

Registry-Registrar Agreement

Reference Schedule

Effective Date:	
Initial Term:	Five years
Designated gTLD:	.sydney
Registry Operator:	Name: State of New South Wales, Department of Premier and Cabinet Address: 52 Martin Place Farrer Place , Sydney, New South Wales , Australia, 2000 Country of Incorporation: Australia Contact: Catherine McBean Alun Probert Phone no.: +61 2 9228 3480 +61 2 9228 3454 Fax no.: +61 2 9228 5077 Email: catherine.mcbean@dpc.nsw.gov.au alun.probert@dpc.nsw.gov.au (not for formal notices)
Service Provider:	Name: AusRegistry International Pty Ltd (ACN 103 729 620) trading as ARI Registry Services Address: Level 8, 10 Queens Road, Melbourne, Victoria, Australia 3004 Phone no: +61 3 9866 3710 Fax no.: +61 3 9866 1970 Email: legal@ariservices.com (not for formal notices)
Registrar:	Name: Country of Incorporation: Address: Contact: Phone no.: Fax no.: Email: (not for formal notices)

Executed by and on behalf of the **State of New South Wales** represented by the **Department of Premier and Cabinet** by an authorised representative:

Executed by and on behalf of the **Registrar** by an authorised representative:

Signature of Representative

Signature of Representative

Name and Title of Representative (Block Letters)

Name and Title of Representative (Block Letters)

RECITALS

- A The Registry Operator has entered into a Registry Agreement with ICANN whereby the Designated gTLD has been delegated by ICANN to the Registry Operator.
- B The Registrar wishes to act, as a registrar for Domain Names within the Designated gTLD.
- C The parties agree that the Registrar will be provided with access to the Registry System in connection with the provision of Registrar Services by the Registrar within the Designated gTLD on the following terms and conditions.

manner and will apply fairly to any registrar similarly situated, including affiliates of the Registry Operator.

4.3 Maintenance of Registrations Sponsored by Registrar

Subject to the provisions of this Agreement and the Published Policies, the Registry Operator shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during such period of the Term for which Registrar has paid the fees required by clause 8.

4.4 Provision of Registry-Registrar Software

- (a) The Registry Operator shall provide to the Registrar a copy of the Registry-Registrar Software, which shall provide sufficient technical specifications to permit the Registrar to interface with the Registry System and employ the features of the Registry System that are available to registrars.
- (b) Subject to the terms and conditions of this Agreement, the Registry Operator hereby grants the Registrar and the Registrar accepts a non-exclusive, non-transferable, worldwide limited licence to use the Registry-Registrar Software for the Term to provide Registrar Services in the Designated gTLD in accordance with this Agreement only and for no other purpose.
- (c) Unless expressly allowed by the licence accompanying the Registry-Registrar Software, the Registrar must not:
 - (i) sell, lease, transfer, assign, sub-license, license or otherwise part with possession of the Registry-Registrar Software, except as expressly permitted in this Agreement; and
 - (ii) attempt to disassemble, decompile or otherwise reverse engineer any Registry-Registrar Software, except as permitted under this Agreement.
- (d) The Registry Operator may from time to time make modifications to the Registry-Registrar Software that will modify, revise or augment the features of the Registry System.

4.5 Technical and Customer Service Support

Registry Operator shall provide Registrar with technical and customer service support as set forth in Schedule 2.

4.6 Service Credits

- (a) Registry Operator will issue credits to Registrar as described in the Service Level Agreement at Schedule 4.
- (b) Registry Operator acknowledges and agrees that except as provided in clause 16, the Service Credits issued to Registrar pursuant to the Service Level Agreement shall be the Registrar's sole and exclusive remedy for any failure by Registry Operator to meet its obligations required of it by this Agreement.

4.7 ICANN Requirements

The Registrar acknowledges and agrees that the Registry Operator's obligations hereunder are subject to modification at any time as the result of ICANN-mandated requirements, modifications to the Registry Agreement and any ICANN Published Policies.

4.8 Deal with Registrars Consistently

The Registry Operator will deal with all registrars on an equitable and consistent basis, providing non-discriminatory access to Registry Services in accordance with the Registry Agreement.

4.9 Registry Operator Published Policies

- (a) The Registry Operator will ensure that the Registry Operator Published Policies will be established in a non-arbitrary manner, will be applicable to all registrars, and will be consistent with ICANN's standards, policies, procedures, and practices and the Registry Agreement.
- (b) The Registry Operator may add to, or vary, the Registry Operator Published Policies, with any such change to take effect:
 - (i) immediately upon notice, in the case of the Registry Operator being required to do so by ICANN;
 - (ii) immediately upon notice, in the case of the Registry Operator reasonably determining that there is an emergency or a material threat to the security or stability of the Registry System;
 - (iii) in the case of a material change, on the Registry Operator giving 90 days notice; and
 - (iv) otherwise on the Registry Operator giving 30 days notice.

4.10 Service Provider

The Registry Operator has appointed the Service Provider to deliver the Registry Service to the Registrar. The Registrar shall direct all inquiries, payments and communications to the Service Provider.

5. OBLIGATIONS OF REGISTRAR

5.1 Accredited Registrar

The Registrar:

- (a) before accessing the Registry System, will obtain ICANN Accreditation;
- (b) thereafter maintain ICANN Accreditation and comply with the Registrar Accreditation Agreement; and
- (c) maintain its accreditation to access the Registry System in accordance with clause 7.

5.2 Registry Operator Published Policies

- (a) The Registrar must comply with the Registry Operator Published Policies, as if they were incorporated into, and form a part of this Agreement.
- (b) The Registrar acknowledges and agrees with the requirement set out in clause 5.2(a) as an essential part of this Agreement.
- (c) In the event of any inconsistencies between the provisions of this Agreement and the Registry Operator Published Policies, then to the extent of the inconsistencies the provisions of this Agreement and the Registry Operator Published Policies will be interpreted in the following order of priority:
 - (i) ~~this Agreement; and~~
 - (i) ~~the Registry Operator Published Policies; and~~
 - (ii) ~~this Agreement.~~
- (d) Subject to clause 5.2(c), nothing in this clause 5.2 limits or otherwise affects the Registrar's obligations as otherwise provided in this Agreement.

- 5.11 **Time**
- In the event of any dispute concerning the time of the entry of a Domain Name registration into the Registry System, the time shown in the Registry System records shall prevail.
- 5.12 **Restrictions on Registered Names**
- In addition to complying with Published Policies limiting domain names that may be registered, Registrar agrees to comply with all applicable laws, statutes and regulations limiting the domain names that may be registered.

6. SPECIAL ALLOCATION

- 6.1 **Effect**
- The Registrar acknowledges that certain domain names may be subject to the Registry Operator's Special Allocation Procedure, and agrees that those domain names so affected by the Special Allocation Procedure may (subject to the TMCH Requirements and the Published Policies) remain subject to the terms of the Special Allocation Procedure even if the domain name is deleted, expires or is transferred to the Registrar at a time after initial registration of the domain name.
- 6.2 **Release**
- THE REGISTRAR ACKNOWLEDGES THAT THE REGISTRY OPERATOR HAS NO LIABILITY OF ANY KIND FOR ANY LOSS OR LIABILITY RESULTING FROM, AND INDEMNIFIES THE REGISTRY OPERATOR FOR ANY CLAIM BY A THIRD PARTY ARISING FROM, THE SPECIAL ALLOCATION PROCEDURE INCLUDING:
- (a) THE INABILITY OF A CUSTOMER TO BE ENTITLED TO REGISTER A DOMAIN; AND
 - (b) THE RESULTS OF ANY DISPUTE RESOLUTION PROCESS PRESCRIBED IN THE SPECIAL ALLOCATION PROCEDURE.

7. ACCREDITATION

- 7.1 **Requirements for Accreditation**
- (a) The Registrar acknowledges and agrees that it must meet the Accreditation Requirements in order to access the Registry System in connection with the provision of Registrar Services by the Registrar, and that entering into this Agreement does not indicate that the Registrar has met the Accreditation Requirements.
 - (b) The Registrar further acknowledges and agrees that the Registry Operator may suspend or terminate the Registrar's access to the Registry System if the Registry Operator:
 - (i) considers, in good faith, that the Registrar has not materially complied with the Registry Operator's Accreditation Requirements;
 - (ii) the Registrar at any time does not have ICANN Accreditation; or
 - (iii) is advised by ICANN that the Registrar has not complied with the ICANN Accreditation Requirements.

If the event giving rise to such a termination or suspension is not remedied by the Registrar within 30 days of written notice, the Registry Operator may terminate this Agreement pursuant to Section 15.2(a).

- 7.2 **Technical Requirements**
- The Registrar must at all times comply with the technical requirements and related technical criteria determined by the Registry Operator:
- (a) to ensure that the Registrar's system can properly interface with the Registry System for the processing of Registry Data using the Registry-Registrar Software and other such tools provided to the Registrar by the Registry Operator and to otherwise employ the features of the Registry System that are available to registrars; and
 - (b) such other requirements set out in the Registry Operator Published Policies.

8. FEES

- 8.1 **Amount of Registry Operator Fees**
- (a) The Fees payable by the Registrar will be those calculated in accordance with the Registry Operator's Price List.
 - (b) The Registrar must also pay to the Registry Operator any fee that the Registry Operator is entitled to collect under the Registry Agreement.
 - (c) The Registry Operator will issue to the Registrar an invoice for amounts due under this clause 8.1 on a monthly basis.
 - (d) Unless otherwise agreed in writing, the Registrar will pay all amounts due to the Registry Operator under this clause 8.1 within 14 days of the date of the Registry Operator's invoice.
 - (e) The Registry Operator reserves the right to revise the Fees by issuing a revised Price List from time to time, provided that such revisions are consistent with clause 2.10 of the Registry Agreement. Subject to the foregoing, the Fees may be revised by the Registry Operator in its sole discretion provided that any increase in the Fees shall be no more than 10% of then current Fee, and that increases in Fees shall not occur more than one time per calendar year.
- ~~(f) Notwithstanding anything herein, the parties agree that un-registered Premium Names fees may be amended by the Registry Operator at any time.~~

- 8.2 **Credit limit**
- (a) Unless otherwise agreed in writing the Registry Operator may from time to time determine a Credit Limit in accordance this clause 8.2 that the Registrar must not exceed.
 - (b) The Credit Limit will be determined by the Registry Operator having regard to reasonable commercial ~~bases~~ basis to determine credit risk, including but not limited to the value of gross revenue derived by the Registrar in the 12 months prior to the Credit Limit being established. For the purpose of clause 4.8, the Registrar acknowledges that the amount prescribed as the Credit Limit may differ between registrars, provided that the Registry Operator applies the basis for assessment of credit risk in a non-discriminatory manner.
 - (c) The Credit Limit may be set or varied at any time by the Registry Operator, provided that:
 - (i) the initial setting of the Credit Limit; or
 - (ii) the tightening of the Credit Limit at any time,