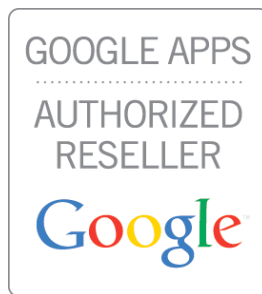




End User Agreement



1. Introduction

This document outlines the terms of use for our online business services. This includes our online hosting solutions, content management systems and our content publishing systems. Our online business services are offered in partnership with Adobe and Google.

BY SELECTING THE "I ACCEPT" BUTTON AS PART OF THE ORDERING PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF New Sky Media'S ONLINE SERVICE (THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT PROCEED AND MAY NOT USE THE SERVICE.

As part of the Service, New Sky Media will provide you with use of the Service, including a browser interface, plug-in into some 3rd party products, web services access and data encryption, transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the New Sky Media website incorporated by reference herein, including but not limited to New Sky Media's privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

1. Privacy & Security; Disclosure

New Sky Media's privacy policies may be viewed at <http://www.newskymedia.com.au/privacy>. New Sky Media reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Individual users when they initially log in, will be asked whether or not they wish to receive marketing, weekly reports and other non-critical Service-related communications from New Sky Media from time to time. They may opt out of receiving such communications at that time or at any subsequent time by choosing the unsubscribe link from such communication. Note that because the Service is a hosted, online application, New Sky Media occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service.

2. License Grant & Restrictions

New Sky Media hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by New Sky Media and its licensors.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

3. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify New Sky Media immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to New Sky Media immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another New Sky Media user or provide false identity information to gain access to or use the Service.

4. Account Information and Data

New Sky Media will make best endeavors to backup Customer Data every 24 hours. New Sky Media will not at any time retrieve Customer Data if it is accidentally or otherwise delete by you. In the unlikely case where Customer Data is lost because of software or hardware malfunction, New

Sky Media will endeavor to restore to the most recent successful backup. New Sky Media takes no responsibility whatsoever whether implied or otherwise for the quality or frequency of Customer Data backup.

New Sky Media does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not New Sky Media, shall have sole responsibility for the input accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and New Sky Media shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), New Sky Media will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. New Sky Media reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and New Sky Media shall have no obligation to maintain or forward any Customer Data.

During your use of the Service, New Sky Media will archive certain information as well as keep some usage and statistical information. In all cases New Sky Media reserves the right to delete archived, usage and statistical data irretrievably once it is older than three (3) months.

5. Intellectual Property Ownership

New Sky Media alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the New Sky Media Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the New Sky Media Technology or the Intellectual Property Rights owned by New Sky Media. The New Sky Media name, the New Sky Media logo, and the product names associated with the Service are trademarks of New Sky Media or third parties, and no right or license is granted to use them.

6. Third Party Interactions

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. New Sky Media and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. New Sky Media does not endorse any sites on the Internet that are linked through the Service. New Sky Media provides these links to you only as a matter of convenience, and in no event shall New Sky Media or its licensors be responsible for any content, products, or other materials on or available from such sites. New Sky Media provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

7. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the setup and ongoing fees and charges, and billing terms in effect at the time a fee or charge is due and payable. The amount payable will be equal to the setup and ongoing charges related to your plan plus any excess number of total User licenses requested times the per User license fee currently in effect. Payments may be made, in advance, monthly, half-yearly or annually, consistent with the Initial Term (the first License Term), or as otherwise mutually agreed upon. You are responsible for paying for all User licenses ordered for the entire License Term, whether or not such User licenses are actively used. You must provide New Sky Media with valid credit card or approved purchase order information as a condition to signing up for the Service. An authorized License Administrator may add user licenses by executing an additional written Order Form. Added user licenses will be subject to the following: (i) added user licenses will be coterminous with the preexisting License Term (either Initial Term or renewed License Term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee; (iii) where monthly License Terms are inacted user licenses added in the middle of a billing month will be charged in full for that billing month; and (iv) where half yearly and yearly license terms are inacted additional user licenses will be charged pro rata with a minimum charge of one month. New Sky Media reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by email. All pricing terms are confidential, and you agree not to disclose them to any third party. Any and all fees paid in advance are not refundable if you cease to use the Service.

8. Limits and Excess Fees

The maximum disk storage space provided to you at no additional charge is dependent on the plan that you choose. If the amount of disk storage required exceeds these limits, you will be charged the then-current storage fees.

The maximum amount of incoming traffic to your website is 100GB per month. Outgoing traffic from your website is not chargeable unless the ratio

of incoming to outgoing traffic from your website exceeds 1:10 (i.e. 10GB inbound and 100GB outbound). New Sky Media reserves the right to negotiate an increased monthly fee effective from the next billing period should this ratio be exceeded.

The maximum number of email marketing broadcasts you may undertake per month is 10,000 if email marketing is part of your plan. If you require a larger broadcast per month, you will be charged the then-current email marketing fees.

The maximum number of free SMS messages that you can use is dependent on the plan that you choose. You will be charged for excess SMS messages sent in the next billing period at the then-current per SMS message fee.

Any failure by New Sky Media to so notify you shall not affect your responsibility for such additional storage and traffic charges. New Sky Media reserves the right to establish or modify its general practices and limits relating to storage of and traffic relating to Customer Data.

9. Billing and Renewal

New Sky Media charges and collects in advance for use of the Service. New Sky Media will automatically renew the License Term and bill your credit card or issue an invoice to you (a) every month for monthly licenses, (b) every 6-months for half-yearly licenses, (c) each year on the subsequent anniversary for annual licenses, or (d) as otherwise mutually agreed upon. The renewal charge will be equal to the then-current plan fee plus any excess User licenses times the user license fee in effect during the prior term, unless New Sky Media has given you at least 30 days prior written notice of a fee change, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as-quoted basis. New Sky Media's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

You agree to provide New Sky Media with complete and accurate billing and contact information. This information includes your legal company name, street address, email address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, New Sky Media reserves the right to terminate your access to the Service in addition to any other legal remedies.

Unless New Sky Media in its discretion determines otherwise: (i) entities with headquarters in United States will be billed in U.S. dollars ("U.S. Customers"); (ii) entities with headquarters in Australia will be billed in Australian dollars; and (iii) all other entities will be billed in U.S. dollars, Euros or local currency (if available) ("Non-U.S./Australia Customers").

If you believe your bill is incorrect, you must contact us in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

10. Non-Payment and Suspension

In addition to any other rights granted to New Sky Media herein, New Sky Media reserves the right to suspend or terminate this Agreement and your access to the Service, if your account becomes delinquent (falls into arrears). Access to the Administration interface will be suspended immediately if an invoice is delinquent and is re-enabled when such delinquent invoices are paid in full. New Sky Media reserves the right to suspend or terminate your public website if delinquent invoices are 60 days overdue. Delinquent invoices are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for User licenses during any period of suspension. If you or New Sky Media initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that New Sky Media may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

New Sky Media reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that New Sky Media has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

11. Termination upon Expiration/Reduction in Number of Licenses

This Agreement commences on the Effective Date. The Initial Term (the first License Term) will be as you elect during the online subscription process or as otherwise mutually agreed upon. You are obligated to pay for the service begins from the Effective Date and invoices must be paid according to the then current payment terms. Access to the Administration interface will be suspended immediately if an invoice is delinquent. Upon the expiration of the Initial Term, this Agreement will automatically renew for a successive License Term equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at New Sky Media's then current fees, and payable in advance. Either party may terminate this Agreement or reduce the number of User licenses, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least fourteen (14) business days prior to the date of the invoice for the following term. In

the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated (other than by reason of your breach), New Sky Media will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that New Sky Media has no obligation to retain the Customer Data, and may delete such Customer Data irretrievably, more than 30 days after termination.

12. Termination for Cause

Any breach of your payment obligations or unauthorized use of the New Sky Media Technology or Service will be deemed a material breach of this Agreement. New Sky Media, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, New Sky Media may terminate a free account at any time in its sole discretion. You agree and acknowledge that New Sky Media has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

13. Subscribing to Extra Services

As part of the Service, you may be able to subscribe to extra features such as real-time alerts via SMS and email marketing. Each service may have a fixed monthly charge as well as data usage charges. In the case where usage charges apply, these will be calculated automatically and billed at the end of each calendar month or as mutually agreed based on the then-current New Sky Media pricing.

14. Service Level Agreement

New Sky Media will provide a service level of 99.98% uptime per month excluding scheduled downtime on average of 1 hour per week for system maintenance and upgrades. The service level comprises of your ability to access Customer Data via a web-browser interface and any other reliability, timeliness, quality, suitability, truth, availability or completeness of the Service is not covered in this agreement. Scheduled downtimes are set between the hours of 2000 to 0600 (AEST). In the unlikely event where Service Level Agreements are not met for any given month, a pro-rata rebate will be applied against the next License Term period. Normal billing will resume from the following period. No rebate applies nor is payable if no future billing period exists.

New Sky Media will use best endeavors to ensure the delivery of real-time alerts. New Sky Media guarantees to send real-time alerts instantly but cannot guarantee their delivery by 3rd party providers and aggregators.

Email marketing broadcasts will be undertaken at anytime during the date specified for the broadcast and may take up to 24 hours to deliver from commencement of the broadcast. Email marketing broadcasts cannot be sent unless approved by New Sky Media and may take up to 6 hours for approval.

15. Marketing

You grant New Sky Media the right to display your brand including company name and logo on its website and other marketing communications.

16. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. New Sky Media represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online New Sky Media help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

17. Mutual Indemnification

You shall indemnify and hold New Sky Media, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that New Sky Media (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release New Sky Media of all liability and such settlement does not affect New Sky Media's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

New Sky Media shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a

third party; (ii) a claim, which if true, would constitute a violation by New Sky Media of its representations or warranties; or (iii) a claim arising from breach of this Agreement by New Sky Media; provided that you (a) promptly give written notice of the claim to New Sky Media; (b) give New Sky Media sole control of the defense and settlement of the claim (provided that New Sky Media may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to New Sky Media all available information and assistance; and (d) have not compromised or settled such claim. New Sky Media shall have no indemnification obligation, and you shall indemnify New Sky Media pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

18.Disclaimer of Warranties

EXCEPT FOR WHAT IS STATED IN SECTION 14 New Sky Media AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT EXCEPT FOR WHAT IS STATED. New Sky Media AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY New Sky Media AND ITS LICENSORS.

19.Internet Delays

EXCEPT FOR WHAT IS STATED IN SECTION 14 New Sky Media'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. New Sky Media IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

20.Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21.Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

22.Local Laws and Export Control

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Australia, Switzerland and the European Union. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Australia, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Australian, Swiss and European Union export laws and

assume sole responsibility for obtaining licenses to export or re-export as may be required.

This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

New Sky Media and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America or Australia, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States or Australian law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States or Australia for such purposes.

23.Notice

New Sky Media may give notice by means of a general notice on the Service, electronic mail to your email address on record in New Sky Media's account information, or by written communication sent by first class mail or pre-paid post to your address on record in New Sky Media's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to New Sky Media (such notice shall be deemed given when received by New Sky Media) at any time by any of the following: letter sent by confirmed facsimile to New Sky Media at the following fax numbers (whichever is appropriate): +61 3 6224 8467 (for All Customers); letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to New Sky Media at the following addresses (whichever is appropriate): New Sky Media, Studio 203/86 Murray Street Hobart 7000 AUSTRALIA, in either case, addressed to the attention of: Chief Executive Officer.

24.Modification to Terms

New Sky Media reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

25.Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of New Sky Media but may be assigned without your consent by New Sky Media to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of New Sky Media directly or indirectly owning or controlling 50% or more of you shall entitle New Sky Media to terminate this Agreement for cause immediately upon written notice.

26.General

This Agreement shall be governed by the laws of New South Wales, Australia, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in NSW Australia. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and New Sky Media as a result of this agreement or use of the Service. The failure of New Sky Media to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by New Sky Media in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between you and New Sky Media and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

27.Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, and any materials available on the New Sky Media website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by New Sky Media from time to time in its sole discretion; "Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service; "Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed or the date you begin using the Service; "Initial Term" means the first License Term period during which you are obligated to pay for the Service equal to the billing frequency selected by you during the subscription process (e.g., if the

billing frequency is quarterly, the Initial Term (and first License Term) is the first quarter); "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "License Administrator(s)" means those Users designated by you who are authorized to purchase licenses online using the Online Order Center or by executing written Order Forms and to create User accounts and otherwise administer your use of the Service; "License Term(s)" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s); "Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "Online Order Center" means New Sky Media's online application that allows the License Administrator designated by you to, among other things, add additional Users to the Service; "New Sky Media" means collectively New Sky Media Pty Ltd, an Australian proprietary limited company, having its principal place of business at Studio 203, 86 Murray Street Hobart TAS 7000 Australia; "New Sky Media Online Services" means all of New Sky Media's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by New Sky Media in providing the Service; "Service(s)" means the specific edition of New Sky Media's online content management and customer relationship management systems, billing, data analysis, or other corporate services identified during the ordering process, developed, operated, and maintained by New Sky Media, accessible via <http://newsky.com.au> or another designated web site or IP address, or ancillary services rendered to you by New Sky Media, to which you are being granted access under this Agreement, including the New Sky Media Technology and the Content; "User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by New Sky Media at your request).

28. Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please contact New Sky Media via our [Contact Us page](#).