

**AMENDMENT TO CONSULTING AGREEMENT DATED APRIL 10, 2015**

Where "Exhibit A" is referenced in the Agreement is now substituted with "Exhibit A. Any future services and compensation will be described and attached to this Agreement in subsequent exhibits to A".

AGREED AND ACCEPTED:

**Rainmaker Consulting Resources, LLC.**

Signature Jeff Oliver

Print Name JEFF OLIVER

Title Principal

Date 12/7/17

**Deep Imaging Technologies**

Signature Mary Helen O'Leary

Print Name Mary Helen O'Leary

Title CFO

Date 9/8/17

**EXHIBIT C**


Pursuant to the terms and conditions of the Agreement as amended on 9/8/17, CLIENT agrees to the following:

**SERVICES AND COMPENSATION**

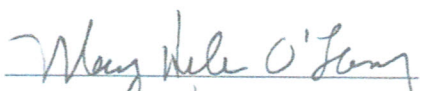
1. **Contact:** Consultant's principal Company contact:  
  
Name: Mary Helen O'Leary  
  
Title: CFO
2. **Product Provided:** In house recruiter.
3. **Services:** Consultant will render to Company the following Services:
  - Source and review resumes for open positions
  - Set up interviews with relevant DIT personnel
  - Collect feedback on actual interviews
  - Provide weekly report on progress, including position, source of resume, interviewee, who interviewed and feedback by each interviewer.
4. **Term:** The term of this Agreement shall start on September 15, 2017 and shall continue until completion of the specified Services which is estimated to be 1-2 months, but may be completed sooner, or until earlier termination pursuant to Section 5 of the Agreement.
5. **Compensation:**
  - (a) *Only if pre-approved by Company in writing, Company will reimburse Consultant for all reasonable travel expenses for which an invoice is submitted and which are incurred by Consultant in performing Services pursuant to this Agreement.*
  - (b) *Consultant's billing rate is \$50.00/hr. Consultant will provide invoices on the 15<sup>th</sup> and 30<sup>th</sup> of each month which will be approved by the above Contact. If there is a discrepancy in hours, adjustments will be worked out by the above Contact and Consultant. Payment terms will be net 15 days.*
  - (c) *Any hiring fees are separate and addressed in other Exhibits. Should Consultant source the interviewee and Company fills that position, the Consultant earns a hiring fees. Should the position be filled by other referrals such as from an employee, through linkedin or through other sources paid for by Company, the Consultant does not earn a hiring fee.*

AGREED AND ACCEPTED:

**Rainmaker Consulting Resources, LLC.**

Signature   
Print Name JEFF OLIVER  
Title Principal  
Date 12/7/17

**Deep Imaging Technologies**

Signature   
Print Name Mary Helen O'Leary  
Title CFO  
Date 9/8/17

**EXHIBIT B**

Pursuant to the terms and conditions of the Agreement as amended on 9/8/17, CLIENT agrees to the following:

**SERVICES AND COMPENSATION**

1. **Contact:** Consultant's principal Company contact:

Name: Mary Helen O'Leary

Title: CFO

2. **Product Provided:** Fill four positions.

3. **Services:** Consultant will render to Company the following Services:

- Provide resume flow for four positions:
  - (a) Two Repair Techs
  - (b) One Field Supervisor
  - (c) One other position
- Other positions as needed

4. **Term:** The term of this Agreement shall start on September 15, 2017 and shall continue until completion of the specified Services which is estimated to be 1-2 months, but may be completed sooner, or until earlier termination pursuant to Section 5 of the Agreement.

5. **Compensation:**

- (a) *Only if pre-approved by Company in writing, Company will reimburse Consultant for all reasonable travel expenses for which an invoice is submitted and which are incurred by Consultant in performing Services pursuant to this Agreement.*
- (b) *Consultant's will be paid \$20,000.00 for these positions. Contact has agreed that Consultant will invoice \$5,000 for each position which will be approved by the above Contact. Payment terms will be net 30 days.*
- (c) *Should Consultant fill more than four positions, the fee for the fifth and subsequent hires will be 15%.*

AGREED AND ACCEPTED:

**Rainmaker Consulting Resources, LLC.**

Signature Jeff Oliver  
Print Name JEFF OLIVER  
Title Principal  
Date 12/7/17

**Deep Imaging Technologies**

Signature Mary Helen O'Leary  
Print Name Mary Helen O'Leary  
Title CFO  
Date 12/7/17