

Technical Proposal

FOR

Monterrey Bay Aquarium Research Institute (MBARI)

**MBARI 4K ROV Camera
Doc. # 100221373 Rev C.**

Quote No. 603695

Revision 0
October 10, 2019

NOTICE -	This document contains TRADE SECRETS and/or COMMERCIAL or FINANCIAL INFORMATION and is PROPRIETARY to Sidus Solutions Inc.
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1.0 COMMERCIAL CONSIDERATIONS

Customer : Monterrey Bay Aquarium Research Institute

Cust. Reference: MBARI 4K ROV Camera System

Project Type : Engineering and Hardware Support

Seller : Sidus Solutions LLC

System : The equipment and services described in the "Scope of Equipment Supply and Services" in Section 2.0.

Price Basis : All prices are quoted in US Dollars (\$) and no provision has been made in the price under the Agreement for taxes, tariffs, duties, or imports of any kind.

Validity : The prices given in this Commercial Proposal are valid for 60 days from the date of proposal.

1.1 SUMMARY OF PRICING

Materials & Direct Labor (Qty 1 Lot)	\$66,759.00
Non-Recurring Engineering & Fixtures (Qty 1 Lot)	<u>\$87,883.00</u>
First Article Package Price (Qty 1 Lot)	\$154,642.00
Second Dome Evaluation (Option)	\$1,875.00
Measurement of Paraxial Parameters (Option)	\$5,700.00

Freight Term:

FCA San Diego
Any special delivery requirements will be billable at cost + 15%.

2.0 SCOPE OF EQUIPMENT SUPPLY AND SERVICES

2.1 MBARI 4K ROV CAMERA

2.1.1 *Description of items*

Sidus Solutions is pleased to provide a proposal in response to the **MBARI 4K ROV Camera System Request for Proposals rev. A 20Sep19**. Sidus is highly qualified to supply this item with almost 20 years of experience designing and building high quality underwater cameras and lights. Paul Remijan, an highly qualified optical designer extraordinaire, will design the relay lens.. This proposal is 100% complaint with the **MBARI 4K ROV Camera System Requirements Doc # 100221373 rev. C 20Sep19**. We do not anticipate any problems meeting the delivery schedule. There are some unknown details and tradeoffs to be evaluated while performing the detailed design. We have clearly identified these unknowns, as well as the assumptions that our proposal is based on (when known).

Technical information supplied in this proposal is proprietary to Sidus Solutions and should be kept confidential by MBARI and used only for bid evaluation.

Sidus proposes to design, fabricate and pressure test an underwater camera housing, optical domed port, relay lens and associated lens mounting hardware for use with a MBARI supplied camera module. Sidus will cooperate closely with MBARI to assess and resolve all unknowns and to support design tradeoff required to optimize the final design. Cost increases, if any, will be negotiated at that time.

Deliverable Items:

1. Design Documentation supplied prior to the start of actual fabrication

1.1. Optical design of the optical dome port, relay lens and associated lens mounting hardware with the following design products for evaluation and approval

- 1.1.1. Optical layout of the dome port and relay lenses with rim rays.
- 1.1.2. Polychromatic MTF curves at three focal lengths, minimum, mid-length and maximum focal length.
- 1.1.3. Ensquared energy plot.
- 1.1.4. Field curvature-distortion plot.
- 1.1.5. Polychromatic spot diagrams at three focal lengths, minimum, mid-length and maximum focal length.

1.2. Mechanical design of housing, consisting of:

- 1.2.1. Solid model of the:
 - 1.2.1.1. Camera Housing

- 1.2.1.2. Domed port
- 1.2.1.3. Relay lens
- 1.2.1.4. Associated relay lens mounting hardware
- 1.3. FEA plots of pressure rated components
- 1.4. Dimensioned outline drawing
- 2. Hardware fabrication to begin after approval of the design documentation**
 - 2.1. Camera housing**
 - 2.1.1. All wetted metallic materials: 6AL4V titanium
 - 2.1.2. Dimensions
 - 2.1.2.1. Unobstructed internal dimensions to be finalized by mutual agreement
 - 2.1.2.1.1. ID = Ø7.0"
 - 2.1.2.1.2. Length = 20"
 - 2.1.2.2. External dimensions
 - 2.1.2.2.1. OD = Ø7.75" (estimated)
 - 2.1.2.2.2. Overall length = TBD
 - 2.1.3. Weight - minimum possible weight
 - 2.1.3.1. In air = TBD kg
 - 2.1.3.2. In water = TBD kg
 - 2.1.4. Endcap mechanical interface
 - 2.1.4.1. Dual O-ring seal: one face seal and one piston seal
 - 2.1.4.2. Bolted attachment to housing tube
 - 2.1.5. Dome seat mechanical interface = TBD
 - 2.1.5.1. Dual O-ring seal: one face seal and one piston seal
 - 2.1.5.2. Bolted attachment to housing tube
 - 2.1.6. Components mounted on the endcap
 - 2.1.6.1. SeaCon Brantner titanium MINK19#22FCR (supplied by MBARI)
 - 2.1.6.2. SeaCon Brantner titanium MINF-1-FOSM-FCRL (supplied by MBARI)
 - 2.1.6.3. 10-32 UNF vacuum port
 - 2.1.6.4. Locations of connectors and vacuum port to be determined by mutual

agreement

2.1.6.5. Camera module (supplied by MBARI)

2.1.6.6. Mounting points for the camera module of type and locations to be determined by mutual agreement

2.1.7. Laser-etched markings

2.1.7.1. Orientation mark

2.1.7.2. Sidus Logo

2.1.7.3. Sidus P/N

2.1.7.4. MBARI markings requirements undefined

2.1.8. Pressure rating and environmental specifications

2.1.8.1. Depth Rating: 4000msw (5800psi)

2.1.8.2. Minimum design safety factor for the housing and optical dome: 1.25 times working depth before failure or yield (7250psi).

2.1.8.3. Minimum working life for housing and dome:

2.1.8.3.1. 5 years

2.1.8.3.2. 130 pressure cycles per year from 0 to 4000msw

2.1.8.3.3. mechanical reliability of 99.5%

2.1.8.4. Maximum external pressure rate-of-change: 200 psi per minute.

2.1.8.5. Operating temperature range: -8°C to +27°C

2.2. Optical dome port for Sony HDC-P50 video camera with

2.2.1. Material: optical grade BK7

2.2.2. ID = 7"

2.2.3. Actual dome ID will depend upon design trade-offs that need to be made between the camera viewing angle, optical resolution, optical distortion, dome port diameter and housing size and weight

2.3. Relay lens

2.3.1. The video camera will be a Sony HDC-P50 video camera

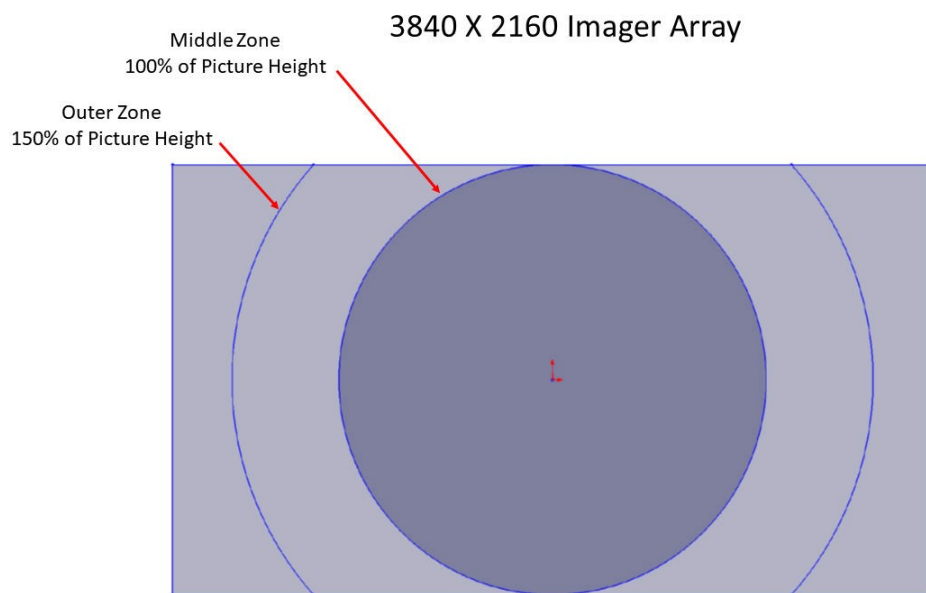
2.3.2. The camera lens is anticipated to be either a Fujinon UA13x4.5 BERD lens or a Fujinon UA14X4.5BERD lens

2.3.3. Camera lens selection to be finalized prior to the start of the relay optics design

2.3.4. The relay lens designer will be Paul Remijan

2.3.5. The dome/relay optics (dome port and relay lenses for dome field curvature correction) should be of high enough quality to not significantly degrade the image the camera module is capable of. This is an area where design trade-offs need to be made between the camera viewing angle, optical resolution, optical distortion and dome port diameter (housing size and weight). To preserve the maximum quality in a 4K image the following optical parameters are highly desirable:

2.3.5.1. The polychromatic spot diameter less than 2.5 microns across all zoom positions in the middle zone and have minimal roll-off through the outer zone to the picture edge (high field angles) (see figure 1).



Zones for evaluating spot diameter and MTF.

2.3.5.2. Polychromatic MTF (modulation transfer function). This specifies the lenses ability to transmit sufficient light and to maintain resolution and contrast across the visible spectrum for the range of zoom positions. The MTF should be around 50% at 100 line-pairs per millimeter. Full 4K resolution is around 200 lp/mm. The ultra HD camera lenses listed above have a center MTF >70% at 100 lp mm at all zoom settings.

2.3.5.3. Field curvature/distortion. This is the optical systems ability to faithfully reproduce the image across the visual field, i.e. do straight lines appear straight in the image. Some distortion, up to about 10%, is tolerable in this application, especially at the edges of a wide-angle image. For this application, high MTF at the corners is more important than low distortion.

2.3.5.4. The image should be free of “flare” and “ghosting” resulting from stray

light paths and exhibit minimal vignetting or loss of brightness at the edges of the visible image.

2.3.5.5. The relay optics shall use coated lenses to minimize internal reflections and transmission loss.

2.3.5.6. The camera, lens and optical port system must have the ability to focus from 30cm to 15 meters in seawater from the front of the optical dome port when the zoom and iris are at maximum (longest focal length and widest iris). Focus shall be retained as the zoom control is changed to from maximum to minimum zoom (wide angle) at any viewing distance within this range.

2.3.5.7. The camera, lens and optical port system must have a horizontal field of view width greater than 80 degrees and less than 95 degrees in seawater.

2.3.5.8. It is not necessary that that the optical system meet any of these requirements in air.

2.4. Relay lens mounting hardware – TBD

2.4.1. Separate from the camera module mounting

2.4.2. Will provide an alignment feature to ensure proper camera module centration

2.5. Shipping Case

2.5.1. No shipping case has been requested and has not been quoted. Wooden crating will be used for shipping.

3. Factory pressure test of housing and optical dome port

3.1. Ten cycles

3.1.1. 0 to 6,380psi to 0

3.1.2. Hold at pressure for 1 minute per cycle

3.1.3. Approximately 200psi per minute pressure rate of change

3.2. One cycle

3.2.1. 0 to 7,250psi to 0

3.2.2. Hold at pressure for 1 hour

3.2.3. Approximately 200psi per minute pressure rate of change

4. Customer site testing

4.1. Quoted at daily rate plus expenses

5. Optional design work quoted separately

5.1. Preliminary optical design of a second optical dome port ID

5.2. Measurement of paraxial parameters or camera lens

5.2.1. Yields data that has some uncertainty, accuracy will not be as good as the manufacturer's measurement

5.2.2. Errors of measured paraxial parameter data increase for larger zoom focal lengths

5.2.3. This makes an accurate calculation of MOD at full zoom very difficult

5.2.4. Inaccuracy of measured entrance pupil location increases the uncertainty of rim ray calculations, vignetting plots and axial location of camera lens

5.2.5. Errors in exit pupil locations adversely affect the accuracy of spot size / MTF calculations in Zemax

5.2.6. We really need to receive paraxial data from Fujinon and avoid accumulation of errors in the optical design and associated tolerance analysis.

Assumptions and Unknowns

1. Undefined mechanical interface between relay lens mounting hardware and camera chassis

2. Undefined mechanical interface between housing endcap and camera chassis

3. Thermal interface between housing endcap and camera chassis

4. Are sacrificial anodes required on the housing

4.1. It has been assumed that none are required

5. MBARI will provide the following equipment for use during the housing pressure test at Sidus:

5.1. SeaCon Brantner titanium MINK19#22FCR and dummy plug

5.2. SeaCon Brantner titanium MINF-1-FOSM-FCRL and dummy plug

6. Location of components mounted on the endcap to be determined by mutual agreement

7. The exact housing size will be determined by mutual agreement when the camera chassis and lens element spacing designs are complete

8. MBARI will finalized the selection of the camera lens prior to the start of the relay optics design

9. Actual dome ID will depend upon design trade-offs that need to be made between the camera viewing angle, optical resolution, optical distortion, dome port diameter and housing size and weight

2.2 INSTALLATION, COMMISSIONING, FAT AND TRIALS

This proposal does not include at site manpower services. An additional charge would be required to ensure that the Sidus Solutions supplied systems in this proposal are successfully installed, commissioned and tested. On-site work will be based on 10-hour days. Each activity shown is estimated based on “ideal” conditions. Any delays and/or disruptions encountered outside the control of Sidus Solutions Personnel, Sidus Solutions supplied systems or hardware will be documented and accounted for as “down time.” Accrued down time will be billed to the customer’s account.

The customer will provide resources (manpower, equipment, materials, etc.) to the maximum extent possible and practicable to greatly reduce the risk involved with down time, schedule delays and the overall success of the project. This will also form a mutual participation to further confirm the quality of the overall project by both parties.

During these activities, Sidus Solutions will provide: Installation Management to document and report the following; activity progress, delays, reasons for delays, issues and future work planning and schedule.

2.2.1 *Installation*

Sidus Solutions is available to provide manpower to conduct the following services in regards to the installation of the Sidus Solutions Supplied equipment detailed in this proposal.

- Inspection of foundations and/or mounts.
- Inspection of cable/core fitting to terminals
- Verification of field interconnection by inspection and provide completed Test Sheets.

Manpower Estimated

- 1 None

2.2.2 *Commissioning*

Sidus Solutions is available to provide manpower to conduct the following commissioning services for the Sidus Solutions Supplied equipment detailed in this proposal.

- Verification of grounding installation (Megger) tests
- Initial power-up of all equipment.
- Conduct tests in accordance to with Sidus and client supplied test procedures.

- 1 None

2.2.3 *Personnel Rates*

Field Technician day rate	\$2,200/day
Field Engineering / Analyst day rate	\$2,600/day

Notes:

1. Subsistence and travel costs for personnel and engineers port-to-portal and while working on site are billed to the Customer's account.

3.0 TERMS AND CONDITIONS

3.1 DELIVERY

The systems and equipment detailed is 12-16 weeks from date of order.

However, please state your required delivery schedule and we will endeavor to meet your requirements.

3.2 PAYMENT TERMS

Payment terms are requested to be structured milestone payments.

Simple milestones might include:

1. Acceptance of P. O.	= 30%
2. Completed Assembly	= 50%
3. FAT Acceptance	= 10%
4. Shipment of goods	= 10%
Totals	=100%

All installation, commissioning and sea trials charges in will be charged to the customer at the prevailing day rates in effect at that time.

3.3 PRICING

All prices are exclusive of tax, duty, and tariffs that may be applicable. Sale is contingent upon acquisition of export licensing if required.

3.4 WARRANTY

18 months from FAT or 12 months from commencement of operation of the equipment agreed as being of faulty design and/or manufacture. The warranty includes free labor and parts for all work carried out in our factory. Freight is not included.

For warranty work carried out outside our factory, the warranty covers only the parts. Travelling time, travelling costs, subsistence and accommodation will be billed to customer's account.

3.5 SCOPE OF RESPONSIBILITIES

Design & specifications

Item	Responsibility
Builder's/Clients specifications to base detailed design	Client
Functional Design Specification	Client

Equipment Layout

Item	Responsibility
Location / Arrangement of all physical equipment	n/a
Foundations & Installation of all Physical equipment	n/a
Foundation design, supply & installation of consoles	n/a

Cabling

Item	Responsibility
Specification of cable types	Client
Installation of cabling	n/a
Cable termination and marking at equipment end	n/a
Pressure Testing	Sidus
System Testing	Client

Drawings

Item	Responsibility
Installation drawings	n/a
Electrical as built and as installed	n/a
Mechanical/Physical Layout/3D Model	Sidus
Optical design of domed port and relay optics	Sidus
Pressure Test Report	Sidus

3.6 STANDARD TERMS AND CONDITIONS

1. **Applicability:** These Terms and Conditions are an essential part of the offer to sell equipment or services by Sidus Solutions (hereinafter referred to as "Sidus Solutions" or "Seller"). Such offer to sell is expressly conditioned upon the acceptance of these Terms and Conditions by the purchaser (hereinafter referred to as the "Buyer") of such equipment or services. The Terms and Conditions of any sale of equipment or services under any agreement resulting from the acceptance by Buyer of such offer are expressly limited to these Terms and Conditions; and any additional or inconsistent terms and conditions on Buyer's written expression of acceptance, purchase order, or any other document issued by Buyer, are rejected by Sidus Solutions and shall not apply to such sale.
2. **Acceptance of Offer:** Buyer may accept Sidus Solutions' offer to sell equipment or services to which these Terms and Conditions are attached in any written form, including, but not limited to, telegraphic or facsimile communications, which specifically refer to Sidus Solutions' offer. Any such acceptance of Sidus Solutions' offer shall result in an agreement (hereinafter referred to as the "Agreement") of sale of the equipment or services specified in the offer; and any such acceptance is subject to the provisions of Section 1 hereof.
3. **Delivery:** Delivery of all equipment purchased pursuant to the Agreement shall be F.O.B. Sidus Solutions' plant in San Diego, unless different delivery terms are agreed upon by the applicable parties as a part of the Agreement. Sidus Solutions shall prepare all equipment for shipment and deliver it to a local common carrier specified by Buyer for shipment to such location as Buyer shall designate. Insurance for equipment shipped to buyer shall be at buyer's expense.
4. **Acceptance of Equipment:** Buyer, or any user receiving shipment on behalf of Buyer, shall inspect all equipment immediately upon receipt. If Buyer does not notify Sidus Solutions in writing within thirty (30) days of delivery of any defect, shortage, or other failure to conform to the terms of the Agreement, the equipment shipped shall be deemed to have fulfilled the terms of the Agreement and to have been accepted by Buyer as delivered.
5. **Payments:** Buyer shall pay to Sidus Solutions the amount set forth on each invoice submitted by Sidus Solutions within thirty (30) days of invoice date.
6. **Warranty:**
 - A. **General Warranty:** Sidus Solutions warrants that all equipment sold pursuant to the Agreement is free from defects in material or workmanship at the time of delivery. If Sidus Solutions receives written notice of any such defect within twelve (12) months of shipment, and if the defect is not the result of improper usage, service, maintenance, or installation by someone other than Sidus Solutions or its authorized representative, and the equipment has not been damaged or abused after delivery nor altered or modified by anyone other than an authorized employee or representative of Sidus Solutions, Sidus Solutions shall replace or repair (at its sole option) the defective parts of equipment in accordance with the following:
 - (i) (1) Any such defective part or parts may be returned prepaid by Buyer to Sidus Solutions' plant (or to any other repair facility designated by Sidus Solutions); (2) if Sidus Solutions, in its sole discretion, determines upon examination that the part or parts returned contain a defect in material or workmanship covered by this warranty, Sidus Solutions shall repair or replace the part or parts at its expense, return ship such system, and bill Buyer for the cost of transportation of the repaired or replaced parts, (3) If Sidus Solutions determines upon examination that there is a defect in the part or parts returned, but the defect is not covered by this warranty, Sidus Solutions shall notify Buyer of the cost incurred to diagnose the defect and of the estimated cost of correcting the defect and, if requested to do so by Buyer, will correct such defect at Buyer's expense by repair or replacement, return ship such part or parts to Buyer, and bill Buyer for the cost of transportation, diagnosis, and repair or replacement, (4) If Buyer does not request Sidus Solutions to repair or replace such defect, Sidus Solutions shall return the part or parts to Buyer and bill Buyer for the cost of transportation and diagnosis.
 - (ii) Sidus Solutions warrants that any repairs performed pursuant to this agreement shall be free from defects in material and workmanship for a period of ninety (90) days from the date of shipment. In accordance with the terms of (i) above, Sidus Solutions shall correct such defect at its expense and return ship such parts and/or equipment to Buyer. Buyer shall be responsible for all transportation costs related to such repair.
 - B. **Consequential Damages:** SIDUS SOLUTIONS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED AS A RESULT OF ANY DEFECT IN ANY EQUIPMENT SOLD HEREUNDER, and Sidus Solutions' liability is specifically limited to its obligation described herein to repair or replace a defective part or parts covered by this warranty.
 - C. **Exclusive Warranty:** THE WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY, ORAL OR WRITTEN, MADE BY SIDUS SOLUTIONS, AND IS IN LIEU OF AND REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANT ABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
 - D. **Inspection:** Sidus Solutions may inspect any of the equipment furnished hereunder at any time during the warranty period.
7. **Liability:** Notwithstanding any other provision of the Agreement, Sidus Solutions shall not be liable for any loss, damage, or liability incurred by Buyer or by any user of the equipment, documentation (whether certified or not), or services furnished by Sidus Solutions arising out of the use of such equipment, documentation, or services, whether due to the negligence of Sidus Solutions or otherwise. Sidus Solutions shall in no event be liable for incidental or consequential damages for any failure or delay in furnishing equipment, documentation, or services, or occasioned by the use, malfunction, or failure of any equipment, documentation, or service furnished by Sidus Solutions. Sidus Solutions liability for any defect or malfunction in any equipment or services rendered shall be limited exclusively to repair or replacement of equipment as provided by Section 6 herein.
8. **Patents:** Sidus Solutions shall, at its own expense, defend any suits that may be instituted against the Buyer for alleged infringement of United States patents relating to equipment which Sidus Solutions manufactures and which is sold pursuant to the Agreement, provided such alleged infringement consists only in the use of such equipment itself and not as a part of any combination with other devices and parts, and provided the Buyer gives Sidus Solutions immediate notice in writing of any alleged infringement and of the institution of any such suit and permits Sidus Solutions, through its counsel, to answer the allegation of infringement and to defend such suit, and provided the Buyer gives all information, assistance, and authority required to enable Sidus Solutions to so answer and defend. In case of a final award of damages in any suit Sidus Solutions defends pursuant to this Section 8, Sidus Solutions will pay such award, provided, however, that Sidus Solutions shall not be responsible for any settlement compromise made without its written consent.
9. **Taxes:** No provision has been made in the price under the Agreement for taxes, tariff, duties, or imposts of any kind. The amount of any and all present or future taxes or other charges by any government upon the production, shipment, installation, or sale of the equipment or services sold under the Agreement, including sales, use, occupation, or possessor taxes, or export or import tariffs or duties, shall be added to the price and paid by the Buyer; or, in lieu thereof, the Buyer shall, prior to shipment, furnish Sidus Solutions with tax-exemption certificates acceptable to the taxing authorities.
10. **Proprietary Information:** All information, written or oral, provided by Sidus Solutions to Buyer relating to the equipment sold or services furnished pursuant to the Agreement is proprietary to Sidus Solutions whether so marked or not, and shall not be reproduced

or duplicated by Buyer without the prior written consent of Sidus Solutions. Buyer shall prevent the disclosure of any such information to any third party, and shall disclose such information only to those employees of Buyer whose function necessitates their knowledge of such information.

11. **Governing Law:** The Agreement is governed in its interpretation, performance, and enforcement by the laws of California.
12. **Force Majeure:** Any delay by Sidus Solutions in furnishing equipment or services pursuant to the Agreement or in performing any of its obligations thereunder shall be excused and shall not allow the Buyer to terminate the Agreement, nor to delay payment or performance, not to take any other contractual action, including imposition of liquidated or actual damages, if such failure to perform arises out of causes beyond the control of Sidus Solutions. Such causes include, but are not limited to, acts of God or of the public enemy, acts of any foreign or domestic government body in either the sovereign or contractual capacity, war, fires, earthquakes, floods, epidemics, labor disturbances, strikes, freight embargoes, severe weather, mobilization or military call-up, confiscation, revolt or riot, or delays or defaults of subcontractors. In the event of a delay as described in this Section 12, an appropriate adjustment of the delivery schedule set forth in the Agreement shall be made. In the event the delay described continues for a period of six (6) months or more, Sidus Solutions may terminate this Agreement without further liability to Sidus Solutions.
13. **Installation:** Unless otherwise provided in this Agreement, installation of any equipment purchased hereunder shall be the responsibility of Buyer. However, Sidus Solutions shall, on request, provide a qualified engineer to supervise the assembly, installation, and final testing or adjustment of such equipment. All time actually spent on such work, and in transit to and from such work, shall be provided at Sidus Solutions' then daily rates in the base area from which such Sidus Solutions engineer operates. Buyer shall also pay for all expenses of such engineer, including transportation, room, board, and other travel expenses, as well as, consumable materials used during the course of installation which are outside the scope of contracted deliverables. Such materials shall be invoiced at cost plus ten percent.
14. **Field Service:** Unless otherwise agreed in writing, Sidus Solutions will provide field service to Buyer under the following terms:
 - A. Rates quoted are based on individual days.
 - B. Travel time is charged at the individual day rate.
 - C. All field service time is computed "portal to portal".
 - D. All related travel and expenses are billed at cost plus 15%. Meals and incidentals are invoiced on a per diem basis at the Sidus Solutions current published rates for domestic, international and under way travel.
 - E. Airlines tickets requiring greater than eight (8) hours travel time are booked in business class or as required to accommodate Buyer's schedule. Sidus Solutions will make any and all travel arrangements. However, Buyer may, at its option, make travel and accommodation arrangements and pay those costs directly, outside of any agreement with Sidus Solutions.
 - F. Consumable materials used during the course of field service performance, which are outside the scope of contracted deliverables, shall be invoiced at cost plus ten percent.
 - G. Field service charges are invoiced on a weekly basis, with travel and expenses invoiced as soon as data is available.
 - H. Daily Rates:

Field Technician day rate	\$2,200/day
Field Engineering / Analyst day rate	\$2,600/day.
15. **Buyer's Default:** In the event Buyer fails to perform any of its obligations under the Agreement, advises Sidus Solutions of its intention not to perform any of such obligations, or otherwise appears unable to so perform, Sidus Solutions may give Buyer written notice of default. If, within ten (10) days of receipt of such notice, Buyer has not corrected such failure to perform or has not otherwise given Sidus Solutions adequate assurance of performance, Sidus Solutions may, in its sole discretion, declare the Agreement terminated, stop all further performance, and elect either of the following remedies:
 - A. Hold Buyer liable for (i) all costs committed or incurred by Sidus Solutions up to the date of termination, (ii) all costs incurred by Sidus Solutions in connection with or as a result of such termination, (iii) the profit which Sidus Solutions would have realized on completion of performance (such profit shall be calculated from actual costs incurred plus Sidus Solutions' estimated cost to complete its performance of the Agreement; if such computation results in a projected loss, zero profit shall be assumed and no reduction of the sums set forth in (i), (ii), and (iii) shall be made), and (iv) all fees and expenses, including reasonable attorney's fees, incurred by Sidus Solutions in the collection of this amount. Buyer, upon payment of the assessments set forth above, shall be entitled to possession of any hardware items which are complete on the date of such termination. All incomplete hardware and all data and software shall remain the property of Sidus Solutions.
 - B. Retain all equipment, data and software manufactured as of the date of termination. In such event, Sidus Solutions' damages will be difficult or impossible to determine, and in lieu of any actual damages, Buyer shall pay to Sidus Solutions, as liquidated damages and not as a penalty, a sum equal to ten percent (10%) of the total contract price, plus any and all fees and expenses, including attorney's fees, incurred by Sidus Solutions in the collection of such sum.Nothing in the Agreement or in this Section 15 shall be construed as limiting Sidus Solutions' remedies for breach, and Sidus Solutions may, in addition to the remedies set forth in this Section 15, exercise any and all rights and pursue any and all remedies available under applicable law.
16. **Assignment:** Buyer shall not assign the Agreement or any rights under the Agreement without the prior written consent of Sidus Solutions, and no purported assignment by Buyer shall be binding on Sidus Solutions without such consent.
17. **Publicity:** Buyer shall not make or authorize any news release, advertisement, or other disclosure using Sidus Solutions' name without Sidus Solutions' prior written approval.
18. **Separability:** If any portion of the Agreement is found by any court or other judicial or administrative authority to be unenforceable or otherwise void, the remaining provisions of the Agreement shall not be affected thereby, and shall remain in full force and effect.
19. **Waiver:** The failure of Sidus Solutions to insist on the performance of any obligation of Buyer hereunder shall not be construed as a waiver by Sidus Solutions of such obligation or any other obligation of Buyer hereunder, and the same shall remain an obligation of Buyer.
20. **Covenant Not to Solicit Employees for Employment:** Under no circumstances, shall the Buyer attempt to solicit for employment, any employee of the Seller, on a part-time or full-time basis. Seller's employees have been instructed to immediately report any attempt of such solicitation by the Buyer. This covenant not to solicit employees for employment shall be in effect for a period of 180 (one hundred eighty) days following completion of said contract.
21. **Complete Agreement:** The Agreement shall constitute the entire understanding of the applicable parties as to the subject matter thereof and replaces and supersedes all prior or contemporaneous agreements, written or oral, as to such subject matter. No addition to or modification of the Agreement or of these Terms and Conditions shall be binding upon Sidus Solutions unless in writing and signed by an authorized representative of Sidus Solutions.
22. **Headings:** The headings to the foregoing paragraphs are for convenience or reference only and do not form a part of the Agreement and shall not in any way affect the interpretation thereof.