



INTERNET ASSOCIATION OF AUSTRALIA LTD
ABN 71 817 988 968
ACN 168 405 098
PO Box 8700
Perth Business Centre WA 6849
Phone: 1300 653 132

IAA Master Service Agreement

Last updated on 25 August 2026

Deleted: 27 May 2024

This Master Service Agreement (**Agreement**) is entered into by and between you and us, as of the Effective Date.

IMPORTANT INFORMATION

IAA is happy to consider any reasonable amendments that you wish to make to the Terms and Conditions before entering into this Agreement with you. Please contact us if you have any such amendments.

By entering into this Agreement, you agree that the provisions including, but not limited to auto-renewal of Orders, and IAA's right to vary the Terms and Conditions of the Agreement are not unfair, and reflect IAA's reasonable attempt to protect our legitimate interests.

You also acknowledge that you have read and understood, and have had a reasonable opportunity to negotiate all provisions in this Agreement.

Terms and Conditions

1. Agreement

- 1.1. This Agreement comprises;
 - (a) the terms and conditions of this Agreement (**Terms and Conditions**); and
 - (b) any applicable Order (including any Service Schedule, addendums or annexures attached to an Order by us).
- 1.2. If there is any inconsistency between any of the documents listed in subclauses 1.1(a) to 1.1(b), the document listed first shall prevail, unless any Order or Service Schedule expressly states that it overrides this Agreement, or any part of the Agreement.
- 1.3. Any terms and conditions that you attach to or include in an Order are null and void and do not comprise part of any Agreement, unless otherwise agreed by us in writing.

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2. How to place an Order for IAA Member Services

- 2.1. You may only submit Orders to us for IAA Member Services if you are a Corporate Member or Affiliate Member. If you are not a Corporate Member or Affiliate Member, any Orders that you submit to us are null and void.
- 2.2. Unless otherwise agreed by us, you may only submit Orders to us via the IAA Member Portal.
- 2.3. We have no obligation to supply any services under an Agreement other than as expressly required by the applicable Order.
- 2.4. By submitting an Order, you are making a binding offer to acquire the IAA Member Services set out in the Order on the Terms and Conditions set out in this Agreement, which we may accept at our discretion.

3. Commencement, Term, and Renewal

- 3.1. Each Agreement will commence on the Effective Date and shall continue until either party terminates the Agreement on thirty (30) days prior written notice to the other Party (**Term**).
- 3.2. Unless an Order is subject to a Minimum Term or is otherwise specified in an Order or Service Schedule, the term of each Order will be for 30 days (**Order Term**).
- 3.3. Unless otherwise specified in an Order or Service Schedule, upon expiry of the initial Order Term, the Order will automatically renew continuously and indefinitely for 30-day periods (each, a **Rolling Term**) until you or we terminate

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	the Order, or Agreement in accordance with clause 18. <u>3.4.</u> The expiry or termination of any Order in accordance with clause 3.3 shall not affect a Party's rights and obligations under the remainder of the Agreement, including with respect to any other Order. 3.5. <u>Orders subject to a Minimum Term will be for the term set out in the applicable Order or Service Schedule.</u>
4. IAA Member Portal	4.1. We hereby grant you, while you are a Corporate Member or Affiliate Member, a limited licence, exercisable by your Representatives, to access and use the IAA Member Portal for the purpose of ordering, viewing, upgrading, downgrading and configuring IAA Member Services. 4.2. The IAA Member Portal may go offline from time to time for scheduled and unscheduled maintenance and otherwise for reasons outside of our control. We may also suspend its operation or any part of it, during any end of year moratorium period specified by us. 4.3. You must not permit any person to access your IAA Member Portal account who is not your Representative and you must notify us promptly upon becoming aware of any unauthorised use of your account.
5. Supply of Ordered IAA Member Services	5.1. We will supply, and/or procure the supply of, each IAA Member Service specified in an Order (each an Ordered IAA Member Service) to you, materially in accordance with any Specifications. 5.2. You must provide all necessary: (a) cooperation, permissions, authorisations, assistance and consents (including all relevant End User and other consents and authorisations); and (b) access to such information, Your Equipment, Personnel, End Users, servers, networks, data, content, facilities, documentation, records, resources, equipment and premises, as reasonably required by us to supply and/or procure the supply of Ordered IAA Member Services to you. Support and maintenance are not within the scope of the Agreement unless the applicable Order clearly states that they will be provided. 5.3. Except to the extent that we are unable to exclude such liability under Applicable Law or expressly provided otherwise in an Order, we are not liable for any of the following: (a) the content, security or communications that you receive, access or rely upon when using Ordered IAA Member Services; (b) ensuring that any data sent or received over any Ordered IAA Member Service is sent or received correctly; (c) loss of data or for delays, non-deliveries or mis-deliveries of data; (d) ensuring that Your Equipment is compatible or interoperable with Ordered IAA Member Services; and/or (e) acts and omissions of your Personnel and End Users. 5.4. With respect to any proposed installation, Provisioning, ready for service, commencement, supply or start dates specified in an Order: (a) time is not of the essence and such dates are estimates only; (b) where we are unable to arrange for the supply of Ordered IAA Member Services by any agreed or estimated installation, Provisioning, ready for service, commencement or start date specified in an Order for any reason, you are not required to pay any Fees for the relevant Ordered IAA Member Services until we (or a Third Party Provider on our behalf) confirm that the Ordered IAA Member Services are available to you;

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	(c) if there is any delay in the installation or Provisioning of any Ordered IAA Member Service beyond the applicable date specified in the Order, of more than thirty (30) days, either you or we may terminate the Agreement at any time by written notice to the other party, prior the installation or Provisioning (as applicable) being completed; and (d) you agree that we may engage a Third Party Provider to carry out any works as required by us on our behalf for our supply of any Ordered IAA Member Service to you.
6. Allocated Port	6.1. Where included in an Order, we will use our reasonable endeavours to ensure that each Allocated Port specified in the Order is capable of being used for peering by you from the date your Ordered IAA Member Service is to commence, at the IAA PoP on either a multilateral or bilateral basis as specified in the Order. 6.2. As between you and us, you are solely responsible for procuring everything required for you to peer via an Allocated Port, including: (a) permissions, approvals, authorisations, consents and access required from each other Corporate Member that you wish to peer with; (b) arranging your connectivity to the IAA PoP; (c) complying with our rules in respect of the IAA PoP, including rules for advertising local routes; (d) Your Equipment, including network equipment and any maintenance thereof; (e) network connectivity (including where applicable, by presenting your 'AS number' to the IAA PoP); (f) cross-connects; (g) maintaining the secrecy and confidentiality of all identification, log-in or other security information (as applicable) required by you to access the Peering Services; (h) configuration of network equipment; (i) access to the Data Centre (where applicable); (j) permission required from the Data Centre to locate any of Your Equipment at the Data Centre; and (k) compliance with the requirements of the Data Centre and Applicable Law, in each case, at your sole cost and expense. 6.3. You agree and acknowledge that an Allocated Port is not your property, remains our property, and you have no rights to an Allocated Port other than the right to use the Allocated Port during the Term. 6.4. If you become aware of any fault in an Allocated Port you must promptly notify us using our contact details specified on our website at www.internet.asn.au. 6.5. We will investigate faults in Allocated Ports as soon as reasonably practicable and with all reasonable due care and skill. 6.6. You must ensure that faults in Allocated Ports are not caused by Your Equipment or your breach of a Services Agreement (each, an Avoidable Peering Fault). 6.7. We reserve the right to charge a fee, calculated on a time and materials basis at our then-standard rates, for investigating any fault in an Allocated Port that is an Avoidable Peering Fault. 6.8. You agree that we and/or our Third Party Providers may carry out maintenance of any Allocated Port at any time. We will give you at least seven (7) days prior written notice (in the case of scheduled maintenance) or no notice (in the case of unscheduled or emergency maintenance). During maintenance of an Allocated Port, you agree and understand that the Allocated Port will be unavailable.

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	6.9. If you wish to upgrade or downgrade an Allocated Port, you must terminate the applicable Order in accordance with clause 18.5, and make a new Order for the appropriate port.
7. Performance and availability of Ordered IAA Member Services	7.1. We warrant that all Ordered IAA Member Services will perform materially in accordance with the Specifications. 7.2. We do not warrant that Ordered IAA Member Services will be: (a) secure, uninterrupted or error-free, free from fault or external intrusion; or (b) suitable for or will meet your requirements, unless such warranties are expressly set out in an Order or cannot be excluded from the Agreement under Applicable Law. 7.3. If there are service levels specified in an Order (Service Levels), we will use our best endeavours to ensure that the applicable Ordered IAA Member Services comply with those Service Levels. 7.4. We may vary Ordered IAA Member Services at any time or from time to time, provided that the variation does not have any material adverse effect on the Ordered IAA Member Services. We will not otherwise vary Ordered IAA Member Services without your consent. 7.5. You understand and agree that we will impose an embargo period each year by providing you with at least 30 days' notice for the end-of-year embargo period, or less if reasonable in the circumstances, during which time we will not action any changes to any new or existing Orders.
8. Your Equipment and Our Equipment	8.1. This Agreement does not transfer or assign title to Your Equipment to us. 8.2. This Agreement does not transfer or assign title to Our Equipment to you. 8.3. You must not, except as authorised in writing by us, grant or permit the grant or existence of any Security Interest in Our Equipment. 8.4. You must promptly notify us if any of Your Equipment in our possession or control becomes subject to any Security Interest or Purchase Money Security Interest (as defined in the PPSA). You must indemnify us from and against all and any loss and damage incurred by us as a result of any such Security Interest, the repossession of Your Equipment and/or any other action taken by any person in respect of Your Equipment that is a secured party.
9. Your Data	9.1 Data in any form entered into, uploaded into or generated from Ordered IAA Member Services or the IAA Member Portal about you (Your Data) is, as between you and us, owned by you and the Agreement does not transfer any IPR in Your Data to us. 9.2 We will comply with all applicable data protection and privacy laws in respect of Your Data and not use <u>or disclose</u> Your Data other than to: (a) perform our obligations under the Agreement; and (b) comply with Applicable Law. 9.3 You must ensure that: (a) you have obtained all necessary consents, authorisations, licences and rights necessary for us, our Personnel and our Third Party Providers to lawfully collect, hold, process and disclose Your Data to supply and/or provision Ordered IAA Member Services; (b) the collection, use, disclosure and processing of Your Data by us, our Personnel and Third Party Providers in accordance with the Agreement does not, and will not, breach any Applicable Law or any person's rights; (c) you handle all notifiable data breach obligations in accordance with Applicable Law in respect of Your Data, including in respect of any Personal Information that is jointly held by you and us; and (d) you warrant that Your Data is correct, accurate, up-to-date, reliable and

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	relevant, and you will update us upon becoming aware that Your Data is not or no longer correct, accurate,, up-to-date, reliable and/or relevant. 9.4 Your Data may be hosted on infrastructure owned by us or our Third Party Providers, on hardware or infrastructure located in or outside Australia, where specified in an Order. You consent to our disclosure of Your Data to our Personnel, including those located outside of Australia, who we outsource Ordered IAA Member Services to, in whole or in part, for such purposes. If you revoke such consent we may terminate the Order or Agreement.
10. Identifiers	10.1 You agree and acknowledge that in order for us to supply an Ordered IAA Member Service, we may need to allocate to you one or more identifiers, such as an IP address (Identifiers). 10.2 You agree and acknowledge that any Identifiers: (a) are not your property; (b) as between you and us, remain our property at all times; and (c) may be foregone, reallocated or reassigned by us to comply with any applicable rule or other requirement of any relevant government entity, regulator or authority, including the Australian Communications and Media Authority. 10.3 We grant you a non-transferable licence to use Identifiers that we allocate to you, but only during the Term and solely for the purpose of receiving Ordered IAA Member Services. You must not use any Identifier other than strictly in accordance with the licence granted pursuant to this clause. 10.4 An Ordered IAA Member Service does not include the provision of any Identifiers unless expressly specified in the relevant Order.
11. Our Intellectual Property Rights	11.1 As between you and us, we own all IPR in: (a) the IAA Member Portal; (b) any Ordered IAA Member Services (including in any related software, databases and Documentation that are incorporated into, supplied or used, by us in connection with our supply to you of Ordered IAA Member Services); and (c) all Output (except to the extent that it comprises Your Data) made available in or via Ordered IAA Member Services, (collectively, Our IPR). 11.2 As between you and us, you own all IPR in Your Data (Your IPR). 11.3 You hereby grant to us, our Personnel and our Third Party Providers a non-exclusive, irrevocable and royalty-free licence to use Your Data as necessary during the Term: (a) to perform our obligations under the Agreement; and (b) to comply with Applicable Law. 11.4 We hereby grant to you a non-exclusive, irrevocable and royalty-free licence to use Our IPR that we supply to you, but only in the form that we supply it to you in and solely for the purpose of accessing the IAA Member Portal and receiving Ordered IAA Member Services. 11.5 Each party must not represent that it owns any of the other party's IPR. 11.6 Each party must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute, the other party's IPR and must not do or authorise the commission of any act that would or might invalidate or be inconsistent with the other party's (or its licensors') ownership of its IPR. 11.7 You hereby assign to us all IPR in all suggestions or requests for new IAA Member Portal features and IAA Member Services features, that you and/or your

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	Personnel may disclose to us (each, an Improvement Suggestion). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective when you or your officers or employees disclose the Improvement Suggestion to us including under section 197 of the Copyright Act 1968 (Cth) and in equity.
12. Confidentiality	12.1 Each party may receive information from the other party (disclosing party) during the Term that is marked as confidential or that has the quality of confidential information under Applicable Law (Confidential Information). 12.2 The party who receives Confidential Information from the disclosing party (receiving party) may not, at any time without the disclosing party's prior written consent, use and/or disclose any Confidential Information, other than to exercise its rights and perform its obligations under the Agreement or to comply with Applicable Law. 12.3 Where we are required to do so under any contract with any supplier, we may disclose your Confidential Information to the supplier, where the supplier provides us with services that we use to provide any Ordered IAA Member Services. 12.4 Confidential Information excludes information: (a) that is independently developed, obtained or known by the receiving party, without breaching any obligation of confidence to the disclosing party; (b) that the receiving party can prove was already known to it at the time it received the information from the disclosing party; (c) that is in the public domain, except where due to a breach of the Agreement or any breach of any obligation of confidence or Applicable Law; or (d) that the receiving party must disclose under the rules of any stock exchange on which it or its holding company is listed.
13. Acceptable Use Policy	13.1 You must ensure that any person who accesses and/or uses any Ordered IAA Member Services (each, an End User): (a) complies with all applicable Documentation, Applicable Law, our Security Policies and other policies, and our reasonable directions in the course of such access and/or use; (b) does not infringe or permit any person to infringe any of our, or our licensors', IPR; (c) provides us with access to Your Data, Personnel, Your Equipment and/or any cooperation or assistance as necessary for us to carry out our duties under the Agreement; (d) immediately notifies us of any unauthorised or suspected unauthorised use or disclosure of any access credentials for Ordered IAA Member Services; and (e) uses reasonable and appropriate security measures and precautions when using any Ordered IAA Member Services. 13.2 You must: (a) not assist, incite or encourage any person to breach our Acceptable Use Policy; (b) notify us if the security of any of Your Equipment is compromised, hacked or used to carry out any network attack, denial of service attack or similar; (c) ensure that Your Equipment is suitable and maintained in a manner suitable for the use of any Ordered IAA Member Services and complies with any Specifications and applicable Documentation;

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	(d) not do anything that interferes with or prevents the proper functioning of any Ordered IAA Member Services; (e) take responsibility for all End Users, including but not limited to keeping a record of all End Users, ensuring the competency of End Users, and taking appropriate action to remedy any breach of our Acceptable Use Policy by your End User, including removal of that End User's access to any Ordered IAA Member Services. 13.3 The availability of any Ordered IAA Member Services will be subject to any bandwidth limitations, internet and network downtime and congestion, database size limitations, throughput limitations and other technical and non-technical limitations or restrictions as set out in the Specifications and/or Documentation. 13.4 You must not, and must not permit any person to, use any Ordered IAA Member Services: (a) to copy, alter, modify, tamper with, create derivative works from, reproduce, resell, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance any Ordered IAA Member Services or any trade marks, any patent or copyright notices, or any confidentiality legend, notice or other means of identification, used on or in relation to any Ordered IAA Member Services; (b) in any manner that breaches Applicable Law, our Security Policies or any other relevant policies, or violates all or any legal rights of any person in any jurisdiction; (c) to license, sublicense, resell, assign, novate, transfer, distribute, or provide others with access to, any Ordered IAA Member Services; (d) to store, transmit, distribute or introduce malicious programs into our systems, network or servers (e.g., viruses, worms, trojan horses, e-mail bombs); (e) to carry out security breaches or disruptions of network communication (security breaches include accessing data of which you are not an intended recipient, logging into a server or account that you are not expressly authorised to access, corrupting any data, denial of service and forged routing information for malicious purposes); or (f) to circumvent user authentication or security of any of our hosts, networks or accounts or those of our customers or Third Party Providers.
14. Fees	14.1 You must pay all Fees to us as per the due date specified on the invoice, or if not specified, within thirty (30) days from the date of the invoice (Payment Terms), unless otherwise agreed in writing. 14.2 Except as agreed in writing, all invoices will be sent via email to an address nominated by you. 14.3 Fees and applicable billing periods will be specified on the Order or in the Portal. 14.4 We may determine and vary the billing and invoicing period, from time to time, with at least thirty (30) days written notice. The varied billing and invoicing period will apply to all IAA Member Services unless otherwise agreed in writing, including those already in progress from the effective date of the variation. 14.5 From time to time, we may provide you with any discount, trial or promotion, at our sole discretion (Discount). We have the right to cancel or change any Discount, at our sole discretion. Our provision of the Ordered IAA Member Services under a Discount, does not affect any of your or our rights or obligations under this Agreement. 14.6 You will be provided with a 7-day grace period for each new Order for an

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	Allocated Port, during which time we will not charge you for the provision of the Allocated Port. 14.7 The Fees are exclusive of all taxes such as GST and you agree to pay all such taxes to us, in respect of any supply (as that term is defined in the GST Law) made for the purposes of the Agreement. You must pay all such taxes at the same time as the Fees in accordance with the Payment Terms. 14.8 Without limiting any other rights or remedies available to us or you, if you fail to pay the Fees in accordance with the Payment Terms, we may suspend our obligations under the Agreement with respect to an Order and your access to Ordered IAA Member Services. 14.9 Without limiting any other rights or remedies available to us or you, if you fail to pay the Fees in accordance with the Payment Terms and do not remedy such failure within seven (7) days notice from us requiring that you remedy it (disconnection notice), we may terminate and/or suspend all applicable Orders and/or the Agreement, and/or engage a third party to pursue collection of any unpaid Fees and you will be liable for all our reasonable costs for recovery. 14.10 You may appeal against a disconnection notice within seven (7) days in writing on the grounds of financial hardship. It is up to our sole discretion whether we accept your appeal. Should we accept your appeal, we will provide you with alternative payment terms. 14.11 Your reconnection following the suspension of any Orders and/or Agreement, may be subject to a reconnection fee, which you must pay according to the Payment Terms, <u>unless otherwise agreed in writing.</u> <u>14.12 We may vary the Fees:</u> (a) <u>by an amount reflecting the</u> percentage increase in the Consumer Price Index (<i>All groups weighted average of 8 capital cities</i>) for the preceding twelve (12) months or by 5%, whichever is greater, <u>no more than once in any twelve (12) month period during the Term by providing written notice of thirty (30) days; or</u> (b) <u>where reasonably required following a periodic review of the cost base of the Services, with any Fee variation to be reasonably proportionate to the outcome of that review. If the variation will result in an increase in Fees:</u> (i) <u>at least thirty (30) days' written notice will be provided;</u> (ii) <u>the increased Fees will only take effect from the commencement of the next Rolling Term of the relevant Order;</u> (iii) <u>Orders subject to a Minimum Term will not be affected during the Minimum Term, and the increased Fees will only apply from the commencement of the Rolling Term or a new Order subject to a Minimum Term.</u> 14.13 We may choose to credit manage you if you receive more than 3 disconnection notices in any 6-month period. We will provide you with written notice should we choose to credit manage you. Under credit management, you will be required to pay a bond <u>equal to the total amount of the invoice issued to you in the following month.</u>
15. Liability and Indemnities	15.1 Except to the extent such loss cannot be excluded from the Agreement under non-excludable Applicable Law, neither party is liable to the other party for any loss of profits, loss of business opportunity, loss of revenue (other than caused by your failure to pay the Fees or ETFs under clause 18.3) or loss of savings, or for any other special, consequential or indirect loss or damage, whether arising in contract, tort (including negligence) or otherwise, and whether the loss or

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	damage was foreseeable or not. 15.2 Where liability for breach of any guarantees under the ACL or similar state or territory law can be limited, our liability arising from any breach of those guarantees (if any) is limited, at our option: (i) with respect to the provision of goods, to the replacement or repair of the goods or the cost of resupply or replacement of the goods; and/or (ii) with respect to services, to the supply of the services again or the cost of re-supplying the services again. 15.3 Other than any Non-Excludable Guarantees under the ACL (if any) or non-excludable guarantees implied into the Agreement under similar state or territory law, all conditions, warranties and guarantees that would be implied in the Agreement are hereby excluded from the Agreement. 15.4 We are not liable for any damages to Your Equipment that arises as a result of your improper use of the IAA Member Portal, including in a manner that is inconsistent with our Documentation. 15.5 A party is not liable for any failure to perform the Agreement caused by the other party, its affiliates or its/their Personnel and a party (in this clause 15.5, the first party)'s liability is capped to the extent the other party contributed to the loss or event giving rise to the first party's liability. <u>15.6</u> To the extent that such loss cannot be excluded from the Agreement under non-excludable Applicable Law or as otherwise specified in an Order, a party (in this clause 15.6, the first party)'s aggregate liability for loss or damage that the other party may incur due to the first party's breach of the Agreement, that is not otherwise excluded by the terms and conditions of the Agreement, is capped at an amount equivalent to: (a) <u>in relation to an Order subject to a Rolling Term</u>, 12 months' Fees paid or payable under the Agreement; (b) <u>in relation to an Order subject to a Minimum Term</u>, the total contract value payable for the Minimum Term. <u>15.1. You agree to defend, indemnify, indemnify and hold harmless, Us, our officers, employees and representatives from and against any and all third-party claims, damages, losses, liabilities, costs and expenses (including reasonable legal fees) arising out of or related to:</u> (a) <u>any material breach of the MSA and Specifications; and</u> (b) <u>any wilful, unlawful or grossly negligent act or omission by You, or your officers, employees and representatives in relation to your use of the IAA Member Services.</u> <u>15.2. An indemnifying party's indemnities in favour of the indemnified party are reduced to the extent that the allegations giving rise to the indemnity is directly contributed to by any negligent act or omission by the indemnified party.</u> 15.3. <u>Any indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the allegation or claim and cooperate reasonably with the indemnifying party to resolve the allegation or claim.</u>
16. Force Majeure Event	16.1 A party is not liable for any failure to perform its obligations under the Agreement if such failure was caused by a Force Majeure Event. If a Force Majeure Event that prevents a party from performing any of its obligations under the Agreement continues for forty-five (45) consecutive days, either party may terminate the Agreement by written notice to the other party while the Force Majeure Event continues.
17. Insurance	17.1 We will, at our own cost and expense, obtain and maintain during the <u>Term</u>, the following: (a) workers compensation insurance covering liability for our employees;

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	(b) public liability insurance in the sum of twenty million dollars (\$20,000,000); and (c) cyber liability insurance in the amount of at least <u>one</u> million dollars (\$<u>1,000,000</u>). 17.2 You must, at your own cost and expense, obtain and maintain during the <u>Term</u>, <u>public liability insurance in the sum of twenty million dollars (\$20,000,000) and</u> cyber liability insurance in the amount of at least <u>one</u> million dollars (\$<u>1,000,000</u>).
18. Termination	18.1 A party may terminate the Agreement by written notice to the other party if the other party (the defaulting party) commits a breach of the Agreement: (a) that is not remediable; or (b) that is remediable and the defaulting party fails to remedy the breach within fourteen (14) days of receiving written notice from the other party requiring the defaulting party to remedy the breach. 18.2 We may <u>suspend or</u> terminate <u>an Order or</u> the Agreement if you: (a) repeatedly infringe our Acceptable Use Policy or any Security Policy; or (b) commit a material breach of our Acceptable Use Policy or any Security Policy. (c) fail to pay an overdue invoice, or make a financial hardship appeal within seven (7) days of receiving a disconnection notice. 18.3 We may <u>suspend or</u> terminate an Order, or the Agreement as applicable if a Third Party Provider ceases to provide services that we require to comply with our obligations to supply Ordered IAA Member Services to you under the Agreement. 18.4 Either party may terminate the Agreement by written notice to the other party if the other party suffers an Insolvency Event, except where such termination would contravene the Corporations Act 2001 (Cth). <u>18.5 Except for Orders subject to a Minimum Term, or otherwise specified in an Order or Service Schedule:</u> (a) <u>you</u> may terminate <u>an</u> Order for any reason, including to upgrade or downgrade an applicable Allocated Port, at any time with 30 days notice; <u>and</u> (b) <u>upon</u> termination of <u>the</u> Order <u>due to an upgrade or downgrade</u>, any Fees paid in advance will be returned to you by a refund or credit note (as applicable in the circumstances) on a prorated basis, on the next Billing Date. 18.2. If the Agreement is terminated for any reason, each party shall, at the other party's option, promptly return to the other party or destroy all copies of the other party's Confidential Information in its possession or control. <u>18.3. If an Order is terminated prior to the expiry of the Minimum Term, whether:</u> (a) by us under clause <u>18.1 or</u> 18.2 of this Agreement; <u>or</u> (b) by us due to your repudiation of the Agreement; <u>or</u> (c) by you <u>other than as a result of our material breach</u>, <u>you must</u> pay any early termination fees specified in <u>the</u> applicable <u>Order or Service Schedule</u> (collectively, the ETFs). 18.4. By entering into the Agreement, you acknowledge that the ETFs are a reasonable estimate of the loss that we will suffer due to an early termination of the Agreement <u>including but not limited to unrecovered provisioning and third-party commitment costs</u>. If ETFs are payable, we will issue a tax invoice to you in respect of the ETFs and you must pay that invoice <u>as per the Payment Terms</u>. 18.5. <u>Termination of the Agreement will terminate all Orders under the Agreement, and</u> we will have no further obligation to supply the relevant Ordered IAA

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	Member Services, unless otherwise agreed <u>in writing</u> by the parties. <u>Termination of an individual Order will not affect any other Orders. Termination does not affect any payment obligations accrued prior to termination.</u> 18.6. Termination of this Agreement does not affect any accrued rights of either party and any rights or obligations that, by their nature, survive termination shall so survive, including any provision dealing with confidentiality, IPR, liability, dispute resolution and jurisdiction.
19. Notices	19.1 All notices under this Agreement shall be in writing, sent by hand delivery, post, email or if applicable in the circumstances, via the IAA Member Portal. 19.2 Any notice issued by hand shall be deemed delivered upon delivery. 19.3 Any notice sent by post shall be deemed delivered three (3) Business Days after posting if posted from Australia to another location in Australia, or ten (10) Business Days after posting in all other circumstances. 19.4 Any notice issued via email shall be deemed to be delivered upon the email being sent, provided that if an email is sent out of Business Hours, it shall be deemed to be delivered at 9am on the next Business Day. 19.5 Any party may change its address for notice hereunder by giving written notice to the other party in accordance with this clause 19.
20. Dispute Resolution	20.1 A party seeking to resolve a dispute arising out of or in connection with the Agreement or an IAA Member Service (Dispute) must notify the existence of the Dispute to the other party in writing, specifying the nature of the dispute (Notice of Dispute). 20.2 Upon receipt of a Notice of Dispute, each party must refer resolution of the Dispute to their senior executive (or nominees). The senior executives (or their nominees) must meet in person or by audio visual means within ten (10) Business Days from the date of the Notice of Dispute to discuss the Dispute on a confidential without prejudice basis. If the Dispute has not been resolved within twenty (20) Business Days from the date of the Notice of Dispute, then each party will be entitled to pursue such course of action as it determines. 20.3 Nothing in this clause shall limit either party's right to seek urgent interlocutory relief from any court of competent jurisdiction at any time.
21. Changes to the Agreement	21.1 We may change these Terms and Conditions at any time and from time to time. We will provide you with a copy of the modified Terms and Conditions (Modified Terms) or upload the Modified Terms to the IAA Member Portal so that you are given the opportunity to review the Modified Terms, and you may: (a) approve the Modified Terms; or (b) negotiate changes to any of the Modified Terms that will have a materially adverse impact on you. 21.2 You shall not unreasonably withhold or delay your approval of the Modified Terms that will not adversely affect you or your receipt of the Ordered IAA Member Services. 21.3 If you do not accept the Modified Terms, we will promptly enter negotiations with you to negotiate any modification to the Terms and Conditions. During the time of the negotiation, you will not be able to make any new Orders. 21.4 Any other changes to the Agreement must be made in writing, and a provision of or a right under this Agreement may not be waived or varied except in writing. 21.5 For the avoidance of any doubt, variation to the IAA Member Services in accordance with <u>7.4</u>, or any increase to the Fees in accordance with clause <u>14.12</u>, or is not considered a change to the Agreement for the purposes of, nor subject to this clause 21.
22. General	22.1 A party may not assign its rights or novate its obligations under this Agreement

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Termination of the Agreement will terminate all Orders under the Agreement,

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	without the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed). 22.2 If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain enforceable. 22.3 The relationship between you and us is non-exclusive and nothing in this Agreement will: (a) prevent us from supplying any goods or services to any third party in our absolute discretion; or (b) prevent you from engaging any third party to provide you with any goods or services in your absolute discretion. 22.4 Nothing contained in this Agreement creates any relationship of partnership, employment, joint venture or agency between you and us. 22.5 This Agreement is the entire agreement between you and us about its subject matter and supersedes all other proposals, arrangements, representations or agreements between you and us about its subject matter. 22.6 Each Agreement is governed by the laws in force in New South Wales. You and we submit to the exclusive jurisdiction of the courts located in New South Wales and the courts of appeal from them in relation to any proceedings and disputes concerning an Agreement. 22.7 The parties agree that this Agreement may be executed via electronic execution, including via the IAA Member Portal.
23. Definitions and Interpretation	23.1 In this Agreement, words in bold font in parentheses have the meanings given to them in the Agreement. In addition, the following words have the following meanings: Acceptable Use Policy means clause 13 of this Agreement. ACL means Schedule 2 to the <i>Competition and Consumer Act 2010</i> (Cth). Allocated Port means a network port specified in an applicable Order. Applicable Law means any legislation, rule of the general law, including common law and equity, judicial order or consent or requisition from, by or with any governmental agency in any applicable jurisdiction. Business Day means any day from Monday to Friday excluding public holidays in New South Wales. Business Hours means 9:00am – 5:00pm on Business Days. Corporate Member has the meaning given in rule 3.1(b)(i) of the IAA Constitution. Data Centre means the data centre specified in an applicable Order. Documentation means any user manuals, notes, technical instructions and documentation provided by us in respect of IAA Member Services, including via the IAA Member Portal. Effective Date means: (a) where no master service agreement exists between the parties, the last date this Agreement is executed by both parties or; (b) where there is a master service agreement in place between the parties, the date that agreement came into place. End User has the meaning given to it in clause 13.1. Execution Date: the last date this Agreement is executed by both parties. Fees means any fees and charges specified in an Order. Force Majeure Event means war, industrial action, government action, natural disaster, flood, labour disturbance, pandemic or other circumstances beyond a party's reasonable control. GST and GST Law have the meaning given by the <i>A New Tax System (Goods and</i>

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	<i>Services Tax) Act 1999 (Cth)).</i> LACP means the Link Aggregation Control Protocol. IAA Constitution means our company constitution available here. IAA Member Portal means our member portal accessible here. IAA Member Services means provision of an Allocated Port, Peering Services, Virtual Peering Services, Transit Services and Virtual Lease Line Services, and any other services that we may offer from time to time. IAA PoP means our point of presence specified in an applicable Order. Insolvency Event means, in respect of a party: (a) the party ceases to carry on business, is unable to pay its debts as and when they fall due, or is deemed to be insolvent or bankrupt; (b) a receiver or a liquidator or provisional liquidator or an administrator is appointed to the party, or an application (including voluntary application filed by that party) is lodged or an order is made or a resolution is passed for the winding up (whether voluntary or compulsory) or reduction of capital of that party; (c) where the party is a partnership, the partnership is dissolved or an application is made for its dissolution; (d) the party suspends payment of its debts to the other party or a third party, or the party takes the benefit of any law for the relief of insolvent debtors; or (e) anything analogous or having a substantially similar effect to any of the events described in (a) through (d) above occurs under the law of any applicable jurisdiction. IPR means all copyright, trademark rights, patent rights, and design rights, whether registered or unregistered, and all other rights to intellectual property as defined under Article 2 of the Convention Establishing the World Intellectual Property Organisation, and all rights to enforce any of the foregoing rights. Membership means membership of Internet Association of Australia Limited in accordance with the IAA Constitution. Minimum Term means the minimum period for which you contract to acquire an IAA Member Service, as set out in the relevant Order or Service Schedule. MRC means monthly recurring charge. Non-Excludable Guarantee means a non-excludable guarantee implied in this Agreement under the ACL. NRC means non-recurring charge. Order means an order for IAA Member Services issued to us by one of your Representatives via the IAA Member Portal in a form and using functionality in the IAA Member Portal, or in another form approved by us. Ordered IAA Member Service has the meaning given in clause 5.1. Our Equipment means any equipment, systems, software, networks, servers, hardware, cabling, ports, switches or other ancillary equipment or tools owned or operated by us. Output means any reports and other output generated by any Ordered IAA Member Services. Personal Information has the meaning given to it in the <i>Privacy Act 1988</i> (Cth). Personnel means a party's employees, agents, officers and subcontractors. We are not your Personnel and you are not our Personnel for the purposes of this definition. PPSA means <i>Personal Property Securities Act 2009</i> (Cth) as amended from time to time and any regulations thereunder. Provisioning in respect of any Ordered IAA Member Service, means setup, installing and/or making the Ordered IAA Member Service available for use by End Users in accordance with the Specifications.
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	Representatives means your Personnel who access the IAA Member Portal on your behalf. Security Interest has the meaning given to it in the PPSA. Security Policy means any policy instituted by us from time to time with respect to the security of IAA Member Services, including any rules and procedures that we, our licensors or landlords may institute with respect to the use of any relevant data centre and/or any IAA Member Services. All our current Security Policies are available to Members via the IAA Members Portal. Specifications means the technical, functional and non-functional specifications for Ordered IAA Member Services, as set out in, referred to from, or attached by us to, an Order or displayed on our website. Term means the term of the Agreement determined pursuant to clause 3. Third Party Provider means any of our third party suppliers, subcontractors or providers who provide any goods or services that we rely on, supply or resupply as part of Ordered IAA Member Services. You and your means the party entering into the Agreement with us as set out on the execution page. Your Equipment means any systems, software, networks, servers, equipment, hardware, cabling, ports, switches and/or other ancillary equipment or tools owned or operated by you or on your behalf, other than Our Equipment. For the avoidance of doubt, Our Equipment is not Your Equipment. We, our and us means the Internet Association of Australia Ltd. 23.2 Unless the context requires otherwise: (a) a reference to “a party” means you or us (as the context dictates) and a reference to “the parties” means you and us; (b) headings and underlinings are for convenience only and do not affect the construction of the Agreement; (c) a provision of the Agreement will not be interpreted against a party because the party prepared or was responsible for the preparation of the provision, or because the party’s legal representative prepared the provision; (d) currency or “\$” refers to Australian dollars; (e) a reference to a statute or regulation includes amendments thereto; (f) a reference to time is to time in New South Wales; (g) a reference to a person includes a reference to an individual, a partnership, a company, a joint venture, government body, government department, and any other legal entity; (h) the words “such as”, “including”, “particularly” and similar expressions are not words of limitation and shall be interpreted as if the words “but not limited to” immediately followed them in each case; and (i) a reference to the singular includes the plural and vice versa.
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