



S/TAR™ 2010 Price List

| Model | Description | List Price per Unit | Note |
|------------|------------------------------|---------------------|---|
| RM-3000 | Solid State Recorder | \$270,000 | Includes 32 GB of memory. Higher Capacities available |
| RM-3000F | Solid State Recorder | \$240,000 | Includes 96 GB of memory. Higher Capacities available |
| RM-4000T | Solid State Recorder | \$320,000 | Includes 64 GB of memory. Higher Capacities available |
| RM-6000F | Solid State Recorder | \$300,000 | Includes 64 GB of memory. Higher Capacities available |
| RM-8000 | Solid State Recorder | \$275,000 | Includes 32 GB of memory. Higher Capacities available |
| RM-8000R | Solid State Recorder | \$295,000 | Includes 32 GB of memory. Higher Capacities available |
| DVR | Digital Video Recorder (DVR) | \$380,000 | Does not include Media, Requires 4 HiPERDisks™ |
| ADR | Acoustic Data Recorder (ADR) | \$275,000 | Does not include Media, Requires 1 HiPERDisk™ |
| NSS | Network Storage System (NSS) | \$270,000 | Does not include Media, Requires 4 HiPERDisks™ |
| FSS | File Server System (FSS) | \$415,000 | Includes 184 GB of Flash Memory. Higher Capacities available |
| RSD | 92 GB Media (Solid State) | \$160,000 | Removable Storage Device with Flash Memory for FSU Product |
| RSD | 136 GB Media (Solid State) | \$170,000 | Removable Storage Device with Flash Memory for FSU Product |
| RSD | 276 GB Media (Solid State) | \$200,000 | Removable Storage Device with Flash Memory for FSU Product |
| RSD | 640 GB Media (Solid State) | \$245,000 | Removable Storage Device with Flash Memory for FSU Product |
| HiPERDisk™ | Media (Disk) | \$ 35,000 | Includes 480GB of memory. Higher Capacities available Magnetic Disk Media for DVR, NSS, ADR Products |
| Notes | | | |

1) Unit pricing is for low volume quantities; discounts for volume pricing are available.

2) Pricing includes 12 months of warranty at no additional cost per standard L-3 CS-East S/TAR™ Terms & Conditions of Sale and Software License

3) Prices subject to change without notice and does not include sales tax. All orders must include applicable sales tax unless a tax exemption certificate number is provided.

4) Delivery begins 8 months ARO



communications
Communication Systems–East

For Pricing Information contact Mr. Joel Rensel – Manager, Commercial Contracts

Telephone: (856) 338-3113
Facsimile: (856) 338-2550
E-Mail: Joel.Rensel@L-3Com.com
Web site: <http://www.l-3com.com/ISR>

For additional information on S/TAR™ Products contact ISR Program Management

Glen Thibault **DVR, NSS**
Telephone: (856) 338-3039
Facsimile: (856) 338-2161
E-Mail: Glen.Thibault@L-3Com.com

Murray Devor **RM – Series, ADR, FSS**
Telephone: (856) 338-3529
Facsimile: (856) 338-2161
E-Mail: Murray.Devor@L-3Com.com

Jay Hoover **Manager, Applications Engineer**
Telephone: (856) 338-2305
Facsimile: (856) 338-2161
E-Mail: Jay.Hoover@L-3Com.com



communications
Communication Systems–East

Addresses:

Mail or Fax Purchase Orders to:

L-3 Communications Corporation
Communication Systems - East
1 Federal Street
Camden, NJ 08103
Attn: Contracts, M/S AE-3C
Facsimile: (856) 338-2550

Remittance Address:

Checks:

Bank One
Lock Box No. 905959
P.O. Box 905959
Charlotte, NC 28290-5959

EFT Payments:

Bank One
ABA # 071000013
Acct. No. 10-46226

Additional Information on L-3:

CAGE Code: 11447
Tax ID No. 13-3937436
Duns No. 618019632

Acceptance of Orders

L-3 Communications Corporation, Communication Systems-East ("L-3") acknowledges your interest in the Strategic/Tactical Airborne Recorder™ and application software contained therein (the "Software") (collectively the "Product(s)") listed in the quotation and offers to provide the Product and license the Software under the terms and conditions set forth herein and in the quotation. L-3 does not accept any additional or different terms or conditions proposed by you (the "Buyer") with respect to the Product, now or in the future. L-3's provision of the Product, now or in the future, does not constitute L-3's acceptance of any offer. By using the Product, Buyer confirms its acceptance of all of the terms and conditions set forth herein constituting the entire agreement (this "Agreement") between the parties regarding the subject matter hereof.

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

The prices quoted (in United States Dollars) are exclusive of, and Buyer shall pay, any and all shipping charges, applicable sales, use, service, value added or other taxes, tariffs, duties or fees.

Transportation

Shipment of items will be F.O.B. Origin, Camden, NJ, unless otherwise designated in writing by L-3. Where L-3 has designated in writing that delivery will be made F.O.B. destination, L-3 will 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. Risk of loss of the Product shall pass upon delivery by L-3 to the carrier. L-3 shall have the right to make shipments in separate lots.

Delivery

L-3 will utilize reasonable efforts to deliver the Products in accordance with the quoted lead-time herein. The delivery date is L-3's best estimate of the time required to make shipment. If L-3 is unable to meet the estimated delivery date quoted herein, alternative arrangements may be agreed. IN THE ABSENCE OF SUCH AGREEMENT, BUYER'S SOLE AND EXCLUSIVE REMEDY AT LAW, IN EQUITY OR OTHERWISE IS A REFUND IN THE AMOUNT OF THE SUM OF PAYMENTS ACTUALLY MADE BY BUYER. 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.

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

Terms and Conditions and Software License

(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

Patent Rights

All rights in and interest to the inventions, information, technical data, 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. 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 unless prior written approval is provided by L-3.

Inspection and Acceptance

Acceptance shall occur upon delivery to the F.O.B. point and will be presumed unless Buyer demonstrates within thirty (30) 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.

Export Control

This Order is subject to the U.S. International Traffic in Arms Regulation (ITAR). The Product and all accompanying documentation delivered therein may not be exported without proper authorization by the U.S. Department of State. L-3 shall use reasonable efforts to obtain U.S. Government approvals and licenses necessary for export of the Product. If, within a reasonable time, the U.S. Government fails to grant a required approval or license, the Buyer will be entitled to a refund in the amount of the sum of payments actually made by Buyer. Buyer shall not ship, transfer, export or use the Product in violation of applicable export laws, regulations or restrictions.

Indemnity

Buyer shall 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 any use of the Product by Buyer.

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 one (1) year unless a different period is otherwise expressly set forth in the quotation; 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, AND AMOUNTS FOR LOST PROFITS, EVEN IF L-3 HAS BEEN ADVISED OF SAME. ANY ACTION 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 DAMAGE 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 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.



communications
Communication Systems–East

CREDIT APPLICATION

Customer Name & Address:

Phone: _____

Fax: _____

Contact Person _____ Tax ID: _____

Corporation: _____ Partnership: _____ Sole Proprietor _____

Years in Business: _____ Type of Business _____

Duns No.: _____

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