 03801
Cell: 603-781-8707
Email: dcasperson@deadondemand.com

DS200 Triage

Dear Daniel:

Thank you for this exciting opportunity, we are pleased to present you with the proposal for the triage of four (4) DS200 units. This proposal is intended to assist EDT with determining what happened to each of the units and determining the repair costs associated with them if possible.

CT product development proposals adhere to a phase gate development process. Under mutual agreement, that process may be adapted, modified, reduced or expanded to meet client requirements. Please see Exhibit B for details.

This proposal incorporates the Statement of Work for Phase 0 which details the tasks, deliverables, milestones and assumptions. It is included as Exhibit C. The Work Breakdown Structure which details the hours and cost associated with each task and deliverable for Phase 0 is included as Exhibit D.

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Customer Initials _____

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Phase 0: Test and Estimate Repair cost

Phase 0 – Estimated Costs				
#	Item	Unit Price	Qty	Cost
1	Engineering and Program Management	\$165.00/hr	400	\$66,000.00
	Total			\$66,000.00
	Project Period of Performance*			9 weeks

The costs shown above for services are estimates.

***Start of work will commence 2 weeks after the receipt of the purchase order and agreement on terms and conditions. Note this time is in addition to the period of performance.**

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Notes:

CT Project Management Tools:

Efficient and timely communication between CT and EDT is vital to the success of the project. CT utilizes a suite of project management tools that provide the vehicles for this communication.

- A Project Status Update report will be submitted on a regular basis, likely every 2 weeks, and will include a summary status of the project, key events and milestones, risks and issues, tasks completed and planned, and a financial summary showing actual spending vs. budget.
- A Project Schedule will be created in Phase 0 and will be updated and provided on a periodic basis that will track the project implementation plan during the project.

Performance of Services:

Every phase of the project will begin with a kick-off meeting for CT and EDT to agree on the scope and approach, and to communicate clearly the deliverables, schedule and cost estimates and any other special requirements up front.

- While the estimated cost will determine the Purchase Order needed from EDT, CT will invoice for the actual time and materials expended on the project. The regular Project Status Updates will provide information on current costs for services performed and estimated "cost to complete" versus the Purchase Order coverage.
- As the project progresses, refinements to the project requirements by EDT and additional information from CT's design efforts can present opportunities and challenges not previously anticipated. Changes in project scope, duration to complete tasks, material costs and customer requested additional feature investigations are often encountered that impact the initial proposed estimates. CT will communicate the expected cost and schedule impact of these changes to EDT via the project Change Request Form, Exhibit E. Any and all changes will be agreed to by EDT and CT by each party signing the PCR form. At that point, EDT will be required to either modify the existing purchase order, or issue a new purchase order, increasing the value, and/or adjusting the timeline, or other contractual requirements. CT cannot incur additional labor and/or material cost until the appropriate purchase order funding is provided.
- Changes during a project inevitably involve trade-offs between scope vs. schedule vs. cost and EDT will need to provide guidance on prioritization of these trade-offs. For example, for the initial prototype or engineering-controlled production builds, if it is most critical for clients to get the right functionality and deliver the initial product on schedule, the trade-off is often higher cost.
- EDT and CT should agree on the appropriate level of communications needed for the project, i.e. weekly teleconference calls, periodic face-to-face meetings, and also on the roles such as setting the agenda and sending out the meeting minutes.

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Columbia Tech Price Schedule:

Engineering and Project Management Services _____	\$	165.00 per hour
Assembly Labor _____	\$	89.50 per hour
Advanced Engineering Services (e.g. finite element analysis) _____	\$	200.00 per hour

Outside engineering services may be engaged that exceed standard CT billing rates stated above. CT shall bill all such costs as a Project Expense as further detailed below. CT will engage outside consultants without further consultation, unless the cost for those services would exceed the amount authorized for expenditure (and not the estimated amount for the deliverables) under the Purchase Order.

Payment Terms:

- 40% down with purchase order (for each phase - when each phase is ordered)
- Invoices will be submitted every other week during the duration of the project for time and materials consumed; 20% of amount will be drawn from down payment and remainder payable 15 days following date of invoice. The remaining 20% down payment will be held and applied to the last invoice(s) of the phase.

The costs shown above for the services and materials are an estimate. Program details shall be provided within the invoices, and shall contain an itemization of services provided and time spent. Invoicing will also include itemization of all materials, tools and other items including outside services (collectively "Expenses"). Material will be assessed a 15% burden of actual cost to cover procurement, shipping, handling, insurance, administration and other costs, as well as 3% SG&A and 7% profit. Materials consigned by the customer will be assessed a 5% burden of actual cost to cover shipping, handling, insurance, administration and other costs, as well as 3% SGA and 7% profit.

Any materials purchased by CT hereunder shall be the property of the customer. Payments not received within 15 days of invoiced date will result in a program pause until payment is received. This proposal, if accepted, will constitute an agreement (this "Agreement") between CT and EDT regarding the services (the "Services") to be provided by CT to EDT that are described above.

Design-Waiver:

CT manufactures assemblies and complete end items to the designs and specifications of its customers. In the process of assisting customers in developing the most cost effective designs and specifications, CT will make recommendations as to component selection and component placement and arrangement. CT's customers are free to incorporate their recommendations in their designs, in whole or in part. Ownership in designs and specifications, plus CT's recommendations resides solely with CT's customers. As such, CT assumes no responsibility for any benefits or damages resulting from their use.

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Attachments and Exhibits:

Exhibit A	Terms and Conditions
Exhibit B	Description of Development Phases
Exhibit C	Statement of Work for Phases 0
Exhibit D	Work Breakdown Structure for Phases 0
Exhibit E	Project Change Request Form

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CT Initials _____

By signing below you agree that the Terms and Conditions at Exhibit A shall apply to this project and all orders originating from this proposal.

Customer Representative

Date

CT Representative

Date

Columbia Tech is looking forward to working with EDT to assist with triaging the four DS200 units. On behalf of the entire team at Columbia Tech, thank you for considering us for this opportunity. We appreciate your trust in the Coghlin Companies, Inc. and look forward to the continued success of our partnership.

Once approved, please mail us a signed copy of the proposal to the address below. Please contact Ryan Smalanskas at your earliest convenience if you have any questions.

Ryan Smalanskas
Business Development Manager
Columbia Tech
27 Otis Street
Westborough, MA 01581
Phone: (508) 768-5810
E-mail: ryansmalanskas@columbiatech.com

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CT Initials _____

EXHIBIT A:

TERMS AND CONDITIONS

SERVICES AND TERMS: Upon the execution and delivery of the proposal attached hereto (the "Proposal") by the party to whom the Proposal is directed (the "Client"), Columbia Electrical Contractors, Inc. d/b/a Columbia Tech ("CT") shall perform for Client the services described in the Proposal and in any Change Order(s) (as hereinafter defined) (collectively, the "Services"). All Services shall be supplied on a time and materials basis. CT does not promise, covenant or guarantee any price, delivery date, or not to exceed amount for any of the Services. The Proposal, these Terms and Conditions, and any Change Orders are collectively referred to as the "Agreement." By signing the Proposal, initialing this document, or accepting any deliverable from CT, the Client agrees to be bound by all the Terms and Conditions included herein.

COMPENSATION: As compensation for the Services, Client shall pay to CT the amount set forth in the Proposal, as increased or decreased pursuant to any fee adjustments set forth in any Change Orders (the "Fees"). All Fees for labor shall be at the labor rate recited in the Proposal times the amount of time rounded up to the nearest hour spent by CT, and shall not be capped by any estimate that appears in the Proposal. All Fees for materials shall be at CT's actual costs plus such additional markup(s) that are shown in the Proposal, or if no amount is shown then an additional twenty-five percent. CT shall submit invoices at the period recited in the Proposal or if no period is recited, at times of CT's choosing.

SCHEDULING: Client understands that the product design services to be performed by CT are unique, particularly suited to the Client and involves a great degree of interaction and discussion between the Client and CT. The schedule for the completion of the Services set forth in the Proposal is an estimate only. The time actually required to complete the Services or any portion thereof may be affected by a number of factors, including, but not limited to, Client availability, timely delivery of information by Client to CT, unforeseen design issues, design changes and modifications requested by Client pursuant to Change Orders and other matters which generally affect product design services. Under no circumstances shall Client have any remedy related to the date any Services are performed by CT or any deliverable is sent by CT to Client.

CHANGE ORDERS: In the event that Client requests any modifications to the Services, CT shall prepare and deliver to Client a written summary describing such modifications and the changes in the Services necessary to effectuate such modifications (a "Change Order"). The Change Order will also set forth the additional Fees, if any, and revised new estimated schedule for completion of the Services as a result of such modifications to the Services. After receipt of a Client request, verbal or written, for modifications to the Services, CT may elect to suspend all Services until CT receives a signed copy of the Change Order from Client. Should CT elect to suspend any Services, CT may revise any estimated schedule upon the resumption of Services. The execution of the Change Order by Client shall constitute authorization from Client to CT to proceed with the Services as modified by the Change Order and Client's consent to the increase or decrease of the Fees, if any, set forth in the Change Order.

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PAYMENTS/SECURITY INTEREST: Client shall pay to CT pursuant to the terms of the Proposal or if not terms are listed then fifteen (15) days after the receipt of any Invoice. Any amount which is not paid when due shall bear interest at the rate of 1.5% per month or portion thereof from the date such amount became due through the date on which payment is received by CT. All payments shall be made to CT at 27 Otis Street, Westborough, MA. As security for the amounts due to CT in connection with the Services, Client hereby grants and conveys to CT a security interest in and to and a lien on all of Client's property that is or may hereafter be in the possession of CT, including, but not limited to any intellectual property that is created by the Services. The security interest and lien herein granted to CT shall continue until and will be terminated only upon payment in full by Client of all amounts due to CT following completion or termination of the Services.

COLLECTION/ENFORCEMENT EXPENSES: In addition to any other amounts due hereunder, Client shall reimburse CT for all costs and expenses incurred by CT (including reasonable attorneys' and paralegals' fees and expenses) in collecting any amount due to CT or enforcing any provision of this Agreement.

INSPECTIONS: Provided that Client: (a) executes confidentiality agreements in a form chosen by CT; and (b) abides by all security safety requirements of CT while on CT's premises, Client shall have the right, upon reasonable prior notice to CT and during CT's normal business hours, to inspect and review CT's facilities and pertinent technical, project and financial records with respect to the Services; Notwithstanding the above, CT may: (w) impose certain times where CT's facility is off limits to all persons; (x) restrict certain areas of CT's facility from view; (y) require escorts; or (z) implement similar restrictions.

TERMINATION: Client may, by written notice to CT (a "Termination Notice"), terminate the Services at any time. No Termination Notice shall be effective until actual written receipt thereof by CT. CT shall cease performance of the Services as soon as is reasonably possible following receipt of a Termination Notice. Following termination of the Services, Client shall pay to CT any unbilled amounts for labor and materials at the rates recited herein, plus all expenses and non-cancelable commitments incurred by CT prior to or in connection with the termination of the Services (collectively, the "Termination Payment"). CT shall prepare a final Invoice with respect to the Termination Payment as soon as is practicable following receipt of a Termination Notice. CT will use reasonable efforts to minimize continuing charges and expenses associated with any termination of this Agreement and the Services; provided, however, that CT shall have the right to disassemble, organize and return all materials and equipment in connection with the Services. In the event that CT is successful in receiving credit from supplier for any material returned, this credit amount will be included in the calculation of the Termination Payment. All indemnification provisions, obligations for payment, security interests, rights for collection expenses, covenants to obtain indemnification, all responsibilities of the Client to maintain Safety Warnings and to comply with laws, all restricted uses of the Products and Services and any other term that by its nature provides an ongoing right to any party shall survive any termination of this agreement.

CT WARRANTIES: ALL SERVICES SHALL BE PERFORMED "AS IS" AND "WHERE IS". CT DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION THE WARRANTIES OF

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MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CT OFFERS NO WARRANTY WHATSOEVER ON THE SERVICES.

CLIENT WARRANTIES: Client warrants to CT that Client, and CT on behalf of Client, shall have the right to make, use and create derivative works for any invention, application, or apparatus disclosed to CT in connection with this Agreement, and that CT's performance of the Services shall not infringe the right of any individual or entity, including, but not limited to any rights in patents, trademarks, trade designs, copyrights, trade secrets or any other intellectual property rights.

STANDARD OF CARE: CT agrees to use the standard of care of a reasonably, similarly situated contract engineering firm, and offers no special standard of care relevant to any specific industry.

TECHNICAL DATA: Client shall promptly furnish to CT all necessary technical and other data necessary to perform the Services. All reports, designs, information, inventions, enhancement to existing intellectual property, and materials developed for Client by CT ("Project Information") shall be the property of CT until the completion or termination of the Services and payment in full of all amounts due to CT, at which time, all Project Information shall become the property of Client. Project Information shall not include items owned or developed by third parties or for which CT owned or had a license to, prior to the commencement of the Services.

RETURN OF INFORMATION: At, (a) the request of Client and (b) following: (i) completion or termination of the Services and (ii) payment by Client of all amounts due to CT, CT shall deliver to Client all Project Information, data, drawings, specifications, reports, estimates, summaries, and other information and materials which were created or obtained by CT in performing the Services. CT shall have the right to retain for its records copies of all such Project Information, data, drawings, specifications, reports, estimates, summaries, and other information and materials.

INVENTIONS/PATENT RIGHTS: Provided that Client has paid all amounts due to CT, CT will promptly disclose to Client all Project Information. At Client's request, sole cost and expense, CT will perform all lawful and necessary acts, sign all patent, trademark and copyright applications, oaths, assignments and other papers necessary to apply for, obtain and assign to Client and enforce the Letters Patent, trademarks and copyrights for any intellectual property rights in the Project Information. CT's duty to enforce any intellectual property right shall only include responding to reasonable requests from Client based upon Client's actions in policing Client's own intellectual property. CT shall not have any independent responsibility or duty to police any patent or initiate any legal action against infringers of any intellectual property. Client shall conduct and pay for all costs, expenses and other aspects of any patent, trademark or copyright application, prosecution, renewal, or policing process, including but not limited to, the assignment of intellectual property to Client, by CT all searches of intellectual property, attorney's fees and all other expenses incident thereto. CT shall assist Client in all such activities provided that, in addition to the Fees, Client shall pay to CT an amount equal to CT's applicable hourly billing rates multiplied by the time expended by CT personnel in connection with such assistance. Client hereby grants and agrees to grant to CT, a royalty-free, non exclusive, irrevocable, worldwide, assignable license, with the right to grant sublicenses, to use, modify, sell, offer for sale, import, export, make, and make derivative works for any Project Information for all applications in any industry outside

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the field of use and industries stated in Attachment A. CT's discovery of any specific use of the Project Information to any other industry shall not be considered Project Information, and CT (or its nominee) shall be free to pursue (and title itself) in any and all intellectual property rights for all such uses.

PROPRIETARY TECHNOLOGY: In the event that the Services require use of proprietary technology (patents, confidential information or know-how) which belongs to CT or for which CT has a right to use and grant sublicenses (collectively "CT Proprietary Technology"), then CT will negotiate under reasonable terms, a license to Client of the rights to such technology. Any use of CT's proprietary technology, which is anticipated by CT prior to the commencement of the Services shall be disclosed to Client prior to the commencement of the Services. Client understands that the use of any CT Proprietary Technology may require a separate non-disclosure agreement with respect to the use of said CT Proprietary Technology, and may also involve the limitation of use of said technology to specific industries.

SOFTWARE: Client understands that CT may produce software as part of the Services ("Software"). Client understands that in the production of the Software, CT may use or integrate software or libraries obtained from third parties ("Third Party Software") or software obtained pursuant to licenses that require source code to be distributed with all redistributions of the software ("Open Source Software") and portions of the Software may contain Open Source Software or Third Party Software. Where CT has a right to distribute source code for any software used to build or produce the Software, CT shall distribute to Client a copy of the Source Code of the software and any license for the use, sale or redistribution of the software, and all such software shall be subject to that license. Where CT has a limited license to only distribute object code of Third Party Software, CT shall deliver the object code and instructions on where the Client may contact the distributor for further licensing information. Wherein the Third Party Software has other requirements, the Software shall be distributed with those requirements. Client shall be solely responsible for determining compliance for the various software licenses in the Software and shall have the right to modify or change any CT provided Source Code to ensure compliance with the licenses. Client agrees not to reverse engineer, decompile, or disassemble any Third Party Software. Client agrees to obtain from its customers, an agreement not to reverse engineer, disassemble or decompile any Third Party Software, and to comply with all terms for the Open Source Software.

THIRD PARTY TECHNOLOGY: Client understands that CT may procure components or entire Systems from third parties as part of the Services (collectively, singular or plural "Components"). Client understands that these Components may have intellectual property rights owned by third party(ies) and that any future use of the Components will be subject to a license from the Components' owner. Client agrees to look only to the Component manufacturer for any remedy regarding the Components. Client shall be solely responsible for determining and maintaining compliance for the license requirements of the Components. Client shall have no remedy for any matter regarding the Components against CT. CT shall provide to Client information about the Components and any licenses to the Components within a reasonable time after CT becomes aware of any such requirements. Should CT discover a Component that may be customized by a third party to meet any need of Client or any duty shown herein, CT may engage such third party to customize such Component, and Customer agrees that it shall have no right,

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title or interest to such customization or the original Component unless agreed to in writing by said third party. Additionally, CT shall be released from any development responsibility that may in the Proposal when the customization purports to provide a deliverable that would satisfy CT's obligations had CT developed the customization and Component itself. Client agrees to sign any reasonable document, including any non-disclosure agreement, requested by CT or the third party to provide the title shown in this section, to protect third party's confidential information, or to otherwise allow such customization to occur.

DISCLAIMERS: CT makes no representations or warranties (i) regarding the intellectual property rights of Client in any invention, discovery, design, Software, Component any product, goods or other output or indicia of the Services (collectively, the "Products"), (ii) regarding any actual or potential infringement of the Products on any intellectual property or other rights of any person or entity, and (iii) regarding the prior development of current existence or any invention, discovery, design or product similar to the Products. CT expressly disclaims all liability and responsibility regarding (A) safety testing or warnings necessary or desirable in connection with any of the Products and (B) compliance with any federal, state or local laws with respect to the Products. CT shall have no liability or responsibility to conduct any investigation or inquiry with respect to the foregoing; provided, however, that CT shall disclose to Client all infringements upon the rights or patents of others and all violations of federal, state or local laws of which CT has actual knowledge.

RELEASE/INDEMNIFICATION: Client hereby releases and forever discharges CT and its Affiliates and shall indemnify, protect, defend and hold harmless CT and its shareholders, directors, officers, employees, Affiliates and agents from and against any and all claims, actions, suits, proceedings, obligations, liabilities, orders, damages, government inquiries and investigations of any nature (including, but not limited to subpoenas, expressions of interest, audits and all other phases of inquiries or investigations) costs and expenses (including attorneys' and paralegals' fees and expenses) resulting from, arising out, related to or in connection with any claim brought by any party based on contract (including indemnification regardless of whether such claim is due to CT providing express or implied indemnification to any third party including third party testing or certification companies), tort (including negligence, regardless of whether the negligence is by CT or its Affiliates acting alone, CT or its Affiliates acting with others, negligence of Client or the negligence of third parties), strict liability, or any other theory or form of action, even if such party has been advised of the possibility thereof, arising out of or in connection with, or incidental to (a) Client's breach of this Agreement, (b) Client's action or inaction or (c) any Service or Product, including, but not limited to: (i) any violation or infringement upon the rights of any individual or entity, including, but not limited to any rights in patents, trademarks, trade designs, copyrights, trade secrets or any other intellectual Property rights or (ii) any bodily injury, property damage, loss of use of a product, or any other damages, including but not limited to consequential damages, with respect to any Service, the Project Information or any Product.

INSURANCE: Client shall maintain in full force and effect necessary insurance for all foreseeable perils and to operate is business. Additionally, Client shall maintain any minimum amounts of insurance shown in the Proposal, if any. Client's Commercial General Liability and any product liability policies

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shall include CT, its directors, officers, and employees as Additional Insureds thereunder. Each such policy shall waive or otherwise prohibit insurer subrogation against CT and all such other Additional Insureds. Each such policy shall also include a severability of interests (or "separation of insureds") provision. The Additional Insured status under Client's Commercial General Liability Policy shall be provided pursuant to an Insurance Services Office (ISO) form CG 20 10 11 85 Additional Insured Endorsement, by a combination of ISO forms CG 20 10 and CG 20 37, or by other equivalent Additional Insured endorsement form(s) that provide both Premises and Operations and Completed Operations liability coverage that is at least as broad as that afforded by the above-referenced forms. With respect to liability arising out of Client's performance under this Agreement, all insurance required of Client hereunder shall respond on a primary (not excess or contributory) basis with respect to any similar insurance maintained by CT and/or any other party required to be included as an Additional Insured hereunder, notwithstanding any policy language to the contrary. Prior to the commencement of any performance under this Agreement, Client will provide CT with evidence that the insurance coverage required of Client hereunder is in full force and effect. In the event any such insurance renews or is terminated during the course of Client's performance, Client will promptly provide CT with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance will be in the form of a standard Certificate of Insurance or other form of evidence of insurance acceptable to CT, and shall contain sufficient information to allow CT to determine whether there is compliance with these provisions. Such evidence of insurance shall be accompanied by copies of any Additional Insured endorsements or automatic Additional Insured policy provisions necessary to achieve compliance with the Additional Insured requirements of this Agreement. All such evidence of insurance shall require that the insurer provide at least thirty (30) day written notice to CT prior to the effective date of policy cancellation (ten (10) day notice in the event of cancellation due to nonpayment of premium). All policies shall remain in effect for at least as long as the expected useful life of the Product plus an additional six (6) years. Nothing in this section shall serve as a limit to Client's liability, and the failure of Client to obtain insurance or of Client to enforce the obligations of this section shall also not limit Client's liability pursuant to any section of this Agreement.

SAFETY/WARNINGS /COMPLIANCE WITH LAWS: Client accepts and assumes all liability and responsibility for any and all safety testing and warnings in connection with any of the Products. Client agrees to take any and all actions necessary or desirable to ensure that the Products created or designed by CT and the use thereof complies with all federal, state or local laws, including any listing of any Product with any regulatory agency.

DELIVERIES: All deliveries from CT to Client shall be Ex Works (as defined by Incoterms 2010) and title and risk of loss with respect to such deliveries shall pass to Client at CT's shipping dock. All Products will be shipped with a point of origin of the United States. Diversion contrary to law is prohibited. Each party agrees to abide by any and all applicable laws or regulations relating to the export of products, including, but not limited to the Export Arms Regulations and International Traffic in Arms Regulations. Client shall promptly provide CT with any Export Control Classification Number and Harmonized Tariff Schedule number upon CT's request.

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PERSONNEL: The parties agree that Client shall not solicit or employ the employees of CT, for a period of twelve (12) months following the completion of the Services.

WAIVER: Any waiver by any party of its rights under the Agreement shall be in writing and signed by the party waiving such right. The failure of either party to enforce any of the provisions of this Agreement or any rights in respect thereto, or to exercise any election herein provided, shall not waive such provisions, rights or elections or subsequent breaches thereof.

FORCE MAJEURE: CT shall not be liable for delays in, or non-performance of, the Services as a result of strikes, lockouts, fires, war conditions, accidents, foreign or domestic governmental controls or other actions, embargoes or other causes beyond such CT's control, including but not limited to any delays caused by CT's suppliers in the delivery of any materials.

RELATIONSHIP OF PARTIES: The relationship of the parties shall be that of independent contractors and not as partners or joint ventures. Each party is, and is intended to be, engaged in its own and entirely separate business. Client acknowledges that this agreement is only with CT, and Client has no rights or recourse against any of affiliate, sister company, or parent company of CT, including, but not limited to Cogmedix, Inc, and Coghlin Companies, Inc. ("Affiliates").

THIRD PARTY AUDITS, SEALS AND CERTIFICATIONS: CT shall provide Client or its nominee reasonable access to any Product produced by CT pursuant to the Proposal for the purpose of testing the Product or auditing the process for developing the Product for the purpose of affixing any seal, certification or other designation upon the machine provided that: (1) Client provides reasonable notice to CT of any such test or audit; (2) Client or Client's nominee agrees to abide by any workplace regulation and sign any non-disclosure agreement requested by CT; (3) said third party does not seek or require any additional covenant, promise, indemnification, or warranty from CT by virtue of the seal affixed to the Product; and (4) Client provides written instructions authorizing the third party to see any and all intellectual property of client in the control of CT during said test or audit.

ALLOWABLE DISCLOSURES: Client irrevocably gives CT permission to disclose information regarding invoices, payments and purchase orders for this Project to any and all persons to which CT may have an obligation to pay any commission. Client further gives CT express permissions to disclose to its subcontractors or other third party service providers such information as may be necessary to complete the services shown on the Proposal. CT agrees to obtain a non-disclosure agreement with any vendor or service provider that receives any such disclosure.

ASSIGNMENT: This Agreement and the rights and obligations in connection herewith and therewith may not be assigned by Client without the prior written consent of CT. Any assignment in contravention hereof shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. CT may assign this agreement or subcontract any portion of this agreement.

NOTICES: All notices and other communications given hereunder shall be in writing and deemed to have been given when (i) personally delivered, (ii) one (1) business day after delivery to a nationally

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recognized overnight courier service, (iii) upon the written confirmation of receipt following the transmission of a telecopy or (iv) three (3) days after being mailed by certified mail, postage prepaid, to the addresses of CT or Client as set forth in the Proposal or to such other addresses as either party hereto may request by notice given as aforesaid.

DANGEROUS USES: Client hereby represents and warrants that no Product(s), good(s), Services or any delivery made from CT to Client shall be at any time used in, installed on or in, become spare parts for, be relied upon for, be used in the construction of, or be used in any way whatsoever for an inherently dangerous purpose, including, but not limited to, the operation of rail systems, or other motorized devices; demolition or activities involving explosive discharges; or control of artillery, armaments or other instruments of warfare. Client further warrants that no Products, Services, or any delivery made from CT to Client shall be at any time used in, installed on or in, become spare parts for, be relied upon for, be used in the construction of, or be used in any way whatsoever in conjunction with aircraft, missiles, or spacecraft (collectively "Aircraft"), including any ground handling tools or equipment, training aids, test equipment, instructions, manuals, blueprints, engineering tools, or other services and labor relating in any way to Aircraft or the aerospace industry. Client further warrants that no Products, goods, Services or any delivery made from CT to Client shall be at any time used in, installed on or in, become spare parts for, be relied upon for, be used in the construction of, or be used in any way whatsoever for any medical purpose or other purpose regulated by the United States Food and Drug Administration.

ENTIRE AGREEMENT/CONFLICT: This agreement constitutes the entire agreement and understanding between the parties with respect to the Services and supersedes all previous negotiations, agreements and representations between the parties, written or oral, with the exception of the mutually signed non-disclosure agreement, all of which shall be deemed to be merged into this Agreement. In the event of any conflict between the terms of the Agreement and any previous non-disclosure agreement, this Agreement shall govern. In the event of any conflict between the terms of the Agreement and the Proposal, the Terms and Conditions of this Exhibit A shall govern. Client may send purchase orders on its own forms for its convenience, however, Client irrevocably agrees that any terms and conditions appearing on said Purchase Order shall be null and void, and the terms of this Agreement shall control.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

EMPLOYEES AND ACCESS TO BUSINESS PREMISES: The parties both acknowledge that the other may from time to time have access to their business premises. The parties covenant and warrant that they have adequate general liability insurance and worker's compensation insurance to cover any employee, agent, or representative that is given access to the business premises of the other. The parties also covenant they will follow any rules established by the other for access to the business premises. The parties also expressly warrant they will pay all employment taxes, benefits taxes and salary of their respective employees, and nothing in this agreement shall confer employment status on any person. Neither CT nor Client is given any express license to enter the other's business premises by virtue of this

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Agreement, and CT and Client may deny the other access to all or part, by any criteria of its choosing, access to any of its business premises.

JURISDICTION AND VENUE: THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT, THE SERVICES OR ANY DOCUMENT, INSTRUMENT OR TRANSACTION IN CONNECTION HERewith OR THEREWITH SHALL BE HEARD OR LITIGATED EXCLUSIVELY IN COURTS HAVING SITUS WITHIN THE CITY OF WORCESTER OR PART OF THE SUBURBAN AREA, COMMONWEALTH OF MASSACHUSETTS. CT AND CLIENT CONSENT AND SUBMIT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY, COUNTY AND STATE AND IRREVOCABLY WAIVE ANY RIGHT TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING OR OBJECT TO THE JURISDICTION OF ANY SUCH COURT OVER THE PARTY HERETO.

SEVERABILITY: If any provision of this Agreement is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provisions and all remaining provisions of this Agreement will continue in full force and effect

LIMITATION OF LIABILITY: In addition to any other exclusion or limitation that may appear in this Agreement, under no circumstances shall CT be responsible for any incidental or consequential damages. Client's maximum remedy for any loss shall be the lesser of: (i) the amount paid to CT pursuant to this Agreement in the most recent calendar year or (ii) one million dollars (\$1,000,000.00).

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EXHIBIT B: Development Phase Descriptions

The phase gate process is intended to reduce and manage project risk. Risk in this case is defined as the likelihood of the project deviating from the intended function for the intended cost, for the intended product development cost, and schedule. Product development by its nature is uncertain and may require redirection as information is discovered, uncovered or brought into focus. As each phase is completed, the next phase will be re-evaluated and re-estimated. Occasionally phases may need to be iterated or extended if the goals of the phase are not accomplished adequately based on the latest available information.

Key minimum working documents for this proposal and the program moving forward are as follows.

- SOW (Statement of Work)

- FRD (Functional Requirements Documents), which may be incorporated in the SOW for the purpose of the proposal, and which will be a separate working document (or set of documents) at the conclusion of Phase 0

- WBS (Work Breakdown Structure)

- Rolling Costed BOM (Bill of Materials)

There are three major phases to the CTE product development process prior to introduction to manufacturing. Any product introduced to CT manufacturing must meet all SPL™ (Scaled Product Launch™) Criteria.

Phase 0 is intended to establish the appropriate level of definition, evaluate feasibility of successfully accomplishing the project, and assess and retire or manage the risk critical to program objectives. This may require building and testing a feasibility bench-level prototype of the system or key subsystems. Phase 0A is associated with the definition of the product, a conceptual design of the product, assessment of the risks, and identification of mitigation opportunities. Phase 0B is comprised of the building, testing or performing other assessments in order to retire critical risks.

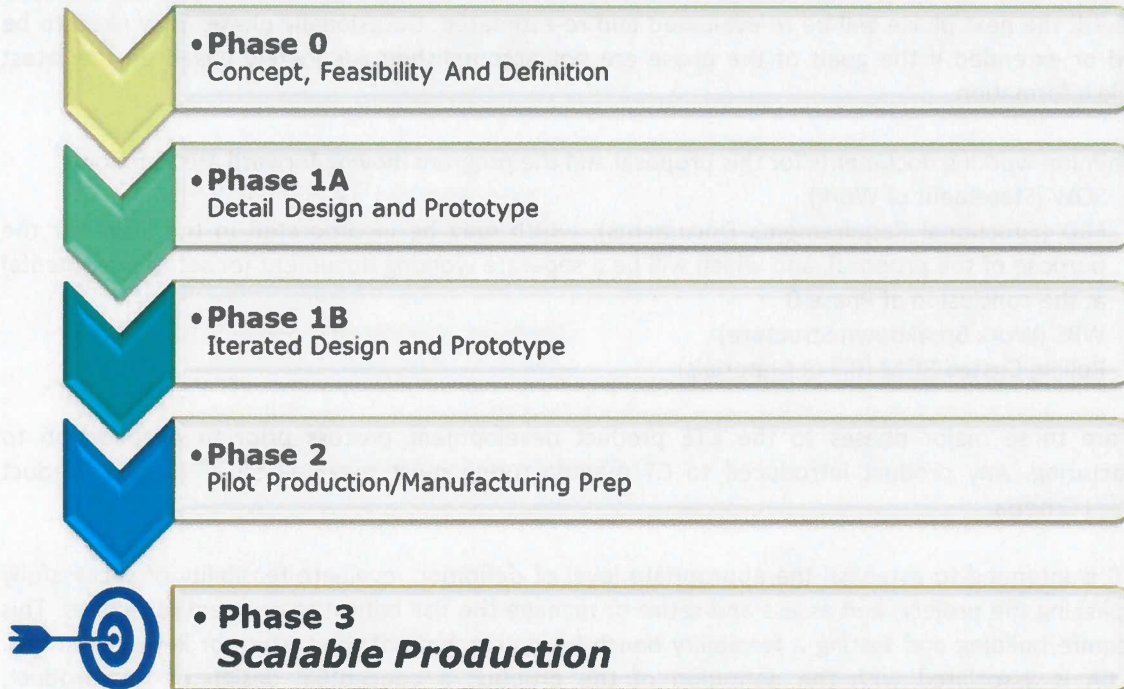
Phase 1 is the execution of the design for the first fully functional prototype. This unit may or may not be fit for field testing but is intended to meet all other requirements, though initial iterations built in Phase 1A may not. Design iteration and adjustments to the design and requirements that occur in Phase 1B will be based upon testing of the Phase 1A prototype. Phase 1A is the design, build and test of the first prototype unit(s), Phase 1B is the iteration of the design and test of the iterated prototype units.

Phase 2 is the design update and consolidation based on test results and findings in Phase 1. Phase 2 units are intended to substantially represent the ultimate production configuration. Phase 2A is the initial design, build and test of the equipment in its final configuration. These units are intended for field testing, full functional testing, and regulatory testing. Phase 2B is the iteration of the design and build, or retrofit, of the equipment based on Phase 2A findings. Phase 2B units will be retested to verify requirements are met. Phase 2B includes resources to complete all documents that are required to meet Scaled Product Launch™ (SPL™) criteria. SPL™ criteria must be met prior to transfer to

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manufacturing. This includes documents such as detailed work instruction by sub assembly. Aspects of Phase 2B may run concurrently with Phase 2A.

EXHIBIT B: Development Phase Descriptions; Continued



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Exhibit C: Statement of Work for Phase 0

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Statement of Work

Rev. A, 12/1/2017

Client: EDT

Project: DS200 Triage

Background:

Columbia Tech has been requested by EDT to receive and evaluate (4) four EDT DS200 units. The units are currently non-functional due to damage that occurred during an Eversource three phase cutover. CT will allocate a maximum number of hours per unit to diagnose each unit. Once the hours for a unit have been expended, if the unit issue(s) have not been identified the unit will be deemed unrepairable unless EDT requests and authorizes additional diagnosis time. This will be repeated for each of the four units. If the cause of the failure of each DS200 is discovered during the allotted time, resolution(s) will be identified and evaluated. The cost and effort to repair each unit will be quoted separately and implemented in the next phase if approved.

CT's phased gate development process is detailed in Exhibit 1.

Phase 0 – Test and Estimate Repair Costs

In phase 0 CT will work with each of the four units in an attempt to diagnose the damage, determine if it is repairable, and if so identify a potential solution.

Phase 0 Project Tasks:

- Develop Phase 0 project plan and detailed schedule
- Project kick off meeting
- Apply program management techniques and issue project status reports
- Conduct Status meetings no less than bi-weekly
- Review existing system documentation to understand the design intent and functionality.
- Develop debug approach
- Execute debug approach
 - Visually inspect for any damage
 - Apply power to unit
 - Verify adequate power is reaching each component per design detail
 - Verify communication channels
 - Use scope to probe specific areas
 - Continue debugging at lowest identified point of failure
 - Explore potential resolutions based on failure type and location
- Identify failed component(s) for each unit
- Determine if repair is possible
- Identify possible solution(s) including part availability
- Estimate repair costs per unit as required
- Perform a lead time analysis for potential replacement components
- Generate Phase 1A project plan
- Phase 0 completion meeting to review results of Triage
- Generate proposal for Subsequent Phase 1A

Phase 0 Project Assumptions:

- Units are diagnosable
- Estimated hours is sufficient to diagnose or determine if a unit is repairable
- All four units are of the same configuration and revision level

Columbia Tech Phase 0 Deliverables:

- Identification of failure for each unit
- Identification of proposed solution for each unit if possible
- Estimated cost to repair each unit if repairable
- Lead time analysis
- Project status reports
- Phase 1A schedule
- Proposal for Phase 1A

EDT Phase 0 Deliverables:

- Description of what transpired for units that need repair
- Current product acceptance test plan

Phase 0 Milestones:

- Phase 0 kickoff meeting
- Testing of 4 units
- Phase close out meeting
- Acceptance of proposals for subsequent Phases

Project Assumptions:

- These estimates are based on our current understanding of the task requirements. However, **Columbia Tech will invoice for actual time and materials expended during project execution** and this information will be provided to EDT by regular status updates.
- EDT technical resources will be available for real time feedback on the design input as required, and will provide up to date documentation and CAD files as they are available.
- The core team members will meet weekly to review status, open action items, and next steps.

Phase Gate Process – Exhibit 1

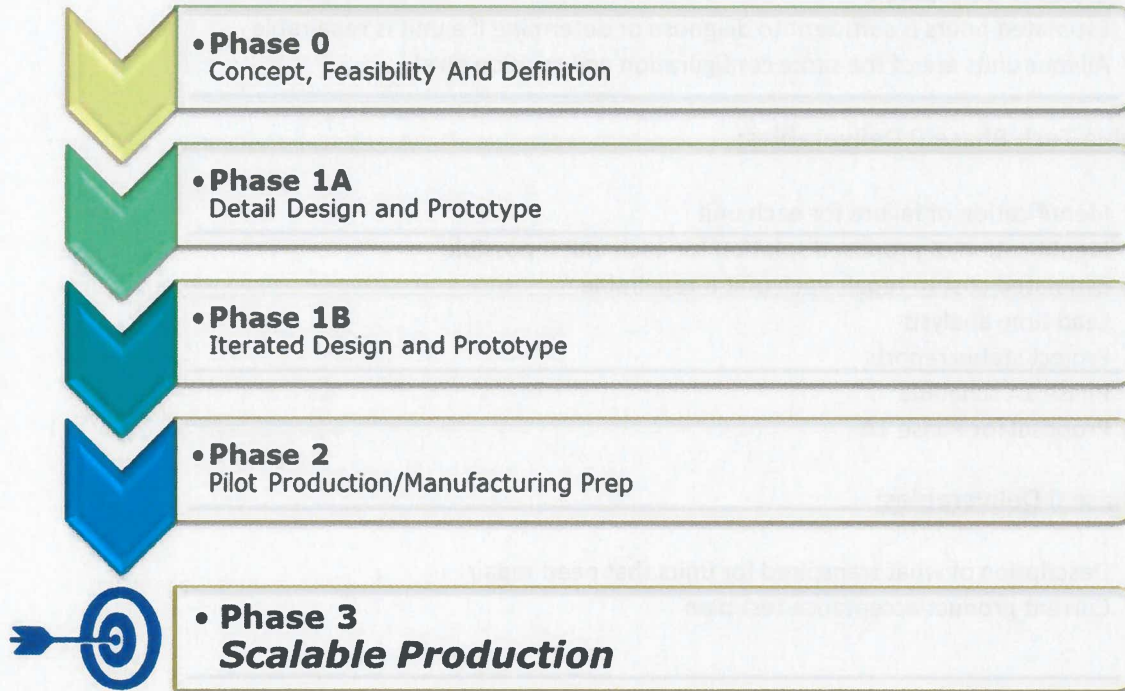


Exhibit D: Work Breakdown Structure for Phase 0

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Project Effort - EDT DS200 Triage				Engineering Labor Estimates		Program Management Estimates		Technician Labor Estimates	
Task #		Weeks	Hours Subtask	Estimated Engineering Hours	Estimated Engineering Costs	Estimated PM/TO Hours	Estimated Program Manager and Technical Oversight Costs	Estimated Technician Hours	Estimated Technician Costs
Task #	Phase 0 Definition, Concept Development and Feasibility	Weeks	Hours Subtask	Estimated Engineering Hours	Estimated Engineering Costs	Program Manager Hours	Estimated Program Manager Costs	Estimated Technician Hours	Estimated Technician Costs
1.00	Initiate project and kick-off meetings	0							
1.01	Kick-off meetings		2	2	\$330.00	2	\$330.00	0	\$0.00
	Internal kick-off meeting								
	Customer kick-off meeting								
1.02	Develop phase 0 project plan and detailed schedule		4	0	\$0.00	4	\$660.00	0	\$0.00
2.00	Review Existing Documentation	0.6							
2.01	Locate current documentation and review design		24	24	\$3,960.00	4.8	\$792.00	0	\$0.00
3.00	Debug Approach	7							
3.01	Create preliminary Debug approach		8	0	\$0.00	1.6	\$264.00	0	\$0.00
3.02	Evaluate and debug			0	\$0.00	0	\$0.00	0	\$0.00
	Unit 1		60	60	\$9,900.00	6	\$990.00	0	\$0.00
	Unit 2		60	60	\$9,900.00	6	\$990.00	0	\$0.00
	Unit 3		60	60	\$9,900.00	6	\$990.00	0	\$0.00
	Unit 4		60	60	\$9,900.00	6	\$990.00	0	\$0.00
3.03	Identify Proposed solution		16	16	\$2,640.00	3.2	\$528.00	0	\$0.00
3.04	Estimate repair costs		16	16	\$2,640.00	3.2	\$528.00	0	\$0.00
4.00	Perform a long lead time analysis	0.4							
4.01	Determine long lead parts		16	16	\$2,640.00	3.2	\$528.00	0	\$0.00
5.00	Meetings and Ancillary Activities	0.8							
5.01	Weekly conference calls (2 people for 1 hr/wk for 6 weeks)		6	6	\$990.00	6	\$990.00	0	\$0.00
5.02	Deliverables prep		4	0	\$0.00	4	\$660.00	0	\$0.00
5.03	Prepare project status reports		4	0	\$0.00	4	\$660.00	0	\$0.00
5.04	Phase 0 completion meeting		2	2	\$330.00	2	\$330.00	0	\$0.00
5.05	Internal Design Review		4	0	\$0.00	4	\$660.00	0	\$0.00
5.06	Update Phase1A proposal		4	0	\$0.00	4	\$660.00	0	\$0.00
5.07	Technical Oversight		8	0	\$0.00	8	\$1,320.00	0	\$0.00
Max Lead Time (Weeks)		8.95		322	\$53,130.00	78	\$12,870.00	0	\$0.00

1ME, 1 EE, 1 SWE, 1 TECH

Parallel tasks: items in yellow

Summary: Phase 0 Labor Cost Estimates	Hours	Rate	Cost
Phase 0 Engineering	322	\$165.00	\$53,130.00
Phase 0 Program Mgmt and Technical Oversight	78	\$165.00	\$12,870.00
Total	400	N/A	\$66,000.00

Exhibit E: Project Change Request Form

		Project Change Request Form <small>Document of Record for a project scope change request</small>	
<i>The CTE Project Change Request form is the document of record for a change request. It provides the background and justification for the type of change and the impact of that change.</i>			
Project Name		Subject	
Customer		CTE Program Manager	
Created by		Project Change Request #	(must match Change Log entry)
Date of Request		Implement due date:	
Type of Change	<input type="checkbox"/> SOW <input type="checkbox"/> WBS <input type="checkbox"/> Schedule Impact	<input type="checkbox"/> Labor Cost <input checked="" type="checkbox"/> Material Cost <input type="checkbox"/> Schedule	
Description and status of the change requested			
Priority	<input type="checkbox"/> High: Must be done by due date. <input type="checkbox"/> Medium: Should be done by due date. <input type="checkbox"/> Low: Flexibility on when this needs to be completed.		
Impact Severity	<input type="checkbox"/> High: Significant disruption to program schedule, cost, or quality <input type="checkbox"/> Medium: Manageable extensions to short-term schedule and cost <input type="checkbox"/> Low: Exposure is slight		
List of Impacted Deliverables			
Financial Impact (\$)	Labor: _____ Materials: _____ Other: _____ Total: _____		
Schedule Impact (days)	Time Required for the Change		
Resources Required for Change			

Authorization	Print Name	Signature	Date
Customer			
CTE Program Manager			

1
CTE Form-001 rev: A

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