



CLEARPATH ROBOTICS™

Quote Date: July 21, 2015
Valid Until: August 20, 2015
Prepared By: Tim Peckover *tpeckover@clearpathrobotics.com*

Seller: Clearpath Robotics, Inc.
 1425 Strasburg Road Unit 2A, Kitchener, Ontario, N2R 1H2
 Tel: 1 (800) 301-3863 x853 / Fax: 1 (888) 374-0091
 www.clearpathrobotics.com

Title: Jackal UGV and Sensors

QUOTE: UAF01-05

Ship to: ACUASI
 University of Alaska, Fairbanks
 3330 Industrial Ave
 Fairbanks, AK
 USA 99701
 Attn: Michael Hatfield

Customer: ACUASI
 University of Alaska, Fairbanks
 3330 Industrial Ave
 Fairbanks, AK
 USA 99701
 Attn: Accounts Payable

ID	Part #	Description	Qty	Price	Ext Qty
Robot Hardware					
1	006510	Jackal J100 Robotic Research Platform Specifications: On-Board Computer with WIFI, Bluetooth wireless Game Controller, GPS, IMU, Li-Ion Battery, Battery Charger, Sensor Mounting Plates, 17 kg mass, 20 kg max payload, 508 x 430 x 250 mm overall dimensions, 2 m/s (7.2 km/h) max speed, IP62 rating, -20 C to 45 C operating temperatures range Controls Specifications: 5/12/24 V regulated power available, integrated 2.8 GHz Dual Core Celeron PC, 32 GB HD, 2GB RAM, ROS preinstalled, Ethernet, USB 3.0, RS232. (IEEE 1394 available), integrated Wi-Fi (configurable to client or AP mode)	1	\$ 9,500.00	\$ 9,500.00
2	10001006	Discount available upon commitment by customer to provide required support to develop one (1) case study to Clearpath Robotics and provide video content, pertaining to the use of Clearpath's products in the customer's ongoing robotics work. It is acknowledged that the case study will be used by Clearpath in perpetuity as collateral to market Clearpath's products. The case study must be completed within 12 months of the purchase and final release of the case study by Clearpath and will not include any customer or project information that has been identified as confidential.	1	\$ (500.00)	\$ (500.00)
3	007192	Jackal J100 Extra Lithium Ion Battery Specifications: 24V, 270 Watt-hour, Lithium Ion battery pack	1	\$ 550.00	\$ 550.00
4	006961	Jackal J100 Battery Charger Specifications: Charger for 24V, 270 Watt-hour, Lithium Ion battery pack	1	\$ 105.00	\$ 105.00
5	006076	On-Board Computer Upgrade - Intel i54570T Dual Core, 2.9 GHz Processor Specifications: Jackal On-Board Computer Upgrade - Intel i5 4570TE Dual Core, 2.7 GHz Processor - WIFI Adapter - 128GB Hard Drive - 4 GB RAM	1	\$ 2,200.00	\$ 2,200.00
6	008091	Jackal Long Range Bullet Wifi Radio Specifications: 2.4 GHz long range 802.11b/g/n outdoor wireless radio. Up to 28dBm transmit power, -96dBm sensitivity, power over Ethernet. -40 to 80°C	1	\$ 1,500.00	\$ 1,500.00



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7	002154	Robot Control Station Specifications: Enclosed, self-contained 2.4 GHZ broadband Ethernet/serial gateway & wireless AP, supports encryption (100-600 mW adjustable output power). Includes tripod, NiMH battery, battery charger, supplementary antenna.	1	\$ 4,450.00	\$ 4,450.00
8	10005101	Jackal UGV Improved Weather Resistance Upgrade Specifications: Modification of Jackal UGV vehicle and sensors to increase weather resistance to greater than or equal to an IP65 rating	1	\$ 3,500.00	\$ 3,500.00
Robot Sensors					
9	008395	Jackal: SICK LMS151 Outdoor LIDAR Specifications: 50 m range (18 m @ 10%), 25/50 Hz scan, 270° FOV, 0.5/0.25° angular resolution, 40mm resolution, RS 232 / Ethernet/CAN, 10.8V to 30V DC, 20 W power draw (+40 W heating), 1.1 kg weight, outdoor, IP 67. Vehicle mounting and wiring (via Ethernet) included	1	\$ 6,630.00	\$ 6,630.00
10	007954	Jackal: 640x480 Colour Stereo Camera Specifications: Two 1/3" colour CCDs, 12 cm baseline, factory calibrated. 43°/66°/97° HFOV, 48 FPS. Firewire interface, 342 g weight. Vehicle mounting and wiring included	1	\$ 3,415.00	\$ 3,415.00
11	008429	Jackal: NovAtel SMART6-L 2 cm L1/L2 Terrastar Rover Unit Specifications: GPS mobile unit, 120 channels, 20 Hz output, capable of up to 10 cm Terrastar positioning, integrated active antenna, RS-232. Vehicle mounting and wiring included.	1	\$ 5,600.00	\$ 5,600.00
12	10005100	MicroStrain 3DM-GX4-45 Specifications: GPS aided inertial navigation system, GP Santenna and cable, USB communication cable, software and non-magnetic antenna lead. Vehicle mounting and wiring incl. Complete/Full ROS Driver development and testing included	1	\$ 9,815.00	\$ 9,815.00
Warranty					
13	10060007	3-year comprehensive support - Jackal Specifications: 3 Year Term Extended Warranty – Covers parts, Workmanship, and Labor. Priority access to Clearpath Customer Success Network & Product Support Team. 48 hour response to inquiries. Refer to Section 7 of the Terms and Conditions of Sale	1	\$ 1,900.00	\$ 1,900.00
Shipping					
14	10090001	DDP Incoterms 2010 North America - Shipping address as specified Specifications: Includes packaging, handling, insurance, freight, customs brokerage, import duties & taxes.	1	\$ -	\$ 1,000.00



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ID	Part #	Description	Qty	Price	Ext Qty
				Total	\$ 49,665.00

Payment Terms & Notes

- 1) 50% payable upon signed quote, 50% Due Net 30 Days OAC upon Delivery (Credit preapproved).
- 2) All prices are in American Dollars. All payments due in American Dollars.
- 3) Estimated time to ship 8 to 10 weeks ARO (After Receipt of Order), subject to 3rd party component availability and length of work queue at time of receipt of P.O.
- 4) Terms and conditions attached govern legal relationship of Customer and Seller.
- 5) Unless otherwise specified, total does not include any applicable duties, taxes, or any import/export related costs. Buyer is solely responsible.

Agreed to and Accepted by:

Authorized Signature

Date

Print Name

Title

**Clearpath Robotics Inc.
Jackal UGV and Sensors
Terms and Conditions of Sale**



1. SALE

Clearpath Robotics agrees to sell the hardware ('Hardware') specified in the Jackal UGV and Sensors proposal ('Proposal'), provide a license to any associated system software ('Software'), (Hardware and Software together, the 'Equipment'), and provide any related installation or other services specified in the Proposal, and the Customer agrees to purchase the Equipment and pay any service charges.

2. DELIVERY AND INSTALLATION

The term "**Cutover Date**" shall mean the date on which the Customer is notified in writing by Clearpath Robotics that the Equipment is installed and functioning so as to be substantially providing the basic service for which the Equipment is intended. Minor omissions or variances in the performance of the Equipment, which do not materially affect the operation of the Equipment as a whole, shall not affect or postpone the Cutover Date.

The "**Acceptance Date**" shall be within ten (10) days of the Cutover Date. This period is intended to provide any final changes to satisfactorily complete the installation of the Equipment. Upon completion, the "Acceptance Form" shall be signed by Customer and the final payment of the outstanding contract amount shall be paid by Customer.

3. ADDITIONS AND DELETIONS

The Customer will be responsible for paying all fees associated with any additional time required by Clearpath Robotics to complete the installation and the training due to delays on missed commitments by other vendors, suppliers or the Customer with regard to this project. The Purchase Price may be revised to reflect any additions, deletions or changes to the Proposal, which will be detailed in a Change Order Notice agreed to by both parties.

4. CHARGES AND PAYMENT

Clearpath Robotics will bill the Customer for, and the Customer shall pay, the price and all other charges specified in this agreement and all applicable taxes and government charges relating to the purchase, licensing and provisioning of the Equipment and any related services. Payment in full of the amounts in each bill is due on or before the date shown on the bill or, if no due date is shown on the bill, within 30 days of the date of the bill. The Customer shall pay interest on all overdue amounts at the rate shown on the bill or, if no interest rate is shown on the bill, at the simple 1.5% per month (18% per year). The Customer grants Clearpath Robotics, and Clearpath Robotics may register, a security interest in the Equipment in accordance with applicable personal property security legislation.

5. TITLE AND RISK

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Customer Initials: _____

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Except as may be provided for in any separate software license or use agreement that may be provided with the Equipment by Clearpath Robotics or by its third party suppliers, and that, if provided, will apply to the use of any Software by the Customer, (a) the Customer shall use any Software (whether embedded in the Hardware as firmware or otherwise) in accordance with any accompanying documentations and only in conjunction with the Hardware, (b) the Customer shall not assign, sub-license or distribute any right in the Software, copy (except for one copy for backup purposes), decompile, reverse engineer or disassemble, modify or transmit the Software, (c) the Customer shall not copy or distribute any accompanying documentation and (d) the Software any copy or modification of it is and will remain the sole property of Clearpath Robotics or its third party suppliers. The foregoing provisions are in addition to and do not replace the terms and conditions set forth in any third party terms and conditions.

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Except as may be provided for in any separate software license or use agreement that may be provided with the Equipment by Clearpath Robotics or by its third party suppliers, and that, if provided, will apply to the use of any Software by the Customer, (a) the Customer shall use any Software (whether embedded in the Hardware as firmware or otherwise) in accordance with any accompanying documentations and only in conjunction with the Hardware, (b) the Customer shall not assign, sub-license or distribute any right in the Software, copy (except for one copy for backup purposes), decompile, reverse engineer or disassemble, modify or transmit the Software, (c) the Customer shall not copy or distribute any accompanying documentation and (d) the Software any copy or modification of it is and will remain the sole property of Clearpath Robotics or its third party suppliers. The foregoing provisions are in addition to and do not replace the terms and conditions set forth in any third party terms and conditions.

7. WARRANTIES AND EXCLUSIONS

If Clearpath Robotics or an authorized representative installs the Equipment, Clearpath Robotics warrants that the Equipment shall operate in accordance with the agreed upon specifications in the Proposal, and any accompanying documentation, during the Warranty period, which begins on the Cutover Date and continues for the number of months specified in the Proposal, and the warranty is the 'Clearpath Robotics Warranty'. There is no Clearpath Robotics Warranty or Warranty Period if Clearpath Robotics does not install the Equipment.

During the Warranty Period Clearpath Robotics will repair or at its option, replace the Hardware or affected parts, using new or, at its option, used or refurbished parts, and will provide all maintenance releases and patches issued at no cost by the Equipment manufacturer(s) to correct Software problems of which Clearpath Robotics is notified by the Customer. Services described in this paragraph will be performed between 8:00 a.m. and 5:00 P.M. local time Monday through Friday, excluding statutory and Clearpath Robotics holidays. The Clearpath Robotics Warranty is null and void and Clearpath Robotics has no obligation to provide services described in this paragraph if (a) installation or servicing of, or repairs, shipment of equipment after the initial installation by Clearpath Robotics, additions or changes to the Equipment are made by any person not authorized by Clearpath Robotics, (b) the Equipment is damaged by causes external to the Equipment or is abused, neglected, or improperly stored or operated, (c) the Equipment is sold by the Customer to a third party without Clearpath Robotics' consent (which will not be unreasonably withheld); or (d) any payments due to Clearpath Robotics have not been made. Clearpath Robotics has no obligation to provide services under the Clearpath Robotics Warranty after the Warranty Period unless the Customer notifies Clearpath Robotics of the warranty claim before the end of the Warranty Period. The Customer's only remedy for breach of the Clearpath Robotics Warranty is performance by Clearpath Robotics of the services described in this paragraph.

Clearpath Robotics shall not guarantee error-free or uninterrupted operations of the Equipment. Clearpath Robotics is not responsible for inherent defects in the equipment or systems that are used in combination with the Equipment or for the Equipment's lack of expected capability or functionality unless otherwise set forth in the Proposal. Except for the warranties expressly set out above or elsewhere in this Agreement, Clearpath Robotics makes no warranties, representations or conditions of any nature whatsoever, either express or implied, and all warranties, representations and conditions (including express or implied warranties or conditions of merchantable quality, durability, and fitness for a particular purpose) are excluded, to the extent permitted by applicable law.

8. LIMITATION OF LIABILITY

Except for the obligations of indemnity in this Agreement, neither party (nor its suppliers or Customers) shall be liable to the other party for any damages for the loss of profits or business, loss or damage to data or failure to realize expected savings, or for any punitive, consequential, incidental or indirect damages, related to the use of or inability to use the Equipment or related to the provision of any services, even if the party could reasonably foresee or has been advised of the possibility of such damages.

Clearpath Robotics is not responsible for, or liable for any damages or other amounts related to: (a) the Customer's non-compliance with instructions of the manufacturer or Clearpath Robotics, or with the Customer's obligations under this Agreement; (b) any data, equipment, services, or database or other software, necessary for use or used in conjunction with the Equipment; (c) the unavailability of replacement parts or lack of manufacturer's support for the Equipment; or (d) any refusal of Clearpath Robotics to carry out any services under conditions that Clearpath Robotics determines hazardous.

The aggregate liability of Clearpath Robotics and its Affiliates to the Customer relating to arising out of this Agreement, whether in contract, tort or otherwise, shall not exceed the total of the price and all other charges paid by the Customer under this Agreement.

9. INDEMNITY

Customer Initials: _____

In addition to any third party terms and conditions, Clearpath Robotics will defend any claim or legal proceeding brought against the Customer based upon a claim that the Equipment infringes any intellectual property right enforceable in Canada and will pay any settlement, damages or other amount finally awarded, provided that: (a) Clearpath Robotics has sole conduct of the proceedings and any settlement negotiations; (b) the Customer has promptly notified Clearpath Robotics of all such claims and has not made any admissions in respect of them; (c) the Customer provides Clearpath Robotics with reasonable assistance and authority in connection with the defence of such claims; and (d) Clearpath Robotics may, in its discretion and at its expense, either procure for the Customer the right to continue to use the infringing item or, if these options are not commercially feasible, accept return of the Equipment from the Customer and grant the Customer a credit for the depreciated value of the Equipment. Clearpath Robotics shall have no liability for any claim of infringement based on any modification of the Equipment not approved by Clearpath Robotics in writing any combination, operation or use of the Equipment with any other equipment, data or programs not furnished by Clearpath Robotics, or any use of the Equipment in a manner for which the Equipment was not designed. This paragraph states Clearpath Robotics' entire liability and Customer's exclusive remedy for infringement.

10. SUSPENSION AND TERMINATION

Clearpath Robotics may immediately terminate this Agreement if the Customer fails to pay any amounts due under this Agreement, or if Clearpath Robotics determines, in its sole discretion, that the Customer is an unacceptable credit risk, provided that Clearpath Robotics gives five (5) days advanced notice to the Customer. In addition, either Clearpath Robotics or the Customer may terminate this Agreement by giving notice to the other if the other:

- a. is in material default of any provision of this Agreement, and does not remedy that default within thirty (30) days after receiving notice in writing of the material default;
- b. becomes insolvent or bankrupt
- c. appoints, or has appointed for it, a receiver or trustee in bankruptcy
- d. makes an assignment or takes any other action for the benefit of its creditor
- e. has instituted against it any proceeding in bankruptcy, receivership or liquidation, and such proceedings continue for thirty (30) days without being dismissed; or
- f. is wound up or dissolved.

If the Agreement is terminated by Clearpath Robotics, for any reason, all unpaid amounts specified in the Proposal, and all applicable taxes and government charges, shall immediately become due and payable to Clearpath Robotics, without demand, and if not paid Clearpath Robotics may immediately repossess and remove the Equipment without any further legal process. Clearpath Robotics is not liable for any damages or other amounts related to any action it is required to take to carry out such removal.

The Customer may not terminate this Agreement for any reasons other than noted above.

11. OTHER

Interpretation. The headings in this Agreement shall not affect the interpretation of any provision of this Agreement. The words 'including' and 'includes' mean 'including without limitation' and 'includes without limitation'. **Assignment.** The Customer shall not assign all or part of this Agreement without the prior written consent of Clearpath Robotics. **Relationship.** This Agreement does not create or imply any agency, partnership, or other joint relationship between the parties and does not authorize either party to bind or obligate the other in any way. **Force Majeure.** Clearpath Robotics is not responsible for performance of, or in default of, any obligation or provision of this Agreement where delayed, hindered or prevented by labour disruptions, failure of the networks of other companies, casualties, civil disturbances, legislation, regulation, judicial order, acts of civil or military authorities, accidents, fires, natural disasters or other catastrophes or events beyond Clearpath Robotics' reasonable control. **Severability.** If any part of this Agreement is void, prohibited or unenforceable, this Agreement shall be construed as if such part had never been part of this Agreement. **No Waiver.** The failure of the Customer or Clearpath Robotics to exercise any right under this Agreement, or to insist upon strict or full performance of the obligations under this Agreement, shall not constitute a waiver or relinquishment of any provision of this Agreement. In order to be binding upon a party, any such waiver must be express and in writing signed by that party. The rights of the parties under this Agreement are cumulative and not alternative. **Survival.** Any provisions of this Agreement, which, expressly or by their nature, extend beyond the termination of this Agreement, shall survive any termination of this Agreement. **Law.** Clearpath Robotics and the Customer shall comply with all laws applicable to the exercise of their rights and performance of their obligations under this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties hereto hereby agree that the Ontario courts shall have exclusive jurisdiction with respect to any dispute or matter relating to this Agreement or the transactions contemplated hereby. **Notices.** All notices necessary under this Agreement shall be given in writing, and either personally delivered, or sent by registered mail or facsimile to the Customer at its billing address in the Proposal and to Clearpath Robotics at 295 Hagey Blvd, Suite 9, Waterloo, Ontario, N2L6R5 Fax: (519) 513-2426. Notices, if personally delivered or sent by facsimile, will be deemed to have been received the same day, or, if sent by registered mail, will be deemed to have been received four (4) days (excluding Saturdays, Sundays and statutory holidays) after the date of mailing. **Entire Agreement.** Any terms and conditions in a purchase order or other similar document issued by the Customer in relation to the purchase, licensing or provisioning of any Equipment or related services that are different from or in addition to those in this Agreement are not binding on and are rejected by Clearpath Robotics. This Agreement forms the entire agreement between the parties, and supersedes all prior written and oral communications and agreements between the parties concerning the Equipment and any related services. All changes to this Agreement must be agreed to in writing and signed by parties.