

## **Request For Tender**

### **Part Seven – Registry Licence Agreement**

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This is **PART SEVEN** of the Request for Tender  
Registry Licence Agreement for .au Second Level Domains

There are seven Parts to the RFT. This Part must  
be read in conjunction with the other Parts of the RFT.



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Date / /2005

## Registry Licence Agreement

**.au Domain Administration Limited**  
ACN 079 009 340  
and

**[##Registry Operator]**  
ACN [##ACN]

Interstate office  
Melbourne  
Affiliated offices  
Adelaide, Beijing, Brisbane, Colombo,  
Dubai, Hong Kong, Jakarta, Kuala Lumpur,  
Manila, Mumbai, New Delhi, Perth,  
Singapore, Tianjin

# Table of Contents

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<b>1.</b>	<b>DEFINITIONS.....</b>	<b>1</b>
<b>2.</b>	<b>DURATION OF AGREEMENT.....</b>	<b>5</b>
2.1	Transition Period .....	5
2.2	Duration .....	5
2.3	Term .....	5
<b>3.</b>	<b>TRANSITION PERIOD.....</b>	<b>5</b>
3.1	Participation.....	5
3.2	Meetings .....	5
3.3	Acceptance Tests Plan.....	6
3.4	Meaning of Acceptance Tests .....	6
3.5	Conducting Acceptance Tests.....	6
3.6	Termination.....	6
<b>4.</b>	<b>WARRANTIES .....</b>	<b>7</b>
4.1	Information Provided to auDA .....	7
4.2	auDA's Reliance .....	7
<b>5.</b>	<b>REGISTRY OPERATOR.....</b>	<b>7</b>
5.1	Recognition of Registry Operator .....	7
5.2	Recognition by Authoritative Root Server.....	7
5.3	End of the Term.....	7
<b>6.</b>	<b>USE OF auDA NAME AND LOGO.....</b>	<b>7</b>
6.1	Grant of Licence .....	7
6.2	Other Use not Permitted.....	8
<b>7.</b>	<b>OBLIGATIONS OF REGISTRY OPERATOR.....</b>	<b>8</b>
7.1	Registry Services.....	8
7.2	General Obligations.....	8
7.3	Technical Specification.....	8
7.4	Compliance with Published Policies .....	8
7.5	Inconsistencies .....	8
7.6	Insurance.....	8
7.7	No Limitation.....	9
<b>8.</b>	<b>OBLIGATIONS IN RELATION TO NEW 2LD .....</b>	<b>9</b>
8.1	Introduction of New 2LD .....	9
8.2	Registry Operator and New 2LDs.....	9
<b>9.</b>	<b>AUSTRALIAN PRESENCE .....</b>	<b>10</b>
9.1	Australian Incorporated Entity .....	10
9.2	Operate Registry in Australia.....	10
<b>10.</b>	<b>PAYMENT OF LICENCE FEES.....</b>	<b>10</b>
10.1	Obligation to Pay .....	10
10.2	auDA's Domain Name Fee.....	10
10.3	Charge to Registrars .....	10
10.4	Adjustments.....	11
10.5	GST .....	11
10.6	Timely Payment.....	11

10.7	Interest on Late Payment .....	11
10.8	No Set-Off.....	11
10.9	Tax invoice .....	11
<b>11.</b>	<b>ADJUSTMENT OF FEES BY auDA .....</b>	<b>11</b>
11.1	Adjustment of auDA's Domain Name Fee .....	11
11.2	Effective Date of Adjustment .....	11
11.3	Notification.....	12
11.4	Reduction Must be Passed to Registrars .....	12
<b>12.</b>	<b>REGISTRY DATA .....</b>	<b>12</b>
12.1	Authoritative nameserver, Zone Files and Registry WHOIS Data.....	12
12.2	Replication of Registry Data .....	12
12.3	Access to Registry Data .....	12
12.4	Electronic Interface.....	12
<b>13.</b>	<b>DATA ESCROW .....</b>	<b>13</b>
13.1	Escrow Materials .....	13
13.2	Escrow Agreement .....	13
13.3	Licensing of Registry Software .....	13
<b>14.</b>	<b>ACCESS TO WHOIS DATA .....</b>	<b>14</b>
14.1	Access to WHOIS Data .....	14
14.2	Terms for Access.....	14
<b>15.</b>	<b>PRIVACY .....</b>	<b>14</b>
15.1	'Opt-in' under Privacy Act 1988 .....	14
15.2	No Revocation .....	14
15.3	Privacy code .....	14
<b>16.</b>	<b>INTELLECTUAL PROPERTY RIGHTS .....</b>	<b>14</b>
16.1	Acknowledgement on Registry Data .....	14
16.2	Registry Data.....	15
16.3	Release from Escrow .....	15
<b>17.</b>	<b>BUSINESS CONTINUITY PLAN .....</b>	<b>15</b>
17.1	Implementation of Plan.....	15
17.2	Practice and Procedures .....	15
<b>18.</b>	<b>INFORMATION AND REPORTS .....</b>	<b>15</b>
18.1	Information.....	15
18.2	Reports.....	15
<b>19.</b>	<b>RELATIONSHIP WITH REGISTRARS .....</b>	<b>16</b>
19.1	Agreement with Registrars .....	16
19.2	Dealings with Registry Data .....	16
19.3	Interface Tests.....	16
<b>20.</b>	<b>REGISTRAR SEPARATION.....</b>	<b>17</b>
20.1	Separation of Registrar Operations .....	17
20.2	Separation of Operations.....	18
20.3	Acknowledgement .....	18
<b>21.</b>	<b>OBLIGATIONS OF auDA .....</b>	<b>18</b>
21.1	General obligations.....	18

21.2	Assignment to New Authority .....	18
21.3	auDA to be Technical and Administrative Contact .....	19
21.4	Resolving Concerns of the Registry Operator .....	19
<b>22.</b>	<b>LIMITATIONS OF LIABILITY .....</b>	<b>19</b>
22.1	Effect of Legislation .....	19
22.2	Exclusion of Implied Warranties .....	19
22.3	General Exclusion of Liability .....	19
22.4	Specific Performance .....	19
22.5	Limitation of Liability .....	19
22.6	Aggregate Liability .....	19
22.7	Consequential Losses .....	20
<b>23.</b>	<b>DISPUTE RESOLUTION .....</b>	<b>20</b>
23.1	Mediation before Arbitration .....	20
23.2	Notice .....	20
23.3	Attempt to Resolve .....	20
23.4	Referral to ACDC.....	20
23.5	Mediation .....	20
23.6	Arbitration .....	20
23.7	No Merger.....	21
<b>24.</b>	<b>DEFAULT AND TERMINATION.....</b>	<b>21</b>
24.1	Meaning of Insolvency Event.....	21
24.2	Events of Default .....	22
24.3	Consequences of Default .....	22
<b>25.</b>	<b>CONSEQUENCES OF TERMINATION.....</b>	<b>23</b>
25.1	Rights and Obligations on Termination .....	23
25.2	Confidential Information.....	23
25.3	auDA may Resume Registry Service .....	23
25.4	Survival.....	23
<b>26.</b>	<b>SUCCESSOR REGISTRY OPERATOR .....</b>	<b>24</b>
26.1	auDA may seek Tender.....	24
26.2	Registry Operator may Tender .....	24
26.3	Registry Operator's Performance .....	24
26.4	Cooperate with auDA .....	24
<b>27.</b>	<b>PROHIBITION OF ASSIGNMENT .....</b>	<b>24</b>
27.1	No Assignment .....	24
27.2	Assignment of Registry Assets.....	24
27.3	No Change of Control.....	25
27.4	Consent .....	25
27.5	Fees and Expenses.....	25
27.6	Details.....	25
<b>28.</b>	<b>GENERAL.....</b>	<b>25</b>
28.1	Amendment .....	25
28.2	Entire Understanding .....	25
28.3	Further Assurance .....	26
28.4	Legal Costs and Expenses.....	26
28.5	Waiver and Exercise of Rights .....	26
28.6	Time of the Essence.....	26
28.7	Survival of Indemnities .....	26

28.8	Enforcement of Indemnities.....	26
28.9	Rule of Construction.....	26
<b>29.</b>	<b>NOTICES .....</b>	<b>26</b>
29.1	Service of Notice .....	26
29.2	Particulars for Service .....	27
29.3	Time of Service.....	27
<b>30.</b>	<b>INTERPRETATION.....</b>	<b>28</b>
30.1	Governing Law and Jurisdiction .....	28
30.2	Persons .....	28
30.3	Joint and Several.....	28
30.4	Legislation .....	28
30.5	This Document, Clauses and Headings .....	28
30.6	Severance .....	29
30.7	Counterparts.....	29
30.8	Currency.....	29
30.9	Business Day.....	29
30.10	Number and Gender.....	29
30.11	Property.....	29
	<b>SCHEDULE A.....</b>	<b>2</b>
	<b>SCHEDULE B.....</b>	<b>3</b>
	<b>SCHEDULE C.....</b>	<b>4</b>
	<b>SCHEDULE D.....</b>	<b>5</b>

# Registry Licence Agreement

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DATE / /2005

## BETWEEN

**.AU DOMAIN ADMINISTRATION LIMITED ACN 079 009 340**  
of 107 Faraday Street, Carlton, Victoria

(auDA)

## AND

[##REGISTRY OPERATOR] ACN [##ACN]  
of [##Address]

(Registry Operator)

## RECITALS

- A. auDA is a non-profit organisation that is the body responsible for administering the .au ccTLD and its associated sub-domains. ICANN (the Internet Corporation for Assigned Names and Numbers) delegated the .au ccTLD to auDA on 25 October 2001.
- B. auDA has issued a request for tender for the provision of Registry Services in the Designated 2LDs.
- C. The Registry Operator is the successful respondent to the tender in respect of the Designated 2LDs, and enters into this document to record the agreement between auDA and the Registry Operator.

## THE PARTIES AGREE

### 1. DEFINITIONS

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In this document unless expressed or implied to the contrary:

**2LD** means a .au second level domain, that is, a name at the second level of the .au domain name hierarchy (for example, com.au).

**Acceptance Tests** means the tests described in clause 3.4.

**Acceptance Tests Plan** means the Acceptance Tests plan described in clause 3.3.

**ACDC** means the Australian Commercial Disputes Centre.

**Agreement** means the agreement between auDA and the Registry Operator recorded in this document.

**auDA** means .au Domain Administration Limited ACN 079 009 340, the body responsible for administering the .au ccTLD and its associated sub-domains.

**auDA's Domain Name Fee** means the fee forming part of the Licence Fees, described in paragraph (a) of Schedule A.

**Business Continuity Plan** means the Registry Operator's plan to ensure the uninterrupted provision of Registry Services, as submitted to auDA under the Tender and subsequently approved by auDA under this document, including:

- (a) disaster recovery plan covering disaster recovery sites with regular disaster recovery testing, including the plan for any failure of the Registry; and
- (b) the plan for the transition from the Registry Operator to a Successor Registry Operator.

**Business Day** means Monday to Friday excluding public holidays in Melbourne, Australia.

**ccTLD** means country code top level domain in the domain name hierarchy (for example, .au in Australia, .uk in the United Kingdom).

**Centralised WHOIS Data** means the data of all 2LDs which are made available to the public through a WHOIS Service provided by auDA, which data include the Registry WHOIS Data.

**Commencement Date** is the date on which the Transition Period ends.

**Confidential Information** means all information and materials about the other party or a third party, in any form, which comes into a party's possession pursuant to, or as a result of or in performance of this document, excluding information:

- (a) which at the time of its first disclosure under this document was in the public domain; or
- (b) which, after disclosure under this document, comes into the public domain otherwise than by disclosure in breach of this document; or
- (c) which is received by either party from a third party who has the right to provide the information and which is not itself subject to confidentiality; or
- (d) which was already in the party's possession or knowledge without restriction prior to its disclosure; or
- (e) which the party is required by law to disclose.

**Designated 2LDs** means the following seventeen 2LDs: com.au, net.au, org.au, asn.au, id.au, conf.au, info.au, gov.au, edu.au, wa.au, nt.au, sa.au, qld.au, nsw.au, act.au, vic.au, tas.au.

**DNS** means the domain name system.

**Document Date** is the date on which this document is signed by auDA and the Registry Operator.

**Domain Name Licence** means the licence to use a domain name in the Designated 2LDs for a specified period of time.

**Escrow Materials** means all the materials which are required to be deposited into escrow under the Technical Specification.

**Events of Default** has the meaning given in clause 24.2.



**Expiry Date** means 30 June 2010.

**GST** has the same meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999*.

**Insolvency Event** has the meaning given in clause 24.1.

**Intellectual Property Rights** means all and any patents, patent applications, trade marks, service marks, trade names, domain names, registered designs, unregistered design rights, copyrights, know how, trade secrets and rights in confidential information, URLs and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

**Licence Fees** means the fees payable by the Registry Operator to auDA set out in Schedule A, which comprise:

- (a) auDA's Domain Name Fee; and
- (b) the Registry Fees.

**National Privacy Principles** has the same meaning as in the *Privacy Act 1988 (Cth)*.

**New 2LD** has the meaning given in clause 8.1.

**Published Policies** means those specifications and policies established and published by auDA from time to time.

**Registrant** means a holder of, or an applicant for, a Domain Name Licence, and its agent.

**Registrar** means an organisation that is, and continues to be:

- (a) accredited by auDA as a registrar; or
- (b) authorised by auDA to process Registry Data on behalf of Registrants in respect of a particular Designated 2LD, into the Registry.

**Registry** means the provision of primary and secondary nameservers and WHOIS servers, a database containing the Registry Data and a mechanism for accessing that data, in relation to the Designated 2LDs.

**Registry Data** means all data maintained in electronic form in the Registry, including without limitation:

- (a) Zone File data;
- (b) Registrant contact information;
- (c) technical and administrative contact information;
- (d) all other data submitted by Registrars in electronic form; and
- (e) other data concerning particular registrations or nameservers maintained in electronic form in the Registry database.

**Registry Fees** means the fees forming part of the Licence Fees, described in paragraph (b) of Schedule A, comprising the initial Registry Fee and an annual Registry Fee.

**Registry Operator** means the party to this document in its capacity as domain name registry operator for the Designated 2LDs.

**Registry Services** include:

- (a) operation of the Registry for the Designated 2LDs;
- (b) receipt of data concerning registrations and delegations from Registrars;
- (c) provision of status information to Registrars; and
- (d) provision of support services to Registrars.

**Registry Software** means the software used by the Registry, including any database software that is necessary to compile and run the Registry from the source code.

**Registry WHOIS Data** means the data of the Designated 2LDs which are made available to the public through a WHOIS Service provided by the Registry Operator.

**Related Entity** has the same meaning as in the *Corporations Act 2001* (Cth).

**Relevant Control** means:

- (a) control of the composition of the board of directors of the Registry Operator; or
- (b) control of more than 20% of the voting rights attaching to shares in the Registry Operator; or
- (c) control of more than 20% of the issued share capital of the Registry Operator, or

including the exercise of such control by a person by the acquisition of a Relevant Interest so that such person (either alone or with others) can exercise the relevant control.

**Relevant Interest** means any relevant interest (as that term is defined in the *Corporations Act 2001* (Cth)) in the securities of an organisation.

**Successor Registry Operator** means the entity succeeding the Registry Operator in the performance of Registry Services.

**Technical Specification** means the technical and other specification set out in Schedule D.

**Tender** means the tender by the Registry Operator which has resulted in the entry of this document.

**Term** has the meaning given in clause 2.3.

**Transition Period** means the period:

- (a) starting from the date nominated by auDA as the start date for the Transition Period; and
- (b) ending on a date specified by auDA, after auDA is satisfied that the system is stable and meets the standards agreed between auDA and the Registry Operator in relation to the Registry.

**WHOIS Service** means the protocol used to provide a public information service in relation to data in a registry.

**Zone File** means a file that contains the mapping between each domain name in the Designated 2LDs and the Internet addresses of computers that can resolve sub-domains of the domain name to physical Internet addresses.

## **2. DURATION OF AGREEMENT**

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### **2.1 Transition Period**

Clauses 1, 2, 3, 4, 9, 20, 22, 23, 24, 25, 27, 28, 29 and 30 of this document have effect immediately on and from the Document Date.

### **2.2 Duration**

The remaining provisions of this document have effect on and from the Commencement Date, and continues until the earlier of:

- 2.2.1 the Expiry Date; or
- 2.2.2 termination under clause 24.

### **2.3 Term**

The period described in clause 2.2 is the Term.

## **3. TRANSITION PERIOD<sup>1</sup>**

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### **3.1 Participation**

During the Transition Period, the Registry Operator must conduct a transition process, to migrate the Registry Data from the previous operator of the Registry to the Registry Operator, and to test:

- 3.1.1 registry/registrar interfaces;
- 3.1.2 new authoritative nameserver;
- 3.1.3 WHOIS Service; and
- 3.1.4 such other matter as may be determined by auDA or as outlined in the transition plan submitted by the Registry Operator in its Tender and agreed with auDA,

in a manner to be approved by auDA.

### **3.2 Meetings**

During the Transition Period, the Registry Operator must attend all meetings convened by auDA or the participants in the transition to discuss progress of the transition and to share information in relation to the transition.

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<sup>1</sup> Clause 3 will not apply and will be deleted if the successor Registry Operator is the same as the incumbent Registry operator.

### **3.3 Acceptance Tests Plan**

Before the start of the Transition Period, auDA must provide the Registry Operator with an Acceptance Tests plan which sets out the timing and other requirements for undertaking the Acceptance Tests.

### **3.4 Meaning of Acceptance Tests**

In this document, Acceptance Tests means the tests conducted by auDA to ensure that the Registry system meets with the requirements set out in the Technical Specification, including:

- 3.4.1 verifying that the Registry database conforms to the Technical Specification; and
- 3.4.2 verifying the ability to perform all operations supported by the Registry Access Protocol (as defined in the Technical Specification); and
- 3.4.3 verifying the performance and service levels for the Registry database, nameserver service and WHOIS Service; and
- 3.4.4 ensuring that the Registry operation meets the security architecture proposed in the Tender; and
- 3.4.5 verifying that the data escrow requirements (as set out in the Technical Specification) are met, including testing of the data escrow operations; and
- 3.4.6 verifying that all other aspects of the Technical Specification have been met.

### **3.5 Conducting Acceptance Tests**

- 3.5.1 auDA must conduct the Acceptance Tests during the Transition Period, according to the Acceptance Tests Plan.
- 3.5.2 Upon completion of the Acceptance Tests, auDA must inform the Registry Operator whether the Registry system has passed the Acceptance Tests.
- 3.5.3 If the Registry system does not pass the Acceptance Tests within the timeframe set out in the Acceptance Tests Plan, then auDA is entitled to terminate this document under clause 3.6.

### **3.6 Termination**

Either party may by notice in writing to the other party, terminate this document if:

- 3.6.1 the Transition Period does not start by 31 March 2006; or
- 3.6.2 the Transition Period exceeds six calendar months; or
- 3.6.3 the Commencement Date has not occurred by 30 June 2006; or
- 3.6.4 clause 3.5.3 applies,

in which case, no party will owe the other party any further obligation under this document.

#### **4. WARRANTIES**

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##### **4.1 Information Provided to auDA**

The Registry Operator represents and warrants to auDA that all written information and reports which it has furnished to auDA, in connection with this document (including under the Tender):

- 4.1.1 are true and accurate in all material respects and not misleading, whether by omission or otherwise; and
- 4.1.2 contain forecasts and opinions all of which were made or formed after due and careful consideration on the part of its relevant officers based on the best information available to it and are fair and reasonable.

##### **4.2 auDA's Reliance**

The Registry Operator acknowledges that auDA has entered into this document in reliance upon the representations and warranties in this document.

#### **5. REGISTRY OPERATOR**

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##### **5.1 Recognition of Registry Operator**

auDA recognises the Registry Operator as the sole operator of the Registry during the Term.

##### **5.2 Recognition by Authoritative Root Server**

- 5.2.1 During the Term, auDA must ensure that the authoritative root server for .au, will point to the nameservers designated by the Registry Operator for the Designated 2LDs.
- 5.2.2 The Registry Operator may, during the Term, request auDA to point the authoritative root server to other nameservers designated by the Registry Operator for the Designated 2LDs, by giving auDA at least five Business Days written notice.

##### **5.3 End of the Term**

The Registry Operator acknowledges and agrees that at the end of the Term, it will cease to be the Registry Operator for the Designated 2LDs, unless prior to the end of the Term, the Registry Operator is chosen as the Successor Registry Operator.

#### **6. USE OF auDA NAME AND LOGO**

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##### **6.1 Grant of Licence**

auDA grants to the Registry Operator a non-exclusive, worldwide, royalty-free licence to:

- 6.1.1 state that it is recognised by auDA as the registry operator of the Designated 2LDs; and
- 6.1.2 use the logo specified by auDA to indicate that the Registry Operator is recognised by auDA as the registry operator of the Designated 2LDs; and
- 6.1.3 link to pages and documents within auDA's web site, provided they are not framed by any other materials.

## **6.2 Other Use not Permitted**

- 6.2.1 The Registry Operator is otherwise not permitted to use auDA's name or logo or trademark.
- 6.2.2 The rights granted under this clause 6 are personal to the Registry Operator and must not be transferred or assigned or sub-licensed to any other person.

## **7. OBLIGATIONS OF REGISTRY OPERATOR**

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### **7.1 Registry Services**

The Registry Operator must perform Registry Services for the Registry.

### **7.2 General Obligations**

The Registry Operator must operate the Registry in accordance with this document.

### **7.3 Technical Specification**

The Registry Operator must perform all obligations under this document in accordance with the Technical Specification.

### **7.4 Compliance with Published Policies**

The Registry Operator must comply with all Published Policies.

### **7.5 Inconsistencies**

In the event of any inconsistencies between the provisions of this document and the provisions in the Technical Specification and Published Policies, then to the extent of the inconsistencies, the various documents will be interpreted in the following order of priority:

- 7.5.1 the Published Policies (highest level of priority); and
- 7.5.2 this document; and
- 7.5.3 the Technical Specification (lowest level of priority).

### **7.6 Insurance**

The Registry Operator must, at its own expense:

- 7.6.1 maintain the insurance coverage set out in Schedule B, such insurance to remain in effect until completion of all obligations to be performed under this document; and
- 7.6.2 upon written request from auDA, give auDA any information it may reasonably require concerning the scope of the insurance maintained under clause 7.6.1 together with any relevant certificates of currency.

## **7.7 No Limitation**

Nothing in this clause 7 limits or otherwise affects the Registry Operator's obligations as provided elsewhere in this document.

## **8. OBLIGATIONS IN RELATION TO NEW 2LD**

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### **8.1 Introduction of New 2LD**

The Registry Operator accepts that auDA may, from time to time, decide to introduce new 2LDs (**New 2LD**). auDA may appoint another registry operator to provide registry services for the New 2LD.

### **8.2 Registry Operator and New 2LDs**

If:

- 8.2.1 auDA decides to introduce a New 2LD; and
- 8.2.2 auDA reasonably believes that the projected volume of registrations for the New 2LD in its first 12 months of operation will be less than 200,000; and
- 8.2.3 the introduction of the New 2LD is to occur at least 12 months before the Expiry Date; and
- 8.2.4 auDA requests the Registry Operator to provide Registry Services for the New 2LD,

then:

- 8.2.5 the Registry Operator must provide Registry Services for the New 2LD, on a similar basis as the other Designated 2LDs, as follows:
  - 8.2.5.1 the proposed fee or charge to Registrars (of the kind contemplated in clause 10.3) will be as agreed between auDA and the Registry Operator, provided that such fee or charge in relation to the New 2LD is not higher than the then highest fee charged to any Registrar in any other Designated 2LDs; and
  - 8.2.5.2 the Licence Fees payable by the Registry Operator to auDA will also apply to the New 2LD; and
- 8.2.6 for the purpose of this document, the Designated 2LDs will be read and be taken to include the New 2LD (with necessary modifications).

## **9. AUSTRALIAN PRESENCE**

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### **9.1 Australian Incorporated Entity**

The Registry Operator must be and continue to be an Australian incorporated entity.

### **9.2 Operate Registry in Australia**

The Registry Operator must operate the Registry in Australia, by:

- 9.2.1 ensuring that all its employees and other personnel who are involved in or are integral to the operation and management of the Registry and the provision of Registry Services, are located and are resident in Australia; and
- 9.2.2 having and maintaining a substantial physical presence in Australia, including without limitation, locating all its administrative and operational functions and personnel who are involved in the operation and management of the Registry and the provision of Registry Services, in Australia; and
- 9.2.3 causing the Registry servers and backups to be located in Australia, unless the Technical Specification requires otherwise.

## **10. PAYMENT OF LICENCE FEES**

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### **10.1 Obligation to Pay**

The Registry Operator must pay the Licence Fees to auDA in the manner set out in Schedule A.

### **10.2 auDA's Domain Name Fee**

The parties acknowledge and agree that:

- 10.2.1 auDA's Domain Name Fee forms part of the Licence Fees; and
- 10.2.2 the Registry Operator will pass auDA's Domain Name Fee to the Registrars; and
- 10.2.3 the Registry Operator will collect auDA's Domain Name Fee from the Registrars for auDA; and
- 10.2.4 the Registry Operator remains liable to pay auDA's Domain Name Fee to auDA even if the Registry Operator is unable to collect the fee from a Registrar.

### **10.3 Charge to Registrars**

The Registry Operator must not impose:

- 10.3.1 any fee or charge on any Registrar in respect of the registration of a domain name in the Designated 2LDs which is higher than the sum of:
  - 10.3.1.1 auDA's Domain Name Fee; and



10.3.1.2 the price proposed by the Registry Operator to auDA under the Tender, more particularly set out in Schedule C; or

10.3.2 any other fees or charges on any Registrar,

except with the prior permission of auDA.

#### **10.4 Adjustments**

The Licence Fees are subject to adjustments in accordance with clause 11.

#### **10.5 GST**

10.5.1 All fees referred to in this document are exclusive of GST, unless otherwise stated.

10.5.2 All applicable GST must be paid by the Registry Operator to auDA at the same time and in the same manner as the relevant fee is paid or given under this document.

#### **10.6 Timely Payment**

The Registry Operator must make all payments to auDA under this document in a timely manner, despite any dispute which may exist between auDA and the Registry Operator.

#### **10.7 Interest on Late Payment**

The Registry Operator must pay interest on late payments to auDA at the lower of the following rates:

10.7.1 the interest rate which is 2% per annum above auDA's cost of funding the late payments; or

10.7.2 maximum rate allowed by law.

#### **10.8 No Set-Off**

The Registry Operator must not exercise any right of set-off on any account as against auDA.

#### **10.9 Tax invoice**

auDA must provide a tax invoice to the Registry Operator no later than 14 days after the receipt of the Licence Fee.

### **11. ADJUSTMENT OF FEES BY auDA**

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#### **11.1 Adjustment of auDA's Domain Name Fee**

auDA may, at any time and from time to time, adjust auDA's Domain Name Fee by notice in writing to the Registry Operator and the Registrars.

#### **11.2 Effective Date of Adjustment**

Adjustments made by auDA under clause 11.1 will take effect on the later of:

11.2.1 the date nominated by auDA; or

11.2.2 upon receipt of the written notification by the Registry Operator and the Registrars.

### **11.3 Notification**

auDA must, in the written notification of adjustment to the Registry Operator and the Registrars, provide a brief description of the factors taken into account in adjusting auDA's Domain Name Fee.

### **11.4 Reduction Must be Passed to Registrars**

If the adjustment under clause 11.1 results in a lower level of auDA's Domain Name Fee, the Registry Operator must immediately pass on to the Registrars, the whole of the reduction.

## **12. REGISTRY DATA**

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### **12.1 Authoritative nameserver, Zone Files and Registry WHOIS Data**

The Registry Operator must:

12.1.1 operate the Registry database and access protocol; and

12.1.2 provide the authoritative nameservers, including generating and distributing Zone Files information; and

12.1.3 provide a WHOIS Service and maintain the Registry WHOIS Data,

in accordance with the Technical Specification and Published Policies.

### **12.2 Replication of Registry Data**

The Registry Operator must, at auDA's request, replicate the Registry Data in a central register specified by auDA for the purposes of providing a Centralised WHOIS Data service.

### **12.3 Access to Registry Data**

The Registry Operator must not sell or otherwise grant access to any Registry Data to any person, other than in order to comply with its obligations under this document, unless:

12.3.1 authorised by auDA; and

12.3.2 in compliance with any conditions of use specified by auDA; and

12.3.3 in compliance with any Published Policies.

### **12.4 Electronic Interface**

The Registry Operator must provide an electronic interface to the Registrars in accordance with the Technical Specification to:

12.4.1 add new domain records;

- 12.4.2 update domain name Registrant contact details;
- 12.4.3 update nameserver information;
- 12.4.4 transfer domain names between responsible Registrars; and
- 12.4.5 renew or de-register domain names.

## **13. DATA ESCROW**

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### **13.1 Escrow Materials**

The Registry Operator must deposit the Escrow Materials into escrow:

- 13.1.1 on or before the Commencement Date; and
- 13.1.2 whenever there is any change to the Escrow Materials, or as otherwise required under the Technical Specification.

### **13.2 Escrow Agreement**

On or before the Commencement Date, the Registry Operator must enter into an escrow agreement in a form prescribed by auDA, between auDA, the Registry Operator and the escrow agent, which provides that:

- 13.2.1 the Escrow Materials must be received and held in escrow, with no use other than verification that the deposited data is complete and in proper format, until released to auDA; and
- 13.2.2 the Escrow Materials must be released to auDA upon termination of this document by auDA under clause 24; and
- 13.2.3 the Escrow Materials (other than the source code of the Registry Software) must be released to auDA on the Expiry Date if:
  - 13.2.3.1 this document has not been terminated earlier; and
  - 13.2.3.2 the Registry Operator is not the Successor Registry Operator; and
- 13.2.4 the Escrow Materials must remain current and be subject to independent audit.

### **13.3 Licensing of Registry Software**

The Registry Operator must procure that auDA is entitled to:

- 13.3.1 a licence to use the Registry Software; and
- 13.3.2 assign or sub-licence such a licence to use the Registry Software,

on a non-exclusive, irrevocable, royalty-free and paid-up basis, in order to resume service if necessary under clause 25.3.

## 14. ACCESS TO WHOIS DATA

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### 14.1 Access to WHOIS Data

The Registry Operator must not:

- 14.1.1 access Centralised WHOIS Data in bulk for any purpose; or
- 14.1.2 sell or otherwise grant bulk access to Registry WHOIS Data to any person,

unless:

- 14.1.3 authorised by auDA; and
- 14.1.4 in compliance with any conditions of use specified by auDA; and
- 14.1.5 in compliance with any Published Policies.

### 14.2 Terms for Access

Without reducing the effect of this clause 14, the Registry Operator must not impose any terms or conditions on any access or the use of the Registry WHOIS Data, unless such terms or conditions are first approved in writing by auDA.

## 15. PRIVACY

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### 15.1 'Opt-in' under Privacy Act 1988

On or before the Commencement Date, the Registry Operator must advise the Commonwealth Privacy Commissioner in writing that the Registry Operator chooses to be treated as an "organisation" under the *Privacy Act* 1988, under section 6EA(2) of that Act.

### 15.2 No Revocation

The Registry Operator must not revoke its choice to be treated as an "organisation" under the *Privacy Act* 1988, except with the prior approval of auDA.

### 15.3 Privacy code

The Registry Operator must:

- 15.3.1 comply with the National Privacy Principles; or
- 15.3.2 in the event that auDA adopts an approved privacy code, at auDA's request, provide in writing to the Commonwealth Privacy Commissioner, notification that it consents to being bound to any such privacy code.

## 16. INTELLECTUAL PROPERTY RIGHTS

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### 16.1 Acknowledgement on Registry Data

The Registry Operator and auDA both acknowledge and agree that Registry Data:

- 16.1.1 are not proprietary information; and

16.1.2 for clarity, are not owned by the Registry Operator or auDA; and

16.1.3 are held by auDA for the benefit of the Australian public.

## **16.2 Registry Data**

The Registry Operator is not entitled to claim any Intellectual Property Rights in the Registry Data.

## **16.3 Release from Escrow**

Without reducing the effect of this clause 16, if the Registry Data is released from escrow under clause 13, any rights held by the Registry Operator in the Registry Data are automatically licensed to auDA (or auDA's nominee) on a non-exclusive, irrevocable, royalty-free and paid-up basis.

## **17. BUSINESS CONTINUITY PLAN**

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### **17.1 Implementation of Plan**

The Registry Operator must implement the Business Continuity Plan once it is approved by auDA.

### **17.2 Practice and Procedures**

The Registry Operator must ensure that its practices and procedures are:

17.2.1 consistent with the requirements of; and

17.2.2 conducive to the implementation of,

the Business Continuity Plan.

## **18. INFORMATION AND REPORTS**

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### **18.1 Information**

The Registry Operator must provide to auDA from time to time, upon auDA's request, all information in relation to the Registry Operator and the operation of the Registry as auDA may reasonably request.

### **18.2 Reports**

Without reducing the effect of clause 18.1 or the reporting requirements set out in the Technical Specification, the Registry Operator must, on a monthly basis, or as otherwise required by auDA, provide a written report to auDA detailing the following:

18.2.1 the number of domain names registered in the Registry;

18.2.2 the number of domain names registered in the previous month;

18.2.3 a comprehensive summary of its ability to meet its obligations, including under the Technical Specification, in the previous month;

18.2.4 any problems requiring the attention or approval of auDA; and

- 18.2.5 any other details requested by auDA, relevant to the obligations of the Registry Operator under this document.

## **19. RELATIONSHIP WITH REGISTRARS**

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### **19.1 Agreement with Registrars**

The Registry Operator:

- 19.1.1 must not refuse to provide Registry Services to any Registrar;
- 19.1.2 must deal with all Registrars on an equitable basis, and must not discriminate between different Registrars;
- 19.1.3 must ensure that its contract with a Registrar contains a dispute resolution provision which is the same as, or substantially similar to, the provision in clause 23; and
- 19.1.4 must not make a contract or arrangement, or arrive at an understanding with a Registrar:
  - 19.1.4.1 without the prior written approval of auDA; or
  - 19.1.4.2 in any event, which contains terms or conditions which are inconsistent with the provision of this document or any Published Policies.

### **19.2 Dealings with Registry Data**

The Registry Operator must not:

- 19.2.1 accept any application for a Domain Name Licence; or
- 19.2.2 process any Registry Data on behalf of a Registrant into the Registry, other than through a Registrar, unless otherwise approved in writing by auDA.

### **19.3 Interface Tests**

- 19.3.1 The Registry Operator acknowledges that, before a person can be accredited by auDA to be a Registrar, that person must pass auDA's registrar/registry test to ensure that its system can properly interface with the Registry Operator's system for the processing of Registry Data.
- 19.3.2 The Registry Operator must:
  - 19.3.2.1 promptly perform such registrar/registry test with a person who has applied to become a Registrar, and who has received provisional accreditation from auDA; and
  - 19.3.2.2 notify such person and auDA in writing within five Business Days after the start of such tests, as to whether that person has passed the tests; and
  - 19.3.2.3 retain all records relating to the performance of such tests, and provide all such records to auDA at its request.

## 20. REGISTRAR SEPARATION

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### 20.1 Separation of Registrar Operations

- 20.1.1 The Registry Operator must:
- 20.1.1.1 not be an organisation in which any Registrar or any of its Related Entities has any Relevant Interest; and
  - 20.1.1.2 not have any Relevant Interest in any Registrar or any of its Related Entities; and
  - 20.1.1.3 not have any Related Entity:
    - 20.1.1.3.1 in which any Registrar or any of its Related Entity has any Relevant Interest; or
    - 20.1.1.3.2 which has any Relevant Interest in any Registrar or any of its Related Entity; and
  - 20.1.1.4 not itself, or have any Related Entity which, directly or indirectly, and whether solely or jointly with any other person, carries on or engages or is involved in any trade, business or undertaking as a Registrar.
- 20.1.2 Clause 20.1.1 does not prevent the Registry Operator or any of its Related Entity from holding marketable securities in a Registrar or its Related Entity, provided that:
- 20.1.2.1 it is for investment purposes only; and
  - 20.1.2.2 the marketable securities are quoted on a recognised stock exchange in Australia or elsewhere at the time of acquisition; and
  - 20.1.2.3 the total Relevant Interest held by the Registry Operator and all its Related Entities in any Registrar or its Related Entity is less than 5% of all the issued share capital of the Registrar or its Related Entity (as the case may be).
- 20.1.3 Where the marketable securities of the Registry Operator or any of its Related Entity are quoted on a recognised stock exchange in Australia or elsewhere, clause 20.1.1 does not prevent a Registrar or any of its Related Entity from holding those marketable securities in the Registry Operator or any of its Related Entity, provided that:
- 20.1.3.1 it is for investment purposes only; and
  - 20.1.3.2 the total Relevant Interest held by any Registrar and all its Related Entities in the Respondent or any of its Related Entity is less than 5% of all the issued share capital of the Registry Operator or the Related Entity.

## **20.2 Separation of Operations**

The covenants in clause 20.1 may be waived by auDA in writing if, in auDA's absolute discretion, auDA considers that:

- 20.2.1 the Registry Operator is able to have a clear and effective separation between the business operations of the Registry Operator as operator of the Registry, and that of a Registrar in the Registry; and
- 20.2.2 despite the Registry Operator's involvement as a Registrar, competing Registrars still have fair and equal access to the Registry.

For clarity, nothing in this clause 20.2 requires auDA to waive the covenants in clause 20.1, even if the requirements in clauses 20.2.1 and 20.2.2 are satisfied.

## **20.3 Acknowledgement**

The Registry Operator acknowledges that the covenants in clause 20.1:

- 20.3.1 are material to auDA's decision to enter into the Agreement; and
- 20.3.2 are fair and reasonable having regard to the intention of the Australian Internet community to introduce competition into the .au ccTLD; and
- 20.3.3 are reasonably required by auDA to protect the interests of the Australian Internet community.

## **21. OBLIGATIONS OF auDA**

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### **21.1 General obligations**

With respect to all matters that impact the rights, obligations or role of the Registry Operator, auDA must during the Term:

- 21.1.1 exercise its responsibilities in an open and transparent manner; and
- 21.1.2 not unreasonably restrain competition and, to the extent possible, promote and encourage robust competition; and
- 21.1.3 not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably; and
- 21.1.4 not single out the Registry Operator for disparate treatment unless justified by substantial and reasonable cause; and
- 21.1.5 ensure, through its reconsideration and independent review policies, adequate appeal procedures for the Registry Operator, to the extent it is adversely affected by auDA standards, policies, procedures or practices.

### **21.2 Assignment to New Authority**

In the event that another entity becomes the Australian Government endorsed authority for the .au namespace, auDA must transfer all its rights, obligations and liabilities under this document to the other entity.



### **21.3 auDA to be Technical and Administrative Contact**

auDA is the technical and administrative contact for the Registry Operator for making changes to DNS records for .au and all 2LDs.

### **21.4 Resolving Concerns of the Registry Operator**

auDA must make reasonable efforts to address and resolve any concerns raised by the Registry Operator with respect to the development and administration of the .au namespace on an equal basis with other registry operators.

## **22. LIMITATIONS OF LIABILITY**

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### **22.1 Effect of Legislation**

Nothing in this clause 22 is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified.

### **22.2 Exclusion of Implied Warranties**

Any representation, warranty, condition or undertaking which (but for this clause 22.2) would be implied in this document by law, is excluded to the fullest extent permitted by law.

### **22.3 General Exclusion of Liability**

auDA is not liable to the Registry Operator for any claim arising under this document in contract, tort, statute or otherwise.

### **22.4 Specific Performance**

Either party may seek specific performance of any provision in this document, provided that the party seeking such specific performance is not in material breach of its obligations under this document.

### **22.5 Limitation of Liability**

The liability of auDA for breach of a condition or warranty implied by the *Trade Practices Act 1974* (other than under Section 69) in relation to the supply of goods or services not of a kind ordinarily acquired for personal domestic or household use or consumption, is limited, at auDA's option, to:

22.5.1 in the case of goods – the replacement of the goods, the supply of equivalent goods, the payment of the cost of replacing the goods or the payment of the cost of acquiring equivalent goods; or

22.5.2 in the case of services – the supplying of the services again or the payment of the cost of having the services supplied again.

### **22.6 Aggregate Liability**

Without reducing the effect of any other provisions in this clause 22, auDA's aggregate liability to the Registry Operator will not, in any event, exceed the Licence Fees payable by the Registry Operator to auDA in respect of the first 12 months of the Term.

## **22.7 Consequential Losses**

Despite any other provision of this document and to the fullest extent permitted by law, auDA will not be liable to the Registry Operator for consequential, indirect or special losses or damages of any kind (including, without limitation, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by the Registry Operator as a result of any act or omission whatsoever of auDA, its employees, agents or sub-contractors.

## **23. DISPUTE RESOLUTION**

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### **23.1 Mediation before Arbitration**

If a dispute arises:

23.1.1 out of or relating to this document, or the breach, termination, validity or subject matter of this document; or

23.1.2 as to any claim in tort, in equity or pursuant to any domestic or international statute or law,

the parties agree to endeavour in good faith to settle the dispute by mediation administered by the Australian Commercial Disputes Centre before having recourse to arbitration.

### **23.2 Notice**

A party claiming that a dispute has arisen, must give written notice to the other party to the dispute specifying the nature of the dispute.

### **23.3 Attempt to Resolve**

The parties to the dispute must seek to resolve the dispute within seven days of receipt of the notice specified in clause 23.2.

### **23.4 Referral to ACDC**

If the dispute is not resolved within seven days or within such further period as the parties agree then the dispute must be referred to ACDC for mediation under clause 23.5.

### **23.5 Mediation**

The mediation must be conducted in accordance with ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and which terms are regarded to form part of this document.

### **23.6 Arbitration**

23.6.1 In the event that the dispute has not settled within 28 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the dispute must be submitted to arbitration (administered by ACDC) and conducted in accordance with ACDC's Arbitration Guidelines which terms are regarded to form part of this document.

23.6.2 The arbitrator must not be the same person as the mediator.

**23.7 No Merger**

This clause does not merge upon completion.

**24. DEFAULT AND TERMINATION**

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**24.1 Meaning of Insolvency Event**

In this document, Insolvency Event means, in relation to a party, any of the following events:

- 24.1.1 the party's interest in or under this document or in the subject matter of this document becomes attached or taken in execution or under any legal process; or
- 24.1.2 an encumbrancer takes any step towards taking possession or takes possession of any assets of the party or exercises any power of sale where such possession would have a material adverse effect on that party's ability to perform its obligations under this document; or
- 24.1.3 the party ceases, suspends or threatens to cease or suspend the conduct of a majority of its business except for the purposes of a solvent reconstruction or amalgamation previously approved by the other party; or
- 24.1.4 any security interest becomes enforceable or is enforced against the party where such enforcement would have a material adverse effect on that party's ability to perform its obligations under this document; or
- 24.1.5 a distress, attachment or other execution is levied or enforced against the party in excess of \$10,000.00 where such enforcement would have a material adverse effect on the party's ability to perform its obligations under this document; or
- 24.1.6 the party takes any step to obtain protection or is granted protection from a majority of its creditors under any applicable legislation; or
- 24.1.7 a resolution is passed by the party to appoint an administrator or an administrator of the party is appointed; or
- 24.1.8 an order is made that the party be wound up; or
- 24.1.9 an order is made appointing a liquidator or a provisional liquidator of the party; or
- 24.1.10 the party resolves to wind itself up or otherwise dissolve itself, or gives notice of its intention to do so, except for the purposes of a solvent reconstruction or amalgamation previously approved by the other party, or is otherwise wound up or dissolved; or
- 24.1.11 an order is made or a resolution is passed for the party to enter into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them, except for the purposes of a solvent reconstruction or amalgamation previously approved by the other party; or

- 24.1.12 the party is, or states that it is, or under applicable legislation is taken to be, unable to pay its debts (other than as a result of a failure to pay a debt or claim the subject of a dispute in good faith) or stops or suspends or threatens to stop or suspend payment of all or a class of its debts; or
- 24.1.13 a receiver, receiver and manager, administrator, controller or similar officer of any of the assets or the whole or any part of the undertaking of the party is appointed; or
- 24.1.14 the party is or makes a statement from which it may be reasonably deduced by the other parties that the party is the subject of an event described in section 459C(2) of the *Corporations Act 2001* (Cth); or
- 24.1.15 any event that is analogous or having a substantially similar effect to any of the events specified in this definition.

## **24.2 Events of Default**

In this document, Event of Default means, in relation to a party, any of the following events:

- 24.2.1 an Insolvency Event; or
- 24.2.2 any amount due and payable by the party under this document is in arrears for 30 days after formal demand has been made; or
- 24.2.3 the party commits a breach of this document which is not capable of being remedied; or
- 24.2.4 the party commits a breach of this document and fails to rectify that breach within 30 days after receipt of written notice specifying the breach and requiring rectification; or
- 24.2.5 if clause 27.3 applies.

## **24.3 Consequences of Default**

At any time following an Event of Default, the non defaulting party may, by notice in writing to the party do all or any of the following:

- 24.3.1 demand that all money actually or contingently owing under this document are immediately due and payable by the party and the party must immediately repay those moneys; or
- 24.3.2 demand that the party must pay to the non defaulting party interest at the rate set out in clause 10.7, computed on the amount overdue during the period of default and the party must immediately pay such interest; or
- 24.3.3 declare that the obligations of the non defaulting party under this document cease and the non defaulting party is no longer obliged to perform any obligations under this document; or
- 24.3.4 if the defaulting party is the Registry Operator, auDA may demand that the Registry Operator pay the reasonable expenses incurred by auDA as a result of any breach of this document by the Registry Operator and the

service of notices as required by this clause, and the Registry Operator must immediately pay those expenses; or

24.3.5 terminate this document.

## **25. CONSEQUENCES OF TERMINATION**

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### **25.1 Rights and Obligations on Termination**

If this document is terminated for any reason, in addition to and without prejudice to any other rights, powers or remedies provided by law:

25.1.1 each party is released from its further obligations under this document, except those provisions of this document which are expressly intended to survive termination; and

25.1.2 each party retains the rights it had against the other party in respect of any past breach.

### **25.2 Confidential Information**

If this document is terminated, then a party must immediately on receipt of a request from the other party:

25.2.1 deliver all Confidential Information belonging to the other party and all changes to, reproductions of, extracts from and notes regarding that Confidential Information, in any form; or

25.2.2 destroy the Confidential Information and, if it is in the form of computer software, by erasing it from the magnetic media on which it is stored so that the Confidential Information is incapable of being revived; and

25.2.3 provide a statutory declaration to the other party that all Confidential Information has been delivered or destroyed in accordance with this clause.

### **25.3 auDA may Resume Registry Service**

If:

25.3.1 this document is terminated; or

25.3.2 the Successor Registry Operator is not appointed by the Expiry Date,

auDA is entitled to resume Registry Services in its own capacity for such period until the appointment of a Successor Registry Operator.

### **25.4 Survival**

For clarity, each of the party's rights and obligations in this clause 25 survives termination of this document.

## 26. SUCCESSOR REGISTRY OPERATOR

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### 26.1 auDA may seek Tender

auDA may, before the end of the Term, release a request for tender for a Successor Registry Operator.

### 26.2 Registry Operator may Tender

The Registry Operator:

26.2.1 is eligible to tender to serve as Successor Registry Operator (except where this document has been terminated by auDA because the Registry Operator is a defaulting party under an Event of Default); and

26.2.2 must not be disadvantaged in comparison to other entities by reason only that it is the current Registry Operator.

### 26.3 Registry Operator's Performance

For clarity, clause 26.2 does not prevent auDA from taking into account the Registry Operator's performance under this document, in evaluating any tender for a Successor Registry Operator.

### 26.4 Cooperate with auDA

26.4.1 In the event that the Registry Operator is not chosen as Successor Registry Operator, the Registry Operator must cooperate with auDA and with the Successor Registry Operator in order to facilitate smooth transition.

26.4.2 Such cooperation must include the timely transfer to the Successor Registry Operator of an electronic copy of the Registry Data and of a full specification of the format of the data.

## 27. PROHIBITION OF ASSIGNMENT

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### 27.1 No Assignment

The Registry Operator must not:

27.1.1 sell, transfer, delegate, assign, licence; or

27.1.2 mortgage, charge or otherwise encumber,

any right under this document to any person (**Proposed Assignee**), or permit a Proposed Assignee to assume any obligation under this document without the prior written consent of auDA.

### 27.2 Assignment of Registry Assets

The Registry Operator must not assign or transfer its Registry assets in connection with any sale of its Registry business without the approval of auDA.

**27.3 No Change of Control**

The Registry Operator:

- 27.3.1 must ensure that there is no change of Relevant Control of the Registry Operator without the approval of auDA; and
- 27.3.2 acknowledges and agrees that a change of Relevant Control of the Registry Operator will be regarded as an Event of Default, whether such change is within or beyond the control of the Registry Operator.

**27.4 Consent**

auDA may give or withhold any consent under this clause at its absolute discretion.

**27.5 Fees and Expenses**

The Registry Operator must pay all fees and expenses (including legal fees on a solicitor/own client basis) incurred by auDA in connection with the proposed assignment and the investigation of the Proposed Assignee, whether or not consent is granted.

**27.6 Details**

The Registry Operator must deliver to auDA:

- 27.6.1 the name, address and occupation (if applicable) of the Proposed Assignee;
- 27.6.2 two written references as to financial circumstances of the Proposed Assignee;
- 27.6.3 an agreement in a form approved by auDA, executed by the Proposed Assignee, in which the Proposed Assignee agrees to perform the obligations of the Registry Operator under this document; and
- 27.6.4 if required by auDA, a guarantee in a form approved by auDA executed by persons approved by auDA, guaranteeing the performance of the Proposed Assignee's obligations.

**28. GENERAL**

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**28.1 Amendment**

This document may only be varied or replaced by a document duly executed by the parties.

**28.2 Entire Understanding**

This document contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this document and have no effect.

**28.3 Further Assurance**

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this document.

**28.4 Legal Costs and Expenses**

Each party must pay its own legal costs and expenses in relation to the negotiation, preparation and execution of this document and other documents referred to in it, unless expressly stated otherwise.

**28.5 Waiver and Exercise of Rights**

28.5.1 A single or partial exercise or waiver of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.

28.5.2 No party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

**28.6 Time of the Essence**

Time is of the essence as regards all dates, periods of time and times specified in this document.

**28.7 Survival of Indemnities**

Each indemnity in this document is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this document.

**28.8 Enforcement of Indemnities**

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this document.

**28.9 Rule of Construction**

In the interpretation of this document, no rule of construction applies to the disadvantage of the party preparing the document on the basis that it put forward this document or any part of it.

**29. NOTICES**

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**29.1 Service of Notice**

A notice or other communication required or permitted, under this document, to be served on a person must be in writing and must be served using at least two of the following methods:

29.1.1 personally on the person;

29.1.2 by leaving it at the person's current address for service;



- 29.1.3 by posting it by prepaid post addressed to that person at the person's current postal address for service; or
- 29.1.4 by facsimile to the person's current number for service; or
- 29.1.5 by email to the person's current email address for service.

## 29.2 Particulars for Service

29.2.1 The particulars for service of auDA are:

Address: 107 Faraday Street, Carlton, VIC 3053

Facsimile number: +61 3 9349 5711

Email address: ceo@auda.org.au and to  
chair@auda.org.au

Attention: Chief Executive Officer

29.2.2 The particulars for service of Registry Operator are:

Address: [##Address1]

Postal address: [##Address2]

Facsimile number: [##Fax]

Email address: [##Email]

Attention: [##Attention]

- 29.2.3 Any party may change its particulars for service by giving notice to the other party.
- 29.2.4 If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.

## 29.3 Time of Service

A notice or other communication is deemed served:

- 29.3.1 if served personally or left at the person's address, upon service;
- 29.3.2 if posted within Australia to an Australian address, two Business Days after posting and in any other case, seven Business Days after posting;
- 29.3.3 if served by facsimile, subject to clause 29.3.5, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;
- 29.3.4 if served by email, subject to clause 29.3.5, at the time the notice or other communication comes to the attention of the addressee;

- 29.3.5 if received after 6.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

## **30. INTERPRETATION**

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### **30.1 Governing Law and Jurisdiction**

This document is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.

### **30.2 Persons**

In this document, a reference to:

- 30.2.1 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
- 30.2.2 a person includes the legal personal representatives, successors and permitted assigns of that person; and
- 30.2.3 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body.

### **30.3 Joint and Several**

If a party consists of more than one person, this document binds them jointly and each of them severally.

### **30.4 Legislation**

In this document, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

### **30.5 This Document, Clauses and Headings**

In this document:

- 30.5.1 a reference to this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- 30.5.2 a reference to a clause, schedule, appendix or annexure is a reference to a clause, schedule, appendix or annexure in or to this document all of which are deemed part of this document;
- 30.5.3 a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
- 30.5.4 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this document; and
- 30.5.5 where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

**30.6 Severance**

30.6.1 If a provision in this document is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

30.6.2 If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this document.

**30.7 Counterparts**

This document may be executed in any number of counterparts all of which taken together constitute one instrument.

**30.8 Currency**

In this document, a reference to \$ or dollars is a reference to Australian dollars.

**30.9 Business Day**

If a payment or other act is required by this document to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.

**30.10 Number and Gender**

In this document, a reference to:

30.10.1 the singular includes the plural and vice versa; and

30.10.2 a gender includes the other genders.

**30.11 Property**

In this document, a reference to any property or assets of a person includes the legal and beneficial interest of that person in those assets or property, whether as owner, lessee or lessor, licensee or licensor, trustee or beneficiary or otherwise.

**EXECUTED** by the parties

**SIGNED** for and n behalf of **.AU DOMAIN  
ADMINISTRATION LTD ACN 079 009  
340** by Chris Disspain, its Chief Executive  
Officer, in the presence of: ) .....  
)  
)  
)

..... Witness

**EXECUTED** by **[##REGISTRY  
OPERATOR]** ACN **[##ACN]** by being  
signed by those persons who are authorised to  
sign for the company: )  
)  
)  
)

..... Director

..... Full name

..... Usual address

..... Director (or Company Secretary)

..... Full name

..... Usual address



**Maddocks**

**Date**        /        /2005

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www.maddocks.com.au  
DX 259 Melbourne

## **Registry Licence Agreement (The Schedules)**

**.au Domain Administration Limited**  
ACN 079 009 340  
and

**[##Registry Operator]**  
ACN [##ACN]

Interstate office  
Sydney  
Affiliated offices  
Adelaide, Beijing, Brisbane, Colombo,  
Dubai, Hong Kong, Jakarta, Kuala Lumpur,  
Manila, Mumbai, New Delhi, Perth,  
Singapore, Tianjin

These are the Schedules referred to in, and which form part of,  
the Registry Licence Agreement dated [##Date]  
between  
.au Domain Administration Limited ACN 079 009 340 and  
[##Registry Operator] ACN [#ACN]

.....  
for and on behalf of  
**.au Domain Administration Limited**

.....  
for and on behalf of  
**[##Registry Operator]**

[##Date]

## Schedule A

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### Licence Fees

The Licence Fees for the Designated 2LDs comprise:

1. **auDA's Domain Name Fee**

A per domain name fee of \$5.50 (excluding GST) per domain name registered in the Designated 2LDs, calculated on each registration and renewal of the domain name, which auDA expects the Registry Operator to pass onto the Registrars.

This fee is payable to auDA on a monthly basis, at the end of each calendar month during the Term, in respect of domain names registered or renewed in the Designated 2LDs during that month.

2. **Registry Fees**

2.1 An initial **Registry Fee** of \$250,000.00 (excluding GST). This fee is payable to auDA on the Document Date.

2.2 An annual **Registry Fee**, calculated on the number of domain names registered in each of the Designated 2LDs on each anniversary date of the Commencement Date, at \$0.50 (excluding GST) per domain name. This fee is payable to auDA on each anniversary date of the Commencement Date, starting from the first anniversary date of the Commencement Date

## Schedule B

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### Insurance

Insurance type	Amount
Public and products liability	\$20,000,000
Business interruption	\$1,000,000
Business insurance (contents, fire, damage, perils)	\$750,000
Burglary	\$250,000
Accidental damage cover	\$250,000
Contents temporarily removed	\$20,000



## **Schedule C**

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### **Fees and Charges to Registrar**

## **Schedule D**

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### **Technical Specification**