

KOV-26B Talon2™

IDIQ Prices



POCs:

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<u>CLIN</u>	<u>Description</u>	<u>Part Number</u>	<u>Price</u>
1001	Talon2 KOV-26B Kit , SW Rel. 3.0 with Ethernet Adapter, Host Cable, Hard Case, 12-Mth Warranty, User SW & Operating Manuals	K10054881-512	\$3,875
1002	Talon2 KOV-26B Kit, SW 2.0.1 Rel. with Ethernet Adapter, Host Cable, Hard Case, 12-Mth Warranty, User SW & Operating Manuals	K10054881-502	\$3,875
1010	Talon2 Trade-In Credit	T2-Tradein	(\$200)
1504	Ethernet Adapter for use with KOV-26/KOV-26B	K10055241-1	\$183
1505	DS-101 Fill Cable	K10050935-501	\$379
1506	Talon2 KOV-26B Executive Kit includes CLINS 1505, 1507, 1508	K10054881-503	\$583
1507	Talon2 Wireless LAN 802.11b/g/n Adapter	K10055253-1	\$192
1508	Talon2 V.90 Analog Modem Adapter	K10051636-1	\$344
1501	Talon2 KOV-26 Out of Warranty Repair	OOW	\$861
1502	Talon2 Extended Warranty, 1-year warranty	T2-ExWar	\$364
1503	Talon2 Extended Warranty, 2-year warranty	T2-ExWar	\$727
1003	Canada Talon2 KOV-2622B Kit w/ Ethernet Adapter, Host Cable, Hard Case, 12-Mth Warranty, User SW & Operating Manuals	K10054881-504	\$3,875
1004	U.K. Talon2 KOV-2623B Kit w/ Ethernet Adapter, Host Cable, Hard Case, 12-Mth Warranty, User SW & Operating Manuals	K10054881-505	\$3,875
1005	N.Z. Talon2 KOV-2624B Kit w/ Ethernet Adapter, Host Cable, Hard Case, 12-Mth Warranty, User SW & Operating Manuals	K10054881-506	\$3,875
1006	AUS Talon2 KOV-2625B Kit w/ Ethernet Adapter, Host Cable, Hard Case, 12-Mth Warranty, User SW & Operating Manuals	K10054881-507	\$3,875
1007	CCEB Talon2 KOV-2630B Kit w/ Ethernet Adapter, Host Cable, Hard Case, 12-Mth Warranty, User SW & Operating Manuals	K10054881-508	\$3,875
1008	NATO Talon2 KOV-2640B Kit w/ Ethernet Adapter, Host Cable, Hard Case, 12-Mth Warranty, User SW & Operating Manuals	K10054881-509	\$3,875
1009	Coalition Talon2 KOV-2650B Kit w/ Ethernet Adapter, Host Cable, Hard Case, 12-Mth Warranty, User SW & Operating Manuals	K10054881-510	\$3,875

Enclosure 2 - L3 Talon2 DIRECT SALE AGREEMENT

L3 General Terms and Conditions of Purchase

Acceptance of Orders. L3 Technologies, L3 ("L3") acknowledges your interest in the Talon2 product 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 L3. Any offer or order resulting from this proposal shall not be binding upon L3 until accepted by L3 in writing.

Software License (the "License"). The software in the Talon2 Product includes L3 developed non-commercial computer software that has been delivered to the U.S. Government with restricted rights, government purpose rights and unlimited rights, as well as third party provided commercial computer software, that are commercial items as defined at 48 C.F.R. 2.101 and as such terms are used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4. If the Buyer is a unit or agency of the U.S. Government, the computer software is licensed under the same rights as originally delivered pursuant to the DFAR provisions as set forth in 252.227-7014. If the Buyer is not a unit or agency of the U.S. Government, then the non-commercial computer software is provided to Buyer only in object code form under a limited, non-exclusive, personal, revocable license for use only with the Product. Further, with respect to both U.S. Government, Buyers and non-U.S. Government Buyers, the use of the commercial computer software for the Talon2 Product is subject to the terms of this license, and your use thereof constitutes your acknowledgment of these items as commercial items as well as your acceptance of the rights and restrictions herein. L3 Technologies grants to Buyer a limited, personal, non-exclusive, revocable license, only in object code form, to such commercial computer software for use only with the Product. The License may be transferred only upon transfer of the Product. Buyer shall not: a) decompile, reverse engineer, disassemble, trace or otherwise analyze the Product or software, its content, operation or functionality; or b) modify, adapt or translate the Product or software, nor create derivative works based on 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 L3 to withhold such billings.

Transportation. Shipment of items will be F.O.B. Camden, NJ unless otherwise designated in writing by L3. Where shipment is F.O.B. Camden, NJ, L3 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 L3 to do so, L3 will prepay shipping charges and add them to the invoice. Where L3 has designated in writing that delivery will be made F.O.B. destination, L3 will prepay the charge and select the method of shipment, but the Buyer must file any claims for shortages or damage in shipment with L3, Camden, NJ within thirty (30) days after shipment.

Delivery. The delivery date is L3's best estimate of the time required to make shipment, but L3 shall not be liable for loss or damage, direct, consequential or otherwise, for failure to meet this date. In no event shall L3 be in default by reason of any failure or delay in its performance under this order arising from any cause beyond L3'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 allowed for earlier payment. Failure to pay the amount when due will result in a late charge of one percent (1%) per month, compounded monthly, being added to Buyer's account until final payment.

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 L3 ("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 L3'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. L3 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 L3 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 L3 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 L3, 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. L3 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 one (1) year unless a different period is otherwise expressly set forth in this proposal; provided that inspection by L3 confirms the existence of such defect. Any part alleged to be defective shall be returned to L3 for inspection, properly packed and all expenses prepaid by Buyer. L3 will not assume any expense or liability for modifications or repairs made by other than L3, 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 L3 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 L3'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. L3 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 L3 HAS BEEN ADVISED OF SAME) INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES. ANY ACTION AGAINST L3 MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER L3 NOR ITS COMMERCIAL SOFTWARE PROVIDERS SHALL BE LIABLE UNDER ANY THEORY AT LAW, IN EQUITY OR OTHERWISE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (EVEN IF L3 HAS BEEN ADVISED OF SAME) INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES. THE ENTIRE LIABILITY OF L3 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 L3 PURSUANT TO THIS AGREEMENT, ANY ACTION AGAINST L3 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 L3, which consent may be withheld by L3 in its sole discretion.

A waiver by L3 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. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act apply to this Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes 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.

Enclosure 3

Talon2 Direct Sales Authorization Form

Equipment Name: *KOV-26B, TALON2*

Purchase Order Number: _____

Purchaser: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Purchaser COMSEC/DODAAC

Account Number: _____

COMSEC Custodian Name: _____

COMSEC Custodian Phone Number: _____

Government Contract Number: _____

(if contractor purchased)

Justification for Purchase: _____

If shipment is to other than purchaser, provide the following for the recipient:

Recipient: _____

Address: _____

Gov't Point of Contact: _____

Phone Number: _____

COMSEC/DODAAC Account Number: _____

COMSEC Custodian Name: _____

COMSEC Custodian Phone Number: _____

* The Government POC needs to be the Government customer who is ordering the equipment and can address questions regarding the order.

NOTE: Non U.S. Government purchasers must have either a current U.S. Government contract requiring the equipment or a distributorship agreement with the NSA.

Enclosure 4 L3 Talon2 Direct Sales Credit Card Form

To place an order for Talon2 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)

Type of Credit Card _____ *(VISA or Master Card)*

Credit Card Number _____ Expiration Date _____

Telephone Number _____

Name (as appears on credit card) _____

Address credit card is issued to _____
(Street) (Bldg./Suite)

(City) (State) (Zip Code)

	<u>Items Ordered</u>	<u>Qty.</u>	<u>Price</u>	<u>Extended Amt.</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____

COMSEC Custodian Name/Acct #. _____

(Signature)

Transcript Number _____
Approval Number _____



Communication Systems-East

ENCLOSURE 5 - CREDIT APPLICATION

Customer Name & Address:

Phone: _____

Fax: _____

Contact Person _____ **Tax I.D.** _____

Corporation _____ **Partnership** _____ **Sole Proprietor** _____

Years in Business _____ **Type of Business** _____

DUNS # _____

Guarantors _____

REFERENCES

Banking

Bank #1: _____ **Bank Officer** _____

Address _____

Phone: _____ **Account Type** _____

Account # _____

Bank #2: _____ **Bank Officer** _____

Address _____

Phone: _____ **Account Type** _____

Account # _____

Trade References (Name, Address, Phone #):

Trade #1 _____

Trade #2 _____

Trade #3 _____

Name, Resident Address, Phone # of Principals/Officers, SSN#

1. _____

2. _____

3. _____

Signature, Title

Date