Tait General Software License Agreement

This Software License Agreement ("Agreement") is between you ("Licensee") and Tait International 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 "Intel-

lectual 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, new versions and new releases of the software provided by Tait; (iii) means any upgrades, enhancements or other functions or features to the Software provided by Tait; and (iv)

may contain one or more items of software owned by a third-party supplier. The term "Software" includes the applicable "Software Key" and 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.

"Software Key" means a code or key that is supplied by Tait to access, enable and use the Software or certain functions or features of the Software

"Tait" means Tait International 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. The Licensee acknowledges that one or more Software Keys may be required from Tait for the Software or certain functions or features of the Software. The Licensee may only access, enable and use such Software or functions or features of the Software with Software Keys issued by Tait. Tait may provide the Licensee with a Software Key for the Software or certain functions or features of the Software agreed to by the parties as part of this Agreement. The Software Key may control the functions or features of the Software licensed in accordance with this Agreement. The Licensee's license to the Software Key is limited to a license to use the Software Key is limited to a license to use the Software Key only to access, enable and use the Software or certain functions or features of the Software that Tait has agreed to provide to the Licensee and only in accordance with the Documentation.

3.3. 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 Licenses of 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 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 Iicenses, see:

https://www.taitradio.com/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 emust be discontinued when the original Designated Product is returned to operation and the Software must be tempoved 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 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, noninfringement, 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 Agree-

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. 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) authorised 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 SUBCONTRACT-ING. 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 WHÖLE 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.