

DOMAIN NAME LEASE AGREEMENT

THIS LEASE AGREEMENT made effective the [effective date] between DENTERNET, being the owner of the Domain Name (as hereinafter defined), of Suite 202, 7 Help Street, Chatswood, New South Wales, Australia (the “Lessor”), and [LESSEE], the party wishing to obtain the use of the Domain Name, of [city, state/province, country] (the “Lessee”).

THE LESSOR AND THE LESSEE HEREBY AGREE as follows:

1. Lease

The Lessor shall lease to the Lessee and the Lessee shall lease from the Lessor the domain name [domain name] (“the Domain Name”) for the term and at the rental payable and on the terms and conditions as set out in this agreement.

2. Term

(a) The term of this Lease shall be for a period of 3 years with a further 3 year option commencing on [effective date] and expiring on [expiry date].

(b) The Lessee will have the right to take up the option to renew for a further period of 3 years at any time up to 6 months prior to the expiry date.

(c) The Lessee must notify the Lessor in writing no later than 6 months prior to the expiry date if it does not intend to renew the Lease.

(d) In the absence of such notice being received in writing and a confirmation of receipt being issued by the Lessor, the Lease will be automatically renewed for a further term of 3 years at the new rental amount as set out in Clause 4.

(e) There is no limit to the number of renewals allowed under this Lease and such renewals will be for further periods of 3 years after the first renewal and under the same conditions as stated in Clause 2(b), 2(c) and 2(d).

3. Rental

The Lessee shall pay the monthly rental for the Domain Name to the Lessor as follows:

- (a) rental payments shall be paid by equal monthly payments in advance for each month during the term of this Lease with the first payment falling due on [effective date];
- (b) the rental payable is \$[rental amount] per month (including GST).
- (c) the rental payments will be debited monthly to the credit card nominated by the Lessee prior to the [effective date] on which this Lease is signed.

4. Rent Review

The Lessor will not increase the rent during the term of the Lease and at each renewal shall apply an increase of 24% to the monthly rental amount payable immediately prior to the end of the previous lease term.

5. Ownership of Domain Name

- (a) The Lessor retains full title to the Domain Name notwithstanding the Lease of the same to the Lessee subject only to the rights of the Lessee as a bailee of the Domain Name with the right only to use the Domain Name in accordance with the terms of this Lease.
- (b) The Lessee acknowledges that no option provided or representation, either express or implied written or oral has been made by or on behalf of the Lessor to the Lessee that the Domain Name may be purchased from the Lessor by the Lessee or by any nominee of the Lessee at any time.
- (c) The Lessor will provide at no additional charge a single webpage with the Lessee's business contact details until such time as the Lessee has its own website to which the Domain Name can be connected.
- (d) The Lessor acknowledges that the Lessee has total freedom to create, modify, maintain and market its own website associated with the Domain Name.

(e) The Lessee acknowledges that it is solely responsible for all expenses associated with the creation, modification, maintenance and marketing of the said website.

(f) The Lessor acknowledges that all rights to the content of the website associated with the Domain Name belong to the Lessee.

6. Lessee's Compliance

The Lessee, in its use of the Domain Name, shall comply with all applicable laws whether state, federal, national or international which apply to the use by the Lessee of the Domain Name.

7. Indemnity

The Lessee shall indemnify and save harmless the Lessor against all damages, losses or liabilities which may arise in respect of the Domain Name or its use or operation by the Lessee or by any other party.

8. Default

(a) The Lessor and the Lessee agree that each of the following events amounts to a default by the Lessee under this Lease:

(i) if the Lessee fails to pay any rental payment or other amount payable under this Lease on the due date for payment;

(ii) the Lessee fails to perform or observe any of the covenants or provisions of this Lease on the part of the Lessee to be performed or observed;

iii) if a writ of execution or order of any kind is issued against the Lessee's property under a judgment in any court of competent jurisdiction;

iv) If the Lessee becomes bankrupt or if the Lessee makes an arrangement with the Lessee's creditors or if the Lessee is a body corporate and a resolution is passed or a petition filed for the winding up of the Lessee other than for the purposes

of reconstruction or amalgamation or if the Lessee becomes subject to the appointment of a receiver.

(b) In the event default occurs, the Lessor may immediately or at any time thereafter without giving any notice to the Lessee re-take possession of the Domain Name and terminate this Lease Agreement but without releasing the Lessee from any liability in respect of any breach or nonobservance of any of the provisions contained or implied in this Lease and without prejudice to the Lessor's right to retain all money paid to the Lessor pursuant to this Lease and the Lessor's right to claim damages pursuant to subparagraph (c) below.

(c) If this Lease is terminated for any reason other than its due fulfillment by the Lessee or other than with the express consent of the Lessor in writing then without prejudice to its other rights at law or in equity the Lessor may at any time demand immediate payment of all of the following:

(i) All arrears of rent and other money then due and payable by the Lessee under the Lease.

(ii) The Lessor's loss on the Lease to be notified by the Lessor to the Lessee.

(iii) All costs and expenses, legal or otherwise and on a full indemnity basis, incurred by the Lessor enforcing this agreement.

(iv) Interest on all money payable under this provision from the date of termination, to the date of payment calculated daily at the rate of 10% per annum.

9. Invalidity or Severability

If any provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall not affect or impair the validity or enforcement of any other provision of this Agreement. Any provisions of this Agreement which are or may be rendered invalid, unenforceable or illegal, shall be ineffective only to the extent of such invalidity, unenforceability or illegality, without affecting the validity, enforceability or legality of the remaining provisions of this Agreement, it being the intent and purpose that this

Agreement should survive and be valid to the maximum extent permitted by applicable law. For greater certainty, this Agreement shall be read as if the invalid, unenforceable or illegal provision had never formed part hereof, and a "provision" for these purposes shall include the smallest severable portion of sections, paragraphs or clauses, or sentences contained therein, and not, unless the context absolutely requires, the whole thereof.

10. Waiver

No party to this Agreement shall be deemed to have waived any of its rights, powers or remedies under this Agreement unless such waiver is expressly set forth in writing. No consent or waiver, express or implied, by a party of any breach or default by the other party in the performance of such other party of its obligations shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations under this Agreement of such other party. Failure on the part of a party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by the first mentioned party of its rights under this Agreement.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New South Wales and the parties hereby agree to the non-exclusive jurisdiction of the courts of that State.

12. Notices

All notices required or permitted to be given pursuant to this Agreement shall be delivered by hand to the party for which it is intended, or sent by fax, telegram, electronic email or other form of transmitted or electronic message or sent by prepaid courier directly to such party at the following addresses, respectively:

If to Lessor:

Suite 202, 7 Help Street, Chatswood, NSW, Australia 2067

(02) 9144 1001 (if within Australia)

+61 2 9144 1001 (if faxing from overseas)

If to Lessee:

[address]

[fax number]

or at such other address as either party may stipulate by notice to the other. Any notice delivered by hand or prepaid courier or sent by facsimile or electronic email shall be deemed to be received on the date of actual delivery thereof. Any notice so sent by telex, telegram or similar form of transmitted message shall be deemed to have been received on the next day following transmission.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above

[LESSOR]

Per:

[LESSEE]

Per: