



OMNIxi Secure Terminal

Direct Sale Price List

Prices Effective 8/3/2011

Terminal

Part Number for L-3 Direct Orders	Item	L-3 Direct Unit Price	Comments
K10050598-509	OMNIxi™ Secure Terminal 1-999 units	\$ 1,400	Type-1 security for voice and data applications. Fully compatible with SCIP / FNBDT equipment. Includes two DB-25 Data Cable Adapters: 1 for Local Serial Interface and 1 for Network Serial Interface. OMNIxi™ Secure Terminal with Multi Universal Key Material Supports: National, NATO, Coalition and CCEB
K10050598-509	OMNIxi™ Secure Terminal 1,000 + units	\$ 1,350	Type-1 security for voice and data applications. Fully compatible with SCIP / FNBDT equipment. Includes two DB-25 Data Cable Adapters: 1 for Local Serial Interface and 1 for Network Serial Interface. OMNIxi™ Secure Terminal with Multi Universal Key Material Supports: National, NATO, Coalition and CCEB

Upgrades, Extended Warranties and Ancillary Equipment

Part Number for L-3 Direct Orders	Item	L-3 Direct Unit Price	Comments
Upgrades			
N/A	OMNI to OMNIxi SW Upgrade	\$ -	This software upgrade to the OMNI SCIP/FNBDT terminal is available at no charge to existing users of the OMNI terminal. To obtain access to the OMNIxi mode of operation please visit www.L-3Com.com/OMNIxiupgrade for further upgrade information, access codes, and set-up instructions. This upgrade is available to all OMNI units. This OMNIxi upgrade kit introduces secure digital voice and secure high-speed serial data (115.2 kbps Async and 15 Mbps Sync) over digital networks via the TIA/EIA-232E/530/530A digital network interface.
N/A	OMNI™ Upgrade Retrofit	\$ 655	This modification of pre-Release 3.0 units, allows for the future enhancement of the OMNI™ and OMNIxi™ to support crypto modernization and increase the maximum data rate (OMNIxi™ link encryption mode) to 15Mbps. The user will ship the OMNI™ unit (prepaid) to L-3 CS-E. L-3 CS-E will upgrade and return the unit to the user.
N/A	Combined OMNI™ Upgrade Retrofit and OMNIxi™ Upgrade Kit	\$ 720	This includes the OMNI™/OMNIxi Hardware Upgrade Retrofit, the SCIP/FNBDT secure terminal OMNIxi Software Upgrade, and the OMNIxi DNI cable. The OMNI™/OMNIxi Upgrade Retrofit of pre-release 3.0 units allows the future enhancement of the OMNI and OMNIxi to support crypto modernization and increase the maximum data rate (OMNIxi link encryption mode) to 15 Mbps. The SCIP/FNBDT Secure Terminal OMNIxi DNI cable allows for digital network interface when used in the OMNIxi link encryption mode. The user will ship the OMNI unit (prepaid) to L-3 CS-E for the upgrade to be preformed.

Extended Warranties			
N/A	OMNIxi 1 Year Warranty Extension	\$ 100	Adds an additional one year on top of the 2-yr no cost warranty
N/A	OMNIxi 3 Year Warranty Extension	\$ 330	Adds an additional three years on top of the 2-yr no cost warranty
N/A	OMNIxi Out of Warranty Repair	\$ 595	Call L-3 Help Desk for RMA and instructions for Preparing the OMNI for Shipment back to L-3 for repair

Ancillary Equipment			
K10048886-2	DTD Adapter Cable	\$ 190	This cable connects the OMNI or OMNIxi terminals to an AN/CYZ-10 DATA Transfer Device (DTD) for the loading of key material.
K10052194-502	OMNIxi Power Supply	\$ 75	91-252 VAC, 47-63 HZ (Auto Ranging) power supply to power the OMNIxi terminal. This is a direct replacement for the power supply that is included in the original kit of parts for both OMNI™/OMNIxi™. Shielded AC power cord included.
N/A	Digital Network Cable Kit for OMNI Hardware Version 3.0	\$ 65	For units with part numbers K10049663 or K10050598. Shielded power cord replaces original power cord. Digital Network cable, one end terminates in a DB25 connector, the other connects on the OMNIxi Digital Network interface port (side of OMNIxi).
N/A	Digital Network Cable Kit for OMNI Hardware Version 2.5	\$ 110	For units with part number K10048240. Shielded power cord replaces original power cord. Digital Network cable, one end terminates in a DB25 connector, the other connects on the OMNIxi Digital Network interface port (side of OMNIxi). Local Data cable, one end terminates in a DB25 connector, the other connects to the OMNI/OMNIxi local data port (back of the unit).
K10048260-3	PC/Laptop Local Data Cable	\$ 75	Local Data cable, one end terminates in a DB9 connector (PC or Laptop), the other connects to the OMNI/OMNIxi local data port. (back of the OMNI/OMNIxi)
K10048260-4	Local Data Cable	\$ 75	Local Data cable, one end terminates in a DB25 connector, the other connects to the OMNI/OMNIxi local data port (back of the OMNI/OMNIxi).



Direct Sales orders are placed directly with L-3 Communications. These can be either credit/impact card purchases or purchase order arrangements.

1. L-3 Standard Terms and Conditions apply
2. All prices F.O.B. Origin
3. Delivery: Please call
4. Payment Terms: Net 30 days
5. Commercial packaging practices apply
6. Prices subject to change without notice and prices do not include state and federal tax. All orders must include applicable sales tax unless a tax exemption certification number is provided.
7. COMSEC account required

Point of Contacts:

Contracts:

Paul Boginsky
Contracts Manager

IA Products

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Business Development

STE and OMNIxi

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Government Program Office:

Marianne McGinty

Business Manager

MPO Office

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STE Technical Support

Help Desk

Toll Free within US:

(800) 339-6197

Direct

(856) 338-6207

STEHelp@L-3Com.com

Additional Information:

Cage Code: 11447

Tax ID Number: 13-3937436

Duns Number: 618019632

Remittance Address:

Check

Bank One

Lock Box No. 905959

P.O. Box 905959

Charlotte, NC 28290-5959

EFT Payments:

Bank One

ABA #071000013

Account No. 10-46226

L-3 Communication Systems-East Direct Sales Credit Card Form

L-3 General Terms and Conditions of Purchase for OMNI (6/06)

Acceptance of Orders: L-3 Communications Corporation, L-3 ("L-3") acknowledges your interest in the OMNI and application software contained therein (the "Software") (collectively the "Product(s)") and offers to provide you ("Buyer") the Product and license the Software under the terms and conditions set forth herein. The nature of our business is such that we handle for our buyers a very large number of orders, many of which specify terms and conditions which would add to or differ from those set forth herein. To negotiate individually with respect to those terms and conditions, which vary from buyer to buyer, would seriously interfere with our service to all our buyers. Consequently, notwithstanding any terms and conditions which may appear on your order, your acceptance of this proposal, by issuance of a purchase order or otherwise, shall constitute your offer and shall be governed solely by the terms and conditions set forth herein. Modifying, inconsistent or additional terms and conditions of your offer shall not become a part of any contract resulting from this proposal unless accepted in writing by L-3. Any offer or order resulting from this proposal shall not be binding upon L-3 until accepted by L-3 in writing.

Software License: Subject to these terms and conditions, L-3 grants to Buyer a limited, personal, non-exclusive license (the "License") for use only with the Product. This License may be transferred only upon transfer of the Product.

Prices: Unless otherwise specified or required by law, all prices quoted are exclusive of state and local sales and similar taxes. Such taxes, when applicable, will appear as additional items on invoices, and shall be payable by Buyer. Proper exemption certificates may be furnished to authorize L-3 to withhold such billings.

Transportation: Shipment of items will be F.O.B. Camden, NJ unless otherwise designated in writing by L-3. Where shipment is F.O.B. Camden, NJ, L-3 will make a reasonable effort, without any liability therefore, to use any method of shipment designated by the Buyer but reserves the right to use a substitute method of shipment if the designated one is not available when the shipment is ready. All charges therefore, and responsibility for loss or damage to the shipment, will be borne by the Buyer. If the Buyer requests L-3 to do so, L-3 will prepay shipping charges and add them to the invoice. Where L-3 has designated in writing that delivery will be made F.O.B. destination, L-3 will prepay the charge and select the method of shipment, but the Buyer must file any claims for shortages or damage in shipment with L-3, Camden, NJ within thirty (30) days after shipment.

Delivery: The delivery date is L-3's best estimate of the time required to make shipment, but L-3 shall not be liable for loss or damage, direct, consequential or otherwise, for failure to meet this date. In no event shall L-3 be in default by reason of any failure or delay in its performance under this order arising from any cause beyond L-3's control and without its fault or negligence, including but not limited to acts or omissions of the Buyer, acts of God or the public enemy, acts of any government agency or authority, fires, floods, epidemics, quarantine restrictions, strikes, labor disturbances, freight embargoes, public disorders, riots or any unusually severe weather, or subcontractor delays which are beyond the control of the subcontractor.

Terms of Payment: Unless stated differently on the face of this order, payment terms are net thirty (30) days from date of invoice, with no discount for earlier payment.

Payment Disputes: To be able to offer this product/service at the referenced price, it is imperative that payments be received within the stated payment terms. In the event a dispute arises regarding payment, the parties shall seek to resolve such dispute by negotiation promptly with each other in good faith. These negotiations, which shall be no longer than fifteen (15) days in duration, shall commence upon the request of either party and shall be conducted by authorized personnel. In the event no resolution is achieved, negotiations between the respective operating unit executive management of each party shall immediately commence. If the parties are unable to resolve the dispute between them within fifteen (15) days after the start of the executive management negotiations (or such longer period as the parties shall otherwise agree), then the parties shall have

discharged their respective negotiation obligations hereunder.

Failure of the Buyer to make the payments called for under the terms of this Contract shall, to the extent permitted by applicable law, result in a late charge of one percent (1%) per month, compounded monthly.

Intellectual Property: All rights in and interest to the inventions, information, technical data or drawings, copyright rights, patent rights, trademark rights, know-how, trade secrets, related intellectual property, intangible and proprietary rights throughout the world, relating to the Product or Software or disclosed to Buyer in connection with any order or proposal, are the exclusive property of L-3 ("Owned Assets"). Buyer shall not a.) decompile, reverse engineer, disassemble, trace or otherwise analyze the Product or Software, their content, operation, or functionality; b.) modify, adapt, or translate the Product or Software, nor create derivative works based on the Product or Software; or (c) disclose any proprietary information regarding the Owned Assets to any other persons or companies without L-3's prior written approval.

Inspection and Acceptance: Acceptance shall occur upon delivery to the F.O.B. point and will be presumed unless Buyer demonstrates within fourteen (14) days thereafter that the Product does not conform to the Warranty set forth herein. Buyer agrees to make inspection of the Products delivered hereunder immediately upon receipt thereof.

Buyer Property: L-3 shall not be liable for loss of or destruction of or damage to Buyer property, including property which is the subject of this order, whether owned by Buyer, the U.S. Government, or others, except to the extent that L-3 is reimbursed or compensated for any loss of or destruction of or damage to such Buyer property or which results from willful misconduct or lack of good faith on the part of L-3 managerial personnel.

Export Control: This Order is subject to all applicable U.S. laws and regulations relating to the export of the Product. Buyer shall not ship, transfer, export or use the Product in violation of applicable export laws, regulations or restrictions.

Indemnity: Buyer shall defend, indemnify and hold harmless L-3, its parents, subsidiaries and affiliates, and their respective directors officers, employees and representatives, from and against any and all claims, suits, losses, obligations, causes of action, damages and expenses (including attorneys' fees) relating to or arising out of any use of the Product by Buyer or its Customers.

Warranty: L-3 warrants that, at the time of delivery, the Products furnished under this order will be free from defects in workmanship and material for a period of two (2) years unless a different period is otherwise expressly set forth in this proposal; provided that inspection by L-3 confirms the existence of such defect. Any part alleged to be defective shall be returned to L-3 for inspection, properly packed and all expenses prepaid by Buyer. L-3 will not assume any expense or liability for modifications or repairs made by other than L-3, or their authorized agents. This warranty shall not apply to any part which has been damaged, subjected to misuse, or installed or operated not in accordance with L-3 instructions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY WILL BE LIMITED TO THE REPAIR OR REPLACEMENT, AT L-3'S OPTION, OF THE DEFECTIVE PART(S). THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING PERFORMANCE, OR CUSTOM AND USAGE IN THE TRADE. L-3 SHALL HAVE NO OTHER LIABILITY UNDER ANY THEORY AT LAW, IN EQUITY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING INTELLECTUAL PROPERTY INFRINGEMENT AND NEGLIGENCE), AND STRICT LIABILITY, FOR ANY LOSS OR DAMAGES INCLUDING, BUT NOT LIMITED TO, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (EVEN IF L-3 HAS

BEEN ADVISED OF SAME) INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES,. ANY ACTION AGAINST L-3 MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE.

Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, L-3 SHALL NOT BE LIABLE UNDER ANY THEORY AT LAW, IN EQUITY OR OTHERWISE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (EVEN IF L-3 HAS BEEN ADVISED OF SAME) INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES. THE ENTIRE LIABILITY OF L-3 FOR ANY CLAIM, LOSS OR DAMAGES UNDER ANY THEORY AT LAW, IN EQUITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING INTELLECTUAL PROPERTY INFRINGEMENT AND NEGLIGENCE), AND STRICT LIABILITY, ARISING OUT OF THIS AGREEMENT OR ANY INDEMNIFICATION OBLIGATION THEREOF, THE PERFORMANCE OR BREACH THEREOF, OR THE SUBJECT MATTER THEREOF SHALL NOT IN ANY EVENT EXCEED THE SUM OF PAYMENTS ACTUALLY MADE BY BUYER TO L-3 PURSUANT TO THIS AGREEMENT, ANY ACTION AGAINST L-3 MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE.

General: The provisions of this Agreement are severable and the invalidity, illegality or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of any other provisions. If any provision of this Agreement is declared to be invalid, illegal or unenforceable the parties agree that the court of competent jurisdiction should substitute a valid and enforceable provision that, to the maximum extent possible in accordance with all applicable law, preserves the legal and economic positions of each party as intended in this Agreement. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement. Buyer shall not assign or otherwise transfer, whether by contract, operation of law or otherwise, this Agreement or any of the rights or duties set forth herein without the prior written consent of L-3, which consent may be withheld by L-3 in its sole discretion.

A waiver by L-3 of any default by Buyer or of any of the terms and conditions shall not be deemed to be a continuing waiver or a waiver of any other default or of any other of these terms and conditions.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect by the laws of the State of New Jersey without giving effect to choice of law or conflict of law's provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous proposals, negotiations, understandings and agreement, whether oral or written, relating to the subject matter hereof. This Agreement shall not be released, discharged, waived, abandoned or modified, in whole or in part, except by a written instrument duly executed by both parties.