

TM9400, TP9400

# Tait P25 Inhibit Application User's Guide

MAU-03162-01-01 · Issue 1 · April 2014

## Contact Information

### Tait Communications Corporate Head Office

Tait Limited  
P.O. Box 1645  
Christchurch  
New Zealand

For the address and telephone number of regional offices, refer to our website: [www.taitradio.com](http://www.taitradio.com)

## Copyright and Trademarks

All information contained in this document is the property of Tait Limited. All rights reserved. This document may not, in whole or in part, be copied, photocopied, reproduced, translated, stored, or reduced to any electronic medium or machine-readable form, without prior written permission from Tait Limited.

The word TAIT and the TAIT logo are trademarks of Tait Limited.

All trade names referenced are the service mark, trademark or registered trademark of the respective manufacturers.

## Disclaimer

There are no warranties extended or granted by this document. Tait Limited accepts no responsibility for damage arising from use of the information contained in the document or of the equipment and software it describes. It is the responsibility of the user to ensure that use of such information, equipment and software complies with the laws, rules and regulations of the applicable jurisdictions.

## Enquiries and Comments

If you have any enquiries regarding this document, or any comments, suggestions and notifications of errors, please contact your regional Tait office.

## Updates of Manual and Equipment

In the interests of improving the performance, reliability or servicing of the equipment, Tait Limited reserves the right to update the equipment or this document or both without prior notice.

## Intellectual Property Rights

This product may also be made under license under one or more of the following U.S. Patents: 5,146,497, 5,148,482, 5,164,986, 5,185,795, 5,185,796, 5,271,017, 5,377,229 and 5,502,767.

The AMBE+2™ voice coding Technology embodied in this product is protected by intellectual property rights including patent rights, copyrights and trade secrets of Digital Voice Systems, Inc. This voice coding Technology is licensed solely for use within this Communications Equipment. The user of this Technology is explicitly prohibited from attempting to decompile, reverse engineer, or disassemble the Object Code, or in any other way convert the Object Code into a human-readable form. Protected by U.S. Patents 5,870,405, 5,826,222, 5,754,974, 5,701,390, 5,715,365, 5,649,050, 5,630,011, 5,581,656, 5,517,511, 5,491,772, 5,247,579, 5,226,084 and 5,195,166.

## Environmental Responsibilities



Tait Limited is an environmentally responsible company which supports waste minimization, material recovery and restrictions in the use of hazardous materials.

The European Union's Waste Electrical and Electronic Equipment (WEEE) Directive requires that this product be disposed of separately from the general waste stream when its service life is over. For more information about how to dispose of your unwanted Tait product, visit the Tait WEEE website at [www.taitradio.com/weee](http://www.taitradio.com/weee). Please be environmentally responsible and dispose through the original supplier, or contact Tait Limited.

Tait Limited also complies with the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (RoHS) Directive in the European Union.

In China, we comply with the Measures for Administration of the Pollution Control of Electronic Information Products. We will comply with environmental requirements in other markets as they are introduced.

# Contents

---

<b>Preface</b> .....	<b>5</b>
Scope of Manual .....	5
Document Conventions .....	5
Associated Documentation .....	5
Publication Record .....	5
<b>1 Introduction</b> .....	<b>7</b>
1.1 Prerequisites .....	7
1.2 Files .....	7
<b>2 Operation</b> .....	<b>9</b>
2.1 Starting the application .....	9
2.2 No connection .....	9
2.3 Using the application .....	9
2.3.1 Main screen .....	10
2.3.2 Inhibit .....	10
2.3.3 Speech only .....	10
2.3.4 Uninhibit .....	11
2.3.5 Cancel .....	11
2.3.6 Add .....	11
2.3.7 Delete .....	12
2.3.8 Settings .....	12
2.4 Diagnostics .....	12
<b>Tait Software License Agreement</b> .....	<b>13</b>



# Preface

---

## Scope of Manual

This manual is intended to assist users of the Tait P25 Inhibit Application.

## Document Conventions

**Notice** An alert used to highlight information required to ensure that procedures are performed correctly. Incorrectly performed procedures could result in equipment damage or malfunction.



An icon used to draw attention to information that may improve understanding of the equipment or procedure.

## Associated Documentation

All available product documentation is provided on the Product CDs supplied with a Tait product. Updates may also be published on the Tait Technical Support web site ([www.taitworld.com/technical](http://www.taitworld.com/technical)).

## Publication Record

Issue	Publication Date	Description
1	April 2014	first release




# 1 Introduction

---

The Tait P25 Inhibit Application enables remote P25 radios to be inhibited, partly inhibited, and uninhibited using a PC.

## 1.1 Prerequisites

1. The application is designed to run on a standard Windows 7 PC using the .net framework.
2. The application uses a TM9400 base radio to send commands to remote radios. It communicates with the base radio by using the Tait Radio API protocol (CCDI).
3. The base radio is connected to the PC running the application via a serial port, using either:
  - a Tait USB programming lead plugged into the mic. port;
  - or a TMAA01-02 RS232 board fitted to the options space of the radio.
4. The base radio requires an SFE (TxAS051—P25 Administrator Services) to enable inhibit/uninhibit services via the API.
5. The base radio requires an SFE (TMAS060—Tait Radio API) to enable CCDI communications. It must be programmed to a CCDI baud rate of 19200.
6. The target radios must be either TP9400 portables or TM9400 mobiles.
7. The target radios must be programmed to receive inhibit and uninhibit commands.

 By default the base radio will attempt to send a command five times. However the application does its own retries, so it is advisable to reduce the number of retries made by the radio to prevent slow processing of requests.

In the Programming Application, the field P25 Conventional > Advanced > Advanced Settings > Max Tx Attempts should be set to a recommended value of 2. The field P25 Conventional > Advanced > Advanced Settings > TSBK Transmit Retry Timer could also be reduced from a value of 4 seconds to 2 seconds depending on the system configuration.

## 1.2 Files

The application is supplied from Tait as an installer, and installed in C:\Program Files\Tait Applications\CSD\3162A5.



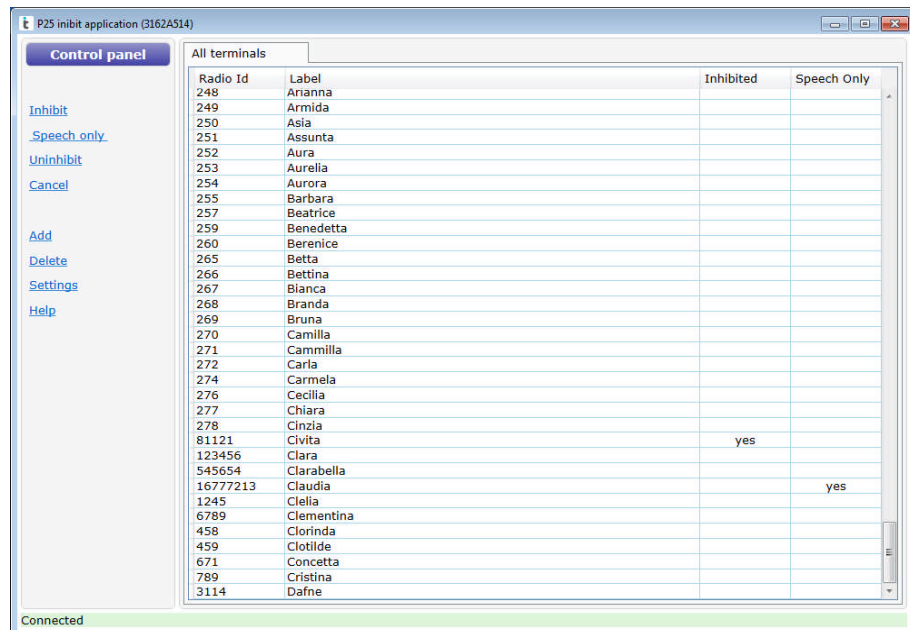


## 2 Operation

### 2.1 Starting the application

Click the 'P25 inhibit application' shortcut in the PC startup menu. It is found in Start > All programs > Tait Applications > CSD > P25 inhibit application.

The application appears as below.



### 2.2 No connection

If the horizontal line at the bottom of the screen is red, the application is not connected to the base radio, or the radio is down.

- Check the connection between the PC running the application and the base radio (see Section 1.1 Prerequisites > 3).
- Check that the serial port entered in Settings (on the application screen) is the same as that used on the PC for the cable to the base radio.
- Check the power supply to the base radio.

### 2.3 Using the application

The application opens as a screen displaying a list of radios, with eight functions listed down its left side.

### 2.3.1 Main screen

This is the screen that first appears. It displays all radios that have been entered in the application. They appear under the heading All terminals.

Data is presented in columns under sub-headings. Clicking any sub-heading orders the displayed information according to that column—for example, numerically if Radio Id is clicked.

- Radio Id: its number on the network.
- Label: the name that the radio or its user is known by.
- Inhibited:
  - ‘Yes’ the radio is inhibited (i.e. disabled);
  - ‘pending (+)’ the application is attempting to inhibit the radio;
  - ‘pending (-)’ the application is attempting to uninhibit the radio (i.e. restore it to full function).
- Speech Only:
  - ‘Yes’ the radio is in speech only mode (i.e. it can’t receive audio but can transmit);
  - ‘pending (+)’ the application is attempting to put the radio in speech only mode;
  - ‘pending (-)’ the application is attempting to restore the radio to full function.

### 2.3.2 Inhibit

When a radio is inhibited, its display goes blank and the radio is inoperable. Radios can only be inhibited one at a time.

To inhibit a radio, click on its line in All terminals, then click Inhibit.

- If the radio is switched on, it is immediately disabled and the word ‘yes’ appears on its line.
- If the radio isn’t switched on, or the application doesn’t receive an acknowledgement from the radio, the status message ‘pending (+)’ appears. The application then repeats its inhibit command, either until the radio acknowledges, the application user clicks Cancel, or it has tried 10 times.
  - The frequency with which the inhibit command is repeated is configurable via the Settings function below.

### 2.3.3 Speech only

This is a partial inhibit. The radio cannot receive audio and its display reads ‘speech only’. However the radio user can still transmit using the PTT button. This mode remains in place despite power cycling of the radio.

**Notice** While in speech only mode, a radio can still block a channel while its PTT button is held down.

To place a radio in speech only mode, click on its line in All terminals, then click Speech only.

- If the radio is switched on, it is immediately unable to receive audio and the word 'yes' appears on its line.
- If the radio isn't switched on, or the application doesn't receive an acknowledgement, the status message 'pending (+)' appears. The application then repeats the command, either until the radio acknowledges, the application user clicks Cancel, or it has tried 10 times.

The frequency with which the command is repeated is configurable using the Settings function below.

### 2.3.4 Uninhibit

Returns to full function a radio that has been inhibited or placed in speech only mode.

To uninhibit a radio, click on its line in All terminals, then click Uninhibit.

- If the radio is switched on, it immediately returns to service.
- If the radio isn't switched on, or the application doesn't receive an acknowledgement, the status message 'pending (-)' appears. The application then repeats the command, either until the radio acknowledges, the application user clicks Cancel, or it has tried 10 times.

The frequency with which the command is repeated is configurable using the Settings function below.

### 2.3.5 Cancel

Cancels an inhibit, speech only, or uninhibit command while it is pending.

### 2.3.6 Add

Allows a new radio to be entered in the application.

- P25 radio ID (Dec) is the radio's network identity in a P25 format.
- Label is a meaningful name for the radio; e.g. 'Joe' or 'South Door'.



If large numbers of radios need to be added at once, this can be done by opening the application folder and working directly with the file in which entered radios are saved: terminals.xml

### **2.3.7 Delete**

Deletes a radio that has been selected in the View all pane. Clicking Delete brings up a confirmation box that gives a chance to reconsider.

### **2.3.8 Settings**

- Comm port: the serial port by which the application is connected to the base radio.
- Retry period(s): any inhibit, speech only, or uninhibit command sent by the application is repeated 10 times or until the target radio responds. This box determines the interval between the repeated commands. The available range is from 10 to 3000 seconds, with the default being 30 seconds.

## **2.4 Diagnostics**

Communications between the application and the base radio are stored in the application directory in the 'Log Files' folder. A new log file is started each day. These log files can be sent to Tait for diagnosis if required.

# Tait Software License Agreement

---

This Software License Agreement ("Agreement") is between you ("Licensee") and Tait Limited ("Tait").

By using any of the Software items embedded and pre-loaded in the related Tait Designated Product, included on CD, downloaded from the Tait website, or provided in any other form, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not install or use any of the Software. If you install or use any of the Software, that will be deemed to be acceptance of the terms of this Agreement.

For good and valuable consideration, the parties agree as follows:

## Section 1 DEFINITIONS

**"Confidential Information"** means all or any information supplied to or received by Licensee from Tait, whether before or after installation or use and whether directly or indirectly pertaining to the Software and Documentation supplied by Tait, including without limitation all information relating to the Designated Products, hardware, software; copyright, design registrations, trademarks; operations, processes, and related business affairs of Tait; and including any other goods or property supplied by Tait to Licensee pursuant to the terms of this Agreement.

**"Designated Products"** means products provided by Tait to Licensee with which or for which the Software and Documentation is licensed for use.

**"Documentation"** means product and software documentation that specifies technical and performance features and capabilities; user, operation, and training manuals for the Software; and all physical or electronic media upon which such information is provided.

**"Executable Code"** means Software in a form that can be run in a computer and typically refers to machine language, which is comprised of native instructions the computer carries out in hardware. Executable code may also refer to programs written in interpreted languages that require additional software to actually execute.

**"Intellectual Property Rights"** and **"Intellectual Property"** mean the following or their substantial equivalents or counterparts, recognized by or through action before any governmental authority in any jurisdiction throughout the world and including, but not limited to all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation; including any adaptations, corrections, de-compilations, disassemblies, emulations, enhancements fixes, modifications, translations and updates to or derivative works from, the Software or Documentation, whether made by Tait or another party, or any

improvements that result from Tait processes or, provision of information services.

**"Licensee"** means any individual or entity that has accepted the terms of this License.

**"Open Source Software"** means software with freely obtainable source code and license for modification, or permission for free distribution.

**"Open Source Software License"** means the terms or conditions under which the Open Source Software is licensed.

**"Person"** means any individual, partnership, corporation, association, joint stock company, trust, joint venture, limited liability company, governmental authority, sole proprietorship, or other form of legal entity recognized by a governmental authority.

**"Security Vulnerability"** means any flaw or weakness in system security procedures, design, implementation, or internal controls that if exercised (accidentally triggered or intentionally exploited) could result in a security breach such that data is compromised, manipulated, or stolen, or a system is damaged.

**"Software"** (i) means proprietary software in executable code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Tait; and (iii) may contain one or more items of software owned by a third-party supplier. The term "Software" does not include any third-party software provided under separate license or not licensable under the terms of this Agreement.

**"Source Code"** means software expressed in human readable language necessary for understanding, maintaining, modifying, correcting, and enhancing any software referred to in this Agreement and includes all states of that software prior to its compilation into an executable programme.

**"Tait"** means Tait Limited and includes its Affiliates.

## Section 2 SCOPE

This Agreement contains the terms and conditions of the license Tait is providing to Licensee, and of Licensee's use of the Software and Documentation. Tait and Licensee enter into this Agreement in connection with Tait delivery of certain proprietary Software and/or products containing embedded or pre-loaded proprietary Software.

## Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Tait grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7), and non-exclusive license to use the Software in executable code form, and the Documentation,

solely in connection with Licensee's use of the Designated Products for the useful life of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not in this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the any applicable Open Source Software Licenses, the terms and conditions of the Open Source Software Licenses will take precedence. For information about Open Source Components contained in Tait products and the related Open Source licenses, see:

<http://support.taitradio.com/go/opensource>

#### **Section 4 LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," "service bureau" basis, or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not directly or indirectly allow or enable any third party to: (i) reverse engineer, disassemble, extract components, decompile, reprogram, or otherwise reduce the Software or any portion thereof to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party; (iv) grant any sublicense or other rights in the Software or Documentation to any third party; (v) take any action that would cause the Software or Documentation to be placed in the public domain; (vi) remove, or in any way alter or obscure any copyright notice or other notice of Tait or third-party licensor's proprietary rights; (vii) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by, any third party or on any machine except as expressly authorized by this Agreement; or (viii) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software by any means whatsoever other than what is permitted in this Agreement. Licensee may make one copy of the Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Tait in writing, Licensee will not, and will not enable or allow any third party to: (i) install a copy of the

Software on more than one unit of a Designated Product; or (ii) copy or transfer Software installed on one unit of a Designated Product to any other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device.

4.4. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Tait, or a third party nominated by Tait, may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Tait is responsible for the payment of all expenses and costs of the inspection, provided that Licensee shall indemnify Tait for all costs (including audit costs and legal costs on a solicitor client basis) if Licensee has breached the terms of this Agreement. Any information obtained by Tait during the course of the inspection will be kept in strict confidence by Tait and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

#### **Section 5 OWNERSHIP AND TITLE**

Tait, its licensors, and its suppliers retain all of their Intellectual Property Rights in and to the Software and Documentation, in any form. No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All Intellectual Property developed, originated, or prepared by Tait in connection with providing the Software, Designated Products, Documentation, or related services, remains vested exclusively in Tait, and Licensee will not have any shared development or other Intellectual Property Rights.

#### **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. The commencement date and the term of the Software warranty will be a period of one (1) year from Tait shipment of the Software. If Licensee is not in breach of any obligations under this Agreement, Tait warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect has occurred will be determined solely by Tait. Tait does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Tait makes

no representations or warranties with respect to any third-party software included in the Software.

6.2 Tait sole obligation to Licensee, and Licensee's exclusive remedy under this warranty, is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Tait cannot correct the defect within a reasonable time, then at Tait option, Tait will replace the defective Software with functionally equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund Licensee's paid license fee. If Tait investigation of the perceived defect reveals that no such defect in fact exists, Tait may recover its costs in respect of such investigation from Licensee.

6.3. Tait disclaims any and all other warranties relating to the Software or Documentation other than the express warranties set forth in this Section 6. Warranties in Section 6 are in lieu of all other warranties whether express or implied, oral or written, and including without limitation any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether Tait knows, has reason to know, has been advised of, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Tait disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

#### **Section 7 TRANSFERS**

7.1. Licensee will not transfer the Software or Documentation to any third party without specific prior written consent from Tait. Tait may withhold such consent or at its own discretion make the consent conditional upon the transferee paying applicable license fees and agreeing to be bound by this Agreement.

7.2. In the case of a value-added reseller or distributor of Tait Designated Products, the consent referred to in Section 7.1 may be contained in a Tait Reseller or Tait Distributor Agreement.

7.3. If the Designated Products are Tait vehicle-mounted mobile products or hand-carried portable radio products and Licensee transfers ownership of the Tait mobile or portable radio products to a third party, Licensee may assign its right to use the Software which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee.

7.4. For the avoidance of any doubt, Section 7.3 excludes TaitNet Infrastructure, or the products listed at any time under network products at: <http://www.taitradio.com>.

7.5. If Licensee, as a contractor or subcontractor (integrator), is purchasing Tait Designated Products and licensing Software not for its own internal use but for end use only by a Customer, the

Licensee may transfer such Software, but only if a) Licensee transfers all copies of such Software and the related Documentation to the transferee and b) Licensee has first obtained from its Customer (and, if Licensee is acting as a subcontractor, from the interim transferee(s) and from the ultimate end user sub license) an enforceable sublicense agreement that prohibits any other transfer and that contains restrictions substantially identical to the terms set forth in this Software License Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this Section may not otherwise transfer or make available any Tait Software to any third party nor permit any party to do so. Licensee will, on request, make available evidence reasonably satisfactory to Tait demonstrating compliance with all the foregoing.

#### **Section 8 TERM AND TERMINATION**

8.1. Licensee's right to use the Software and Documentation will commence when the Designated Products are supplied by Tait to Licensee and will continue for the life of the Designated Products with which or for which the Software and Documentation are supplied, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Tait.

8.2. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Tait that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Tait or destroyed by Licensee and are no longer in use by Licensee.

8.3. Licensee acknowledges that Tait made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Tait for which monetary damages would be inadequate. If Licensee breaches this Agreement, Tait may terminate this Agreement and be entitled to all available remedies at law or in equity including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation. Licensee shall pay all Tait costs (on an indemnity basis) for the enforcement of the terms of this Agreement.

#### **Section 9 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain proprietary and Confidential Information valuable to Tait and are Tait trade secrets, and Licensee agrees to respect the confidentiality of the information contained in the Software and Documentation.

#### **Section 10 LIMITATION OF LIABILITY**

10.1. In no circumstances shall Tait be under any liability to Licensee, or any other person whatsoever, whether in Tort (including negligence), Contract (except as expressly provided in this Agreement), Equity, under any Statute, or otherwise at law for any losses or damages whether general, special, exemplary, punitive, direct,

indirect, or consequential arising out of or in connection with any use or inability of using the Software.

10.2. Licensee's sole remedy against Tait will be limited to breach of contract and Tait sole and total liability for any such claim shall be limited at the option of Tait to the repair or replacement of the Software or the refund of the purchase price of the Software.

#### **Section 11 GENERAL**

11.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software may be subject to the laws and regulations of the jurisdiction covering the supply of the Designated Products and will comply with all applicable laws and regulations, including export laws and regulations, of that country.

11.3. **ASSIGNMENTS AND SUBCONTRACTING.** Tait may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to, or consent of, Licensee.

11.4. **GOVERNING LAW.** This Agreement shall be subject to and construed in accordance with New Zealand law and disputes between the parties concerning the provisions hereof shall be determined by the New Zealand Courts of Law. Provided however Tait may at its election bring proceedings for breach of the terms hereof or for the enforcement of any judgment in relation to a breach of the terms hereof in any jurisdiction Tait considers fit for the purpose of ensuring compliance with the terms hereof or obtaining relief for breach of the terms hereof.

11.5. **THIRD-PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Tait and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third-party software included in the Software will be a direct and intended third-party beneficiary of this Agreement.

11.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

11.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Agreement and any other Agreement between the parties, the parties agree that, with respect to the specific subject matter of this Agreement, this Agreement prevails.

11.8. **SECURITY.** Tait uses reasonable means in the design and writing of its own Software and the acquisition of third-party Software in order to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Tait will take the steps specified in Section 6 of this Agreement.

11.9. **EXPORT.** Licensee will not transfer,

directly or indirectly, any Designated Product, Documentation or Software furnished hereunder or the direct product of such Documentation or Software to any country for which New Zealand or any other applicable country requires an export license or other governmental approval without first obtaining such license or approval.

11.10. **SEVERABILITY.** In the event that any part or parts of this Agreement shall be held illegal or null and void by any court or administrative body of competent jurisdiction, such determination shall not affect the remaining terms which shall remain in full force and effect as if such part or parts held to be illegal or void had not been included in this Agreement. Tait may replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent and economic effect of this Agreement.

11.11. **CONSUMER GUARANTEES.** Licensee acknowledges that the licenses supplied in terms of this agreement are supplied to Licensee in business, and that the guarantees and other provisions of prevailing consumer protection legislation shall not apply.

11.12. **WHOLE AGREEMENT.** Licensee acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions. Licensee also agrees that, subject only to the express terms of any other agreement between Tait and Licensee to the contrary, this is the complete and exclusive statement of the Agreement between it and Tait in relation to the Software. This Agreement supersedes any proposal or prior agreement, oral or written, and any other communications between Licensee and Tait relating to the Software and the Designated Products.