



MASTER SERVICES AGREEMENT

This Master Services Agreement ('Agreement') is made this ____ day of _____ 20 ____, between NewSat Networks Pty Ltd, an Australian company (ABN 19 078 204 994) with head offices at Level 4, 6 Riverside Quay, Southbank, Vic, 3006, Australia ('NewSat'), and _____ ('Customer'). This Agreement allows Customers to order certain products and services from NewSat from time to time.

Terms and Conditions of the Agreement

- 1. Terms.** This Agreement consists of this Master Services Agreement, any attachments to same, the "NewSat Standard Terms and Conditions", the "Operational Requirements", the "Technical Annex for Transponder Capacity" and the "VoIP Services" and the "Reseller Alliance Schedule" (as applicable) and any documents incorporated by reference in those documents (collectively the "**Standard Service Terms**"). The documents comprising the Standard Service Terms are available from NewSat's Website at www.newsat.com. The Customer acknowledges either receiving, or having the opportunity to review, a copy of the Standard Service Terms.
- 2. Definitions.** All definitions contained in the NewSat Standard Terms and Conditions apply to all documents forming the Standard Service Terms
- 3. Term of the Agreement.** This Agreement commences on the date it is signed by both parties and remains in effect (subject to earlier termination as set out in the NewSat Standard Terms and Conditions) for an initial term of five years. At the expiry of the initial term, the Agreement will be automatically renewed for successive periods of one year each, unless either party provides notice to the other party no later than 30 days prior to any such renewal period that it does not wish to renew the Agreement.
- 4. Customer Orders.** The parties may from time to time agree to include Products and/or Services under this Agreement by completing and executing the Order Form attached to this Agreement or such other form acceptable to NewSat. Each completed and fully executed Order Form will constitute an independent agreement by NewSat to provide, and by the Customer to pay for, the Products and Services as specified in that Order Form on the terms and conditions set out in the Order Form (if any) and this Agreement (and each agreement is referred to as a 'Customer Order'). Neither party is obliged to accept or execute any Order Forms or to enter into any Customer Orders.
- 5. Priority.** To the extent of any inconsistencies between these terms, the terms specified in the Order Form and those documents forming part of the Standard Service Terms, they will be interpreted in the following descending order of priority: (a) the Master Service Agreement; (b) other attachments to this document; (c) the terms specified in the Order Form; (d) the NewSat Standard Terms and Conditions; (e) Operational Requirements; (f) the Technical Annex for Transponder Capacity; (g) VoIP Services; and (h) any other documents incorporated by reference.
- 6. Provision of Products and Services.** NewSat will provide, and the Customer will acquire and pay for, the Products and Services in accordance with each Customer Order.
- 7. Representations, Warranties and Covenants.** Each party represents and warrants to, and agrees with, the other that it has the right, power and authority to enter into and perform its obligations under this Agreement.
- 8. Entire Agreement.** This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding on anything connected with that subject matter.
- 9. Subordination.** NewSat may without notice to the Customer grant security interests of any kind in the Services, any of the equipment or network facilities used to provide the Services and any of the Customer Orders (including the proceeds of them) to third parties, and that this Agreement and each Customer Order are subject and subordinate to any such security interests, provided that the security holder agrees to comply with terms and conditions of the Agreement and Customer Orders provided that:
 - (a) the Customer is not in default;
 - (b) the Customer does not make payment more than 30 days prior to their scheduled payment date; and
 - (c) upon receiving a notice from a security holder of a default by NewSat under any relevant security document, the Customer will make all subsequent payments as instructed by that security holder.

NewSat Networks Pty Ltd

Level 4, 6 Riverside Quay Southbank Vic 3006 Australia
T +61 3 9674 4644 F +61 3 9674 4655 ABN 19 078 204 994

Customer Initials ____ NewSat Initials ____ Page 1 of 2

The Customer acknowledges and consents to foreclosure, should it occur, upon the Agreement and the Customer Orders by any security holder its successor or assignee, and the consequent replacement of NewSat by the security holder. A security holder may exercise all rights and cure any defaults of NewSat under the Agreement and the Customer Orders within such cure period as may be available to NewSat. All security holders are express third party beneficiaries of this clause 9. This clause 9 is self-operative and no further instrument of subordination is required to make this subordination effective. In confirmation of such acknowledged subordination, the Customer must execute promptly any instrument or certificate which NewSat or any security holder may reasonably request.

- 10. **Counterparts.** This Agreement may be executed in several counterparts, each counterpart is an original, but the counterparts together are one and the same instrument.
- 11. **No Changes.** The Customer represents and warrants that it has not made any changes to any of the Standard Service terms to which it has not drawn the attention of NewSat prior to providing it to NewSat for its acceptance and execution and that in the event of any conflict between the executed version of this document and the version last sent to the Customer by NewSat, the version last sent to the Customer by NewSat shall be the governing version.
- 12. **Customer Warranty.** Customer warrants that where a Customer Order is given by a subsidiary or affiliate of the customer, the subsidiary or affiliate has full authority from the Customer to do so and the Customer guarantees the performance of the contract constituted by such Customer Order given by the subsidiary or affiliate.

The Customer has read and understands this Agreement and agrees to be bound by those terms and conditions. Executed as an agreement on the date below.

Accepted by the Customer by its authorised representative		Accepted by NewSat Networks Pty Ltd by its authorised representative	
Name (print)		Name (print)	
Title		Title	
Signature		Signature	
Date		Date	