

OmniSTAR Signal Licence No. "insert signal licence number"

Dated : "insert date"

**YOU MUST READ THE TERMS OF THIS LICENCE
PRIOR TO COMMENCING USE OF THE OmniSTAR "VBS or HP" SERVICE**

You acknowledge that the signaling service provided by OmniSTAR Pty Ltd ("**OmniSTAR**") under this licence ("**OmniSTAR Service**") provides error correction data that improves the accuracy of global positioning data ("**GPS**") provided by the US Department of Defence ("**GPS Service**") as interpreted by the GPS receiver purchased by you.

By using the OmniSTAR Service you will be deemed to agree to the terms of this licence. If you do not agree to the terms of this licence then you must inform OmniSTAR prior to commencing use of the OmniSTAR Service and not use the OmniSTAR Service.

The OmniSTAR Service is supplied solely for "insert description of application" and for no other purpose. You agree that the OmniSTAR Service will not be used for any personal, domestic or household purposes.

The OmniSTAR Service is dependent on the continual supply and quality of the GPS Service which is not within the control of OmniSTAR. The accuracy of the final positioning data obtained by combining the OmniSTAR Service and the GPS Service is dependent on the GPS receiver equipment and the method of observation and recording that is used by you. Accuracies obtained are also subject to the GPS receiver's location, abilities and condition which are not within OmniSTAR's control.

You acknowledge that the GPS Service and the GPS receiver equipment is independent from the OmniSTAR Service and OmniSTAR accepts no liability for failure in the OmniSTAR Service, or any loss or damage, caused by any fault, failure, characteristics or limitations of the GPS Service or the GPS receiver.

OmniSTAR also uses third party telecommunications carriers to deliver the Service. OmniSTAR accepts no responsibility for any failure of, or interruption to, the Service due to causes outside its control including but not limited to the failure or suspension of the Satellite Space Segment Operator's equipment or systems and/or failure of telecommunications (land lines, PSTN lines or intermediate satellite relays) between OmniSTAR terrestrial reference stations and monitor stations and their Network Control Hub or between the Network Control Hub and the Satellite Space Segment Operator's premises. Local conditions (such as blockages by structures or radio interference) may also interrupt the OmniSTAR Service or change the validity of the data delivered. You must ensure that the receiver's antenna has a clear unobstructed view of the sky to ensure that the OmniSTAR service is received.

Other than for liability owed for breach of any terms implied by Part V of the Trade Practices Act, OmniSTAR MAKES NO WARRANTY, EXPRESS OR IMPLIED IN RESPECT OF THE SERVICE. OmniSTAR MAKES NO ASSURANCE OF SUCCESSFUL GPS CORRECTION DATA TRANSMISSION. NEITHER OmniSTAR NOR ANY AFFILIATE OF OmniSTAR SHALL BE RESPONSIBLE TO YOU OR TO ANY OF YOUR AFFILIATES (1) FOR LOST REVENUES, LOST PROFITS OR LOST DATA; OR (2) ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES; OR (3) FOR LOSS OR DAMAGE OR OTHER EXPENSE; OR (4) FOR COMMERCIAL OR ECONOMIC LOSS OF ANY KIND; OR (5) FOR ANY AMOUNTS RELATING TO THIS LICENCE ABOVE THE SUBSCRIPTION PAYMENT FOR THE THEN CURRENT TERM, THAT DIRECTLY OR INDIRECTLY ARISES FROM YOUR, OR ANY OTHER PERSON'S USE OF OR INABILITY TO USE THE OmniSTAR SERVICE OR DATA. NO RECOVERY AGAINST OmniSTAR, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL BE GREATER THAN THE AMOUNTS YOU HAVE PAID UNDER THIS LICENCE.

YOU AND YOUR AFFILIATES SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND OmniSTAR FROM ANY LOSS, DAMAGE, COST, EXPENSE (INCLUDING ALL LEGAL EXPENSES) OR CLAIM ARISING FROM ANY USE OF THE OMNISTAR SERVICE, EXCEPT WHERE DIRECTLY AND WHOLLY CAUSED BY THE NEGLIGENCE OF OmniSTAR.



The liability of OmniSTAR for the breach of any terms implied by Part V of the Trade Practices Act (Cth) 1974, other than the implied term as to title contained in section 69, is limited to the resupply of the OmniSTAR Service again or the payment of the cost of having the OmniSTAR Services resupplied again.

You agree to pay the OmniSTAR signal licence fee together with any tax or duties payable as invoiced either by OmniSTAR or its authorized agent or reseller. The term of the licence will be "insert period eg. 12 months" from the date of commencement of the Service and may be renewed upon payment of the then current signal licence fee together with any tax or duties payable.

You agree that breaches of any provision of this licence, including but not limited to the payment of money, will entitle OmniSTAR to, without prior notice to you, suspend the transmission of the OmniSTAR Service until the breach is remedied without prejudice to OmniSTAR's right to terminate this licence or its rights and remedies hereunder at law.

You agree to comply with all legal obligations relating to the use of the OmniSTAR Service.

You agree not to assign, resell or rebroadcast the OmniSTAR Service without first obtaining express written consent of OmniSTAR.

Every exemption from liability, defence and immunity of whatsoever nature applicable to OmniSTAR or to which OmniSTAR is entitled hereunder shall also be available and shall extend to protect every one of its affiliates, servants or agents acting hereunder or making or giving statements, information or advice as aforesaid and for the purposes of this clause OmniSTAR shall be or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be its affiliates, servants or agents from time to time as well as on its own behalf and all such persons shall to this extent be or be deemed to be parties to this licence.

This licence may be terminated without notice in the event that:

- prompt payment for the OmniSTAR licence is not received by OmniSTAR or its authorized reseller;
- the OmniSTAR licence term expires;
- the OmniSTAR Service is used for purposes other than as described in this licence;
- the OmniSTAR Service is used for other purposes not previously agreed with OmniSTAR in writing; or
- You made a false statement in relation to the requesting and granting of this OmniSTAR licence.

This OmniSTAR signal licence sets forth the entire agreement and understanding between you and OmniSTAR and merges and supersedes all prior discussions, agreements and understanding of every kind.

Name	_____
Position/Title	_____
Company	_____
Signature	_____

OmniSTAR Authorised Person	_____
Signature	_____