

# Secure Terminal Equipment (STE) Direct Sale Price List

**Updated 12/12/2012** 

### **STE- Secure Terminal Equipment**

| Terminals                            |                  |                                      |      |                   |   |  |  |  |  |  |
|--------------------------------------|------------------|--------------------------------------|------|-------------------|---|--|--|--|--|--|
| Part Number for<br>L-3 Direct Orders | NSN              | Item                                 |      | Direct<br>t Price | Comments  |  |  |  |  |  |
| K10046389-522                        | 5810-01-546-5030 | Office STE                           | \$   | 3,095             | Office STE Terminal (ISDN and PSTN), 3yr no-cost warranty included                                    |  |  |  |  |  |
| K10046389-524                        | N/A              | Office STE w/ Push to Talk Handset   | \$   | 3,110             | Office STE Terminal (ISDN and PSTN) w/ PTT Handset, 3yr no-cost warranty included                     |  |  |  |  |  |
| K10047778-509                        | 5810-01-546-5026 | Data STE                             | \$   | 3,090             | Data STE Terminal (ISDN and PSTN), 3yr no-cost warranty included                                      |  |  |  |  |  |
| K10046389-523                        | 5810-01-546-5032 | Tactical STE                         | \$   | 3,925             | Tactical STE, Tactical Terminal w/ TRI-TAC Interface, 3yr no-cost warranty included                   |  |  |  |  |  |
| K10046389-525                        | N/A              | Tactical STE w/ Push to Talk Handset | \$   | 3,940             | Tactical STE Tactical Terminal w/ TRI-TAC Interface w/ PTT Handset, 3yr no-cost warranty included     |  |  |  |  |  |
| K10048499-506                        | 5810-01-546-5024 | STE-R                                | \$   | 3,185             | STE-R Terminal (ISDN and PSTN), 3yr no-cost warranty included   |  |  |  |  |  |
| K10048980-505                        | 5810-01-546-5023 | STE-RC                               | \$   | 3,015             | STE-RC Terminal, CEU Module for the DRSN Application, 3yr no-cost warranty included                   |  |  |  |  |  |
| K10048980-506                        | 5810-01-568-6564 | STE-RI                               | \$   | 3,060             | STE-RI, ISDN ONLY (In the SVCS Racks) 3yr no-cost warranty included                                   |  |  |  |  |  |
| K10048499-507                        | 5810-01-572-1172 | STE-RT                               | \$   | 4,016             | STE-RT (ISDN, PSTN, TRI-TAC) for Tactical Gateway Apps, 3yr no-cost warranty included                 |  |  |  |  |  |
| K10049112-523                        | N/A              | SVCS (10-party)                      | \$ 3 | 329,278           | Secure Voice Conferencing System, 10-party rack w/ STE-Rl's, 3yr no-cost warranty on STEs             |  |  |  |  |  |
| K10049112-522                        | N/A              | SVCS (15-party)                      | \$ 3 | 348,275           | Secure Voice Conferencing System, 15-party rack w/ STE-Rl's, 3yr no-cost warranty on STEs             |  |  |  |  |  |
| K10049112-521                        | N/A              | SVCS (20-party)                      | \$ 3 | 363,939           | Secure Voice Conferencing System, 20-party rack w/ STE-Rl's, 3yr no-cost warranty on STEs             |  |  |  |  |  |
|                                      |                  | Upgrades, Extende                    | ed   | Warra             | anties and Ancillary Equipment  |  |  |  |  |  |
| Part Number for<br>L-3 Direct Orders |                  | Item                                 |      | Direct<br>t Price | Comments  |  |  |  |  |  |
| <u>Upgrades</u>                      |                  |                                      |      |                   |   |  |  |  |  |  |
| K10048324-501                        | N/A              | FNBDT Upgrade KIT A                  | \$   | 475               | 10  |  |  |  |  |  |
| K10048324-502                        | N/A              | FNBDT Upgrade KIT B                  | \$   |                   | Upgrade Kit for the Data Model  |  |  |  |  |  |
| N/A                                  | N/A              | FNBDT Upgrade Kit and Installation   | \$   | 930               | Includes Upgrade Kit and Installation is Performed by L-3 Communications                              |  |  |  |  |  |
| <b>Extended Warranties</b>           |                  |                                      |      |                   |   |  |  |  |  |  |
| N/A                                  | N/A              | STE 1- Year Extension                | \$   | 150               | An additional one year on top of the 3-yr no cost warranty  |  |  |  |  |  |
| N/A                                  | N/A              | STE 2- Year Extension                | \$   | 275               | An additional two years on top of the 3-yr no cost warranty   |  |  |  |  |  |
| N/A                                  | N/A              | STE Out of Warranty Repair           | \$   | 800               | Call L-3 Help Desk for RMA and instructions for Preparing the STE for Shipment back to L-3 for repair |  |  |  |  |  |
| <b>Ancillary Equipment</b>           |                  |                                      |      |                   |   |  |  |  |  |  |
| K10046394-2                          | 5810-01-459-6431 | Push-to-Talk Handset                 | \$   | 75                | Push to Talk Handset for STE  |  |  |  |  |  |
| K10046394-1                          | 5965-01-514-6093 |                                      | \$   | 75                | Additional Handset for STE (STE is sold with a Handset)   |  |  |  |  |  |
| K10046396-1                          |                  | STE Power Supply                     | \$   | _                 | Additional Power Supplies for the STE (STE is sold with a Power Supply)                               |  |  |  |  |  |
| K10046419-502                        |                  | STE International Wedge              | \$   |                   | International Wedge for the STE Terminals, PSTN only  |  |  |  |  |  |



## 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 do not include the KSV-21 Enhanced Crypto Card (ECC), which must be ordered directly with the manufacturer (SafeNet).
- 7. 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.
- 8. COMSEC account required

#### **Point of Contacts:**

| Contracts:               | <b>Business Development:</b> | <b>Government Program Office:</b> | L-3 Technical Support:   |
|--------------------------|------------------------------|-----------------------------------|--------------------------|
| Paul Boginsky            | Deanna Burke                 | Marianne McGinty                  | Help Desk                |
| Contracts Manager        | Business Development         | Business Manager                  | Toll Free within US:     |
| IA Products              | IA Products                  | MPO Office                        | (800) 339-6197           |
| (856) 338-3495           | (856) 338-3437               | (410) 854-6871                    | <u>Direct</u>            |
| Fax: (856) 338-2550      | Fax: (856) 338-2741          | Fax: (410) 854-7179               | (856) 338-6207           |
| Paul.Boginsky@L-3Com.com | Deanna.Burke@L-3Com.com      | M.mcgint@radium.ncsc.mil          | IASupport.CSE@L-3Com.com |

#### **Contractor purchasers without Government sponsors:**

KSV-21 Crypto Cards can be procured directly through SafeNet Government Solutions, LLC. Please contact:

Ms. Ronda Ogburn TEL: 310-783-6370 FAX: 310-533-6562

Ronda.Ogburn@safenet-inc.com www.safe.net-inc.com/government

<sup>\*\*\*</sup> The SafeNet Government Solutions, LLC Link provides access to the website



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

To place an order for STE, OMNI or Talon products using a Master Card or VISA credit card, complete this form and FAX to (856) 338-2550 or mail to the address listed on the *Direct Sales Price List*. Please note all credit card information must match the credit card billing exactly! (*Please print all entries*)

| Company Name/Govt Agency/Military Bra   | anch:               |                      |                                 |                 |
|---|---------------------|----------------------|---------------------------------|-----------------|
| Type of Credit Card<br>(VISA or Master Card)  |                     |                      |                                 | _               |
| Credit Card Number  |                     |                      |                                 |                 |
| Expiration Date   |                     |                      |                                 | _               |
| Геlephone Number  |                     |                      |                                 | _               |
| Name (as appears on credit card)  MUST EXACTLY MATCH CC BILL)  Address credit card is issued to |                     |                      |                                 | _               |
| Address credit card is issued to  | (Street)            |                      | (Bldg./Suite)                   | _               |
| Item(s) ordered:  | (City)              | (State)              | (Zip Code)                      | -               |
| Terminal/Ancillaries  |                     | Oty.                 | Unit<br><u>Price</u>            | Extended Amount |
| 1   |                     |                      |                                 |                 |
| 2   |                     |                      |                                 |                 |
|   |                     |                      | TOTAL COST                      |                 |
| For Repairs please supply S/N, Error Code   | os/Dosovintion of l | Danain Naadad/E me   | oil odduogae                    |                 |
|   | _                   | Kepair Needed/E-ilia | an address.                     |                 |
| Shipping instructions (if different from credit   | card address):      |                      |                                 |                 |
| Company Name/Govt Agency/Military Bra<br>Name   | anch:               |                      |                                 |                 |
| Геlephone Number  | E-mail:             |                      |                                 |                 |
| Address (Street)  |                     |                      | (Bldg./Suite)                   | _<br>_          |
| (Sirect)  |                     |                      | (Biag./Suite)                   |                 |
| (City)  |                     | (State)              | (Zip Code)                      | _               |
| (Signature)   |                     |                      | *COMSEC ACCT No<br>* CUSTODIAN. |                 |
|   |                     |                      |                                 |                 |
| *COMSEC Account Information is requir   | ed for all OMNI a   | and Talon Orders     |                                 |                 |
|   |                     |                      |                                 |                 |
| Transcript Number   |                     |                      |                                 |                 |
| Approval Number   |                     |                      |                                 |                 |
|   |                     |                      |                                 |                 |

#### L-3 General Terms and Conditions of Purchase for STE

Acceptance of Orders. L-3 Communications Corporation, L-3 ("L-3") acknowledges your interest in the STE 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, knowhow, 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 three (3) year s 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 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 laws 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.