

REGISTRY - REGISTRAR AGREEMENT For the top-level domain .se and/or .nu

(The Swedish version of the Registry-Registrar agreement shall prevail)

1 THE PARTIES

- 1.1 Stiftelsen för Internetinfrastruktur / The Swedish Internet Foundation, corporate identity no. 802405-0190, Box 92073, 120 07 STOCKHOLM.
- 1.2 [THE COMPANY'S/ORGANISATION'S NAME], (the Registrar) [CORPORATE IDENTITY NO.], [ADDRESS].

2 BACKGROUND

2.1 The Internet serves as an important social function in Sweden and in other countries. One of the preconditions for a well-functioning internet is the addressing system, and an important element for addressing on the internet is the system with domain names.

2.2 The Swedish Internet Foundation is an independent public interest foundation that is listed in the IANA database of country code top-level domains as a Sponsoring Organization for the top-level domain .se. The administration of the top-level domain .se is regulated in the provisions of the Swedish Top-level Domains Act (2006:24) about national top-level domains for Sweden on the internet. Since September 2013, The Swedish Internet Foundation has also managed the operation and administration of the top-level domain .nu. The Swedish Internet Foundation is responsible for, administers and manages the Domain Name Registry.

The Swedish Internet Foundation collaborates with Registrars regarding the registration and administration of Domain Names. The collaboration can relate to either the top-level domain .se, the top-level domain .nu or both top-level domains.

2.3 The Registrar fulfills the requirements established in this Agreement.

A Registrar is entitled to charge for and perform Registration Services through the technical interface that is provided by The Swedish Internet Foundation via the EPP protocol.

- 2.4 The parties work actively to perform Registration Services and the parties' primary and joint objective is to have satisfied Domain Holders. Accordingly, the Registrar always acts in a manner that is in accordance with the assignment as a Registrar.
- 2.5 The Swedish Internet Foundation and the Registrars collaborate in the aim of jointly pursuing the positive development of the internet in Sweden for the benefit of users and society at large. This is predicated on long-term partnerships based on shared norms and values, a systematic and risk-based information security work as well as a high standard of business ethics both in business transactions among the parties and in relations with third parties, particularly Domain Holders.
- 2.6 The Swedish Internet Foundation's cooperation with the Registrars will be conducted and governed in accordance with the terms and conditions in this Agreement. All Registrars have identical agreements with The Swedish Internet Foundation.

3 DEFINITIONS, ET CETERA

3.1 Definitions

- 3.1.1 'Authorization Code' refers to the one-time password that, where applicable, is created for the registered Domain Name.
- 3.1.2 'Agreement' refers to this agreement, including all appendices which are published on <https://support.registry.se/en-US/downloads>
- 3.1.3 'Agreement date' refers to the date when the parties signed this Agreement.
- 3.1.4 'Deactivation' means that the Domain Name is not published in the .se- /.nu-zone. However, the actual registration of the Domain Name itself is not affected.
- 3.1.5 'DNSSEC' refers to Domain Name System Security Extensions. This is an extension of the DNS system and is intended to improve security.
- 3.1.6 'Domain Name' refers to a domain name that has been assigned under the top-level domain .se and/or the top-level domain .nu.
- 3.1.7 'Domain Name Registry' refers to the register containing all the Domain Names under the top-level domain .se and/or the top-level domain .nu. that is administered by The Swedish Internet Foundation.
- 3.1.8 'DS records' refers to delegation posts for DNSSEC.

- 3.1.9 'Domain Holder' refers to the natural person or legal entity that is applying to be or is registered as the Domain Holder of the Domain Name.
- 3.1.10 'Terms and Conditions of Registration' refers to the terms and conditions that are provided by The Swedish Internet Foundation, and that may be amended at any time by The Swedish Internet Foundation, and that the Registrar undertakes to apply in relation to all Domain Holders.
- 3.1.11 'Registrar' refers to a commercial enterprise that is approved by The Swedish Internet Foundation and signed in this Agreement.
- 3.1.12 'Registration Services' refers to the services that the Registrar shall offer Domain Holders according to paragraph 6.1 below.
- 3.1.13 'The Swedish Internet Foundation' refers to Stiftelsen för Internetinfrastruktur.

3.2 **Appendices**

The following appendices are included in the Agreement:

Appendix 1, General requirements for Registrars

Appendix 2A, Terms and conditions relating to registration of .se-domains

Appendix 2B, Terms and conditions relating to registration of .nu domains

Appendix 3, Privacy policy for Registrar's personal data

Appendix 4, Fees and payment terms

Appendix 5, Identification of Domain Holders

Appendix 6, Annual control of the Domain Holder's contact details

Appendix 7 Routine description of the top-level domains .se and .nu

If any information or provisions in the appendices contravenes the information or provisions in the Agreement, this document should take precedence and the appendices should have priority in numerical order.

4 **GENERAL**

4.1 **Purpose of the Agreement**

When entering into this Agreement, the business owner becomes a Registrar and is granted the right to, upon request from the Domain Holder, perform Registration Services in accordance with the terms and conditions in this Agreement. This Agreement does not entitle nor authorize the Registrar to administer the Domain Name Registry.

4.2 **Non-exclusive rights**

The rights that the Registrar receives according to this Agreement are non-exclusive and do not restrict The Swedish Internet Foundation's right to choose other Registrars.

4.3 **The Swedish Internet Foundation's trademark and distinguishing features**

The Registrar only has the right to use The Swedish Internet Foundation's brand and other distinguishing features in accordance with current applicable instructions that can be found on The Swedish Internet Foundation's website for Registrars.

5 **GENERAL REQUIREMENTS**

5.1 **General requirements for Registrars**

For the duration of the Agreement, the Registrar must satisfy The Swedish Internet Foundation's general requirements stated in Appendix 1, General requirements for Registrars.

6 **REGISTRATION SERVICES**

6.1 The Registrar shall offer Domain Holders the following Registration Services, for which the Registrar has the right to determine and charge a fee:

(i) New registration of Domain Names

The Registrar undertakes, upon request from the Domain Holder, to make a new registration of a Domain Name under the top-level domain .se and/or the top-level domain .nu.

(ii) Renewal of Domain Names

The Registrar undertakes, upon request from the Domain Holder, to renew the registration period for the Domain Holder's Domain Name, with the exception of what is stated in paragraph 7.7.

Such request also means a request for automatic renewal of the registration period, if it is set out in the agreement between the Registrar and the Domain Holder.

(iii) Updating of contact information

The Registrar undertakes, upon request from the Domain Holder, to update the contact information relating to the Domain Holder in accordance with paragraph 9 of this Agreement.

(iv) Administration of name servers

The Registrar undertakes, upon request from the Domain Holder, to add, remove or change name servers for a Domain Name.

In the event that the Registrar is the name server operator for the Domain Holder's Domain Name, the Registrar has the right, for technical reasons, to add, remove or change name servers for these Domain Names without the request of the Domain Holder.

In the event that the Registrar receives confirmation that name servers used for the Domain Name will cease to exist, the Registrar has the right, for technical reasons, to add, remove or change name servers for these Domain Names without the request of the Domain Holder. In such cases, the Registrar shall inform the concerned Domain Holders.

(v) Assignment of Domain Names

The Registrar undertakes, upon request from the surrendering Domain Holder, and on condition that the recipient Domain Holder has approved the Terms and Conditions of Registration and has provided the information specified in paragraph 9.1, to perform the assignment of a Domain Name.

The Registrar shall promptly, and no later than within five working days from when the conditions for the assignment have been fulfilled, assign the Domain Name to a new Domain Holder.

The assignment of a Domain Name means that the recipient party becomes the new Domain Holder and replaces the Domain Holder that was previously registered.

(vi) Change of Registrar

The Registrar undertakes, upon request from the Domain Holder, to assist with the transfer of the administration of the Domain Holder's domain name from one Registrar to another.

The surrendering Registrar shall, upon request from the Domain Holder, see that a unique Authorization Code is created for the Domain Name that the Registrar administers on behalf of the Domain Holder. The surrendering Registrar shall promptly, but no later than within five working days after the request, provide the Domain Holder with the Authorization Code. If the surrendering Registrar does not provide the Authorization Code within five working days, The Swedish Internet Foundation has the right to obtain the Authorization Code and pass it on to the Domain Holder.

The surrendering Registrar is responsible for ensuring that the Authorization Code is transferred to the Domain Holder in a secure manner, and the Registrar is always obliged to provide the Authorization Code upon request from the Domain Holder.

Before the Registrar is changed, the recipient Registrar shall inform the Domain Holder in cases where the change affects the Domain Holder's DS records.

On its website, the Registrar shall provide clear information about the Domain Holder's right to change Registrar.

A fee for the Registration Service change of Registrar may not be charged by the surrendering Registrar.

(vii) Deregistration of Domain Names

The Registrar undertakes, upon request from the Domain Holder, to deregister the Domain Holder's Domain Name.

(viii) Management of DS records

The Registrar undertakes, upon request from the Domain Holder, to add, remove or change DS records, regardless of the name server operator.

In the event that the Registrar serves as the name server provider for a Domain Holder's Domain Name, the Registrar has the right to, without the request of the Domain Holder, to add, remove or change specified DS records for these Domain Names.

The Swedish Internet Foundation retains the right to change, remove or refrain from publishing specified DS records, if The Swedish Internet Foundation is of the view that these cause, or may cause, serious operational disruption.

In cases where the name server operator publishes the necessary information for DNSSEC, The Swedish Internet Foundation may add, remove or change DS records for these domain names.

6.2 From time to time, the Registrar shall change its range of Registration Services in accordance with The Swedish Internet Foundation's directives.

7 PERFORMANCE OF REGISTRATION SERVICES

7.1 The Registrar shall perform Registration Services via the technical interface EPP and in accordance with the terms and conditions in this Agreement.

7.2 Registration Services must be performed under the Registrar's own account with The Swedish Internet Foundation.

7.3 The Registrar must register and renew Domain Names for the registration period for which the Domain Holder has applied.

7.4 Unless specified otherwise in the Agreement, the Registrar shall only perform Registration Services upon the explicit request of the Domain Holder. The Registrar shall not perform the Registration Services requested by the Domain Holder unless the Domain Holder has approved the Terms and Conditions of Registration and provided necessary required information. However, the Registrar is entitled to refuse to perform the requested Registration Service if the Domain Holder has not paid for such Registration Service (with the exception of paragraph 6.1 (vi) Change of Registrar).

7.5 Before performing Registration Services, the Registrar shall verify that it is the Domain Holder that has requested the Registration Service. This shall be verified in accordance with Appendix 5. Identification of Domain Holders.

7.6 When the Registrar has received a request from the Domain Holder to perform Registration Services, the Registrar shall promptly perform Registration Services and, no later than within five working days after receiving a decision concerning the Registration Services from The Swedish Internet Foundation; inform the Domain Holder of this decision.

7.7 Registrar's termination of the agreement with the Domain Holder

If the Registrar has reserved this right in the Agreement with the Domain Holder, the Registrar may, with at least three months' notice, terminate the agreement with the Domain Holder by the date on which the registration period expires. The termination must be made in writing and clearly specify (i) that the agreement with the Domain Holder is being terminated after the end of the registration period, (ii) that the Domain Holder must select a new Registrar, (iii) how the Domain Holder transfers Registrars and (iv) that The Swedish Internet Foundation, pursuant to paragraph 19.2, will serve as the temporary registrar unless the Domain Holder selects a new Registrar on their own.

On the date of termination, the Registrar must also inform The Swedish Internet Foundation of the termination in writing.

7.8 **Obstacles to performing the Registration Services with Dispute Resolution proceedings for Domain Names under the top-level domain .nu**

The Registrar shall undertake or not undertake to perform the Registration Services under the top-level domain .nu that is caused by a dispute resolution procedure such as handled in accordance with paragraph 10.3. More information about dispute resolution proceedings can be found on The Swedish Internet Foundation's website for Registrars.

7.9 **The EPP technical interface**

The technical interface EPP is described each time in the current EPP documentation, that is available on The Swedish Internet Foundation's website for Registrars.

The EPP documentation may be adjusted continuously by The Swedish Internet Foundation. If changes of the technical interface EPP with associated documentation means requirements for technical development for the Registrar, paragraph 15.5 applies.

8 **ENCODING OF INTERNATIONALISED DOMAIN NAMES**

The Registrar shall, in accordance with the current EPP documentation, re-encode the Domain Name chosen by the Domain Holder to a corresponding ACE-coded domain name. Only the re-encoded Domain Name for Registration Services shall be given via the technical interface EPP regarding Registration Services. The Registrar's re-encoding is not considered to constitute an impermissible change of the Domain Holder's information. The Swedish Internet Foundation does not check that the ACE-coded domain name corresponds with the Domain Name chosen by the Domain Holder.

9 **INFORMATION ABOUT THE DOMAIN HOLDER**

9.1 When a Domain Holder applies for a new registration of a Domain Name, the Registrar shall request the following information from the Domain Holder:

- (i) full Company name and contact person or, if a private individual, their first and last name,
- (ii) corporate identity number or personal identification number,
(for those other than Swedish Domain Holders, other foreign equivalent identification information can be provided),
- (iii) phone number, and
- (iv) e-mail address.

The Registrar undertakes not to perform any Registration Services requested by the Domain Holder until the Domain Holder has provided this information.

9.2 The Registrar is responsible for ensuring that the information about the Domain Holder that is submitted to the Domain Name Registry is complete and correct.

9.3 The Registrar shall, in an appropriate manner, verify the accuracy of the information that the Domain Holder is obliged to provide according to paragraph 9.1. The Registrar shall subsequently regularly ensure that this information is complete and correct by annually checking the Domain Holder's information in accordance with Appendix 6, Annual check of the Domain Holder's information.

9.4 For new registrations, the Registrar shall immediately submit the information to The Swedish Internet Foundation that the Domain Holder has provided in accordance with paragraph 9.1. The Registrar must subsequently ensure that The Swedish Internet Foundation is immediately notified of any changes to the Domain Holder's information.

9.5 **Deactivation upon deficiency in information**

In the event of deficiency in the provided information according to paragraph 9.4, or if there is reason to believe that such deficiency exist, the Domain Name may be kept in Deactivation by the Swedish Internet Foundation until the deficiency has been rectified. The Registrar is obliged to immediately inform the Domain Holder of such deficiency and Deactivation.

If the Registrar thereafter, during the registration period, becomes aware of any deficiency in the provided information, the Registrar shall as soon as possible notify the Domain Holder with information that the Domain Holder shall rectify the deficiency within a reasonable period of time specified by the Registrar. During the specified period of time, the Registrar may refuse to provide the Registration Services for the Domain Name(s). If the deficiency is not rectified within the specified period of time, the Registrar is obliged to ensure that the Domain Name(s) are Deactivated.

10 **TERMS AND CONDITIONS FOR REGISTRATION AND DISPUTE RESOLUTION POLICY**

10.1 In the contractual relationship with the Domain Holder, the Registrar undertakes to apply the prevailing Terms and Conditions of Registration as provided by The Swedish Internet Foundation. The Registrar shall keep these accessible on its website, presented

separately from the Registrar's own contractual terms and conditions (if any), and provide a link to The Swedish Internet Foundation's website.

- 10.2 The Terms and Conditions of Registration applicable on the Agreement Date are shown in Appendix 2A, Current Registration terms and conditions for the top-level domain .se and/or Appendix 2B, Current Registration terms for the top-level domain .nu. The Registrar does not have the right to change the content of the Terms and Conditions of Registration in any way, and the Registrar shall ensure that the Terms and Conditions of Registration have precedence over any other contractual terms and conditions that may be applicable between the Registrar and the Domain Holder.

The Registrar commits to, with respect to disputes between the Domain Holder and third parties regarding a Domain Name under the top-level domain .nu, apply other resolved dispute resolution policies for domain names registered under the top-level domain .nu, applied by The Swedish Internet Foundation from time to time, which are available on The Swedish Internet Foundation's website for Registrars.

11 DOCUMENTATION, ETC.

- 11.1 The Registrar shall document i) that every Domain Holder has approved the Terms and Conditions of Registration that apply at the time the Registration Service is performed, and ii) that the Domain Holder has requested the Registration Service to be executed. The documentation must be stored and saved in a safe and transparent way.
- 11.2 The Registrar shall, upon request from The Swedish Internet Foundation, provide The Swedish Internet Foundation with such information and documentation that The Swedish Internet Foundation reasonably considers necessary in order to monitor the Registrar's compliance with this Agreement.
- 11.3 The Swedish Internet Foundation is entitled, during ordinary office hours and after giving reasonable notice, to access to the Registrar's premises in order to control the Registrar's compliance with this Agreement.
- 11.4 The Swedish Internet Foundation shall perform the controls described in paragraph 11.2 and 11.3 so as to not disrupt the Registrar's operations beyond reasonable limits in consideration of the purpose. The control must also be performed in consideration of the Registrar's confidentiality requirements, meaning that the necessary confidentiality agreement can be produced, upon the Registrar's request. During the control under paragraph 11.2 and 11.3, The Swedish Internet Foundation must also observe confidentiality regarding personal data which is being processed by the Registrar in its operations.

12 MANAGEMENT OF PERSONAL INFORMATION

- 12.1 The Swedish Internet Foundation is the personal data controller for the processing of personal data in the Domain Name Register. The Registrar is the personal data controller for the processing of personal data as part of the Registrar's operations under this Agreement.
- 12.2 The Parties shall comply with the applicable personal data law when handling the Domain Holders' personal data. The Parties agree that the transfer of personal data between the parties using the technical interface EPP complies with the appropriate level of security in accordance with applicable personal data law.
- 12.3 The Swedish Internet Foundation is also the data controller for the processing of personal data provided by the Registrar, such as the personal data of the Registrar's contacts. The processing is in accordance with the The Swedish Internet Foundation's privacy policy for Registrar's personal data, [Appendix 3, Privacy policy for the Registrar's personal information.](#)

13 INFORMATION AND UPDATES FROM THE SWEDISH INTERNET FOUNDATION

The Registrar shall ensure that each Domain Holder is provided with any information sent out by The Swedish Internet Foundation to the Registrar and that The Swedish Internet Foundation has explicitly stated is to be forwarded to the Domain Holder.

14 GENERAL RULES OF APPROPRIATE CONDUCT ETC.

14.1 Ban on warehousing etc.

The Registrar may only perform Registration Services in accordance with this Agreement and not in the aim of, independently or through third parties, holding, trading or leasing Domain Names. For example, services such as whois protection, proxy registration and anonymization services where the Registrar specifies their own information instead of the Domain Holder's is not allowed. However, this ban does not prevent the Registrar from holding Domain Names related to the Registrar's business operations.

14.2 Ban on overloading etc.

The Registrar may not overload The Swedish Internet Foundation's network, prevent The Swedish Internet Foundation from providing its services (for instance via Distributed Denial of Service (DOS) attacks) or engage in any other activities that may threaten the operation or the stability of the .se-zone and/or the .nu zone.

14.3 **Ban on violations of instructions etc.**

The Registrar may not, directly or indirectly via technical or other procedures, attempt to violate or to circumvent special directives issued by The Swedish Internet Foundation from time to time, intentionally use misconfigurations, bugs in software programs or other deficiencies in procedures and software programs that are used by The Swedish Internet Foundation, or act in some other way that cannot be regarded as compatible with the duties as an Registrar.

14.4 **Sub registrars**

The Registrar is entitled to appoint sub-registrars that are entitled, on behalf of the Registrar, to accept tasks relating to Registration Services from Domain Holders that are then performed by the Registrar via the technical interface EPP and on the Registrar's own Registrar account. The Registrar is wholly responsible, in relation to The Swedish Internet Foundation, for the actions of sub registrars relating to Domain Names and Registration Services.

15 **THE SWEDISH INTERNET FOUNDATION'S UNDERTAKINGS**

15.1 The Swedish Internet Foundation shall, no later than within five working days from when the Registrar performed the Registration Services via the technical interface EPP, confirm to the Registrar whether the Registration Service has been performed in accordance with the request.

15.2 The Swedish Internet Foundation shall provide a customer service function for the Registrar. The Swedish Internet Foundation shall give the e-mail address, telephone number and postal address of The Swedish Internet Foundation's customer service. The Swedish Internet Foundation shall immediately inform the Registrar of any changes to this information.

15.3 The Swedish Internet Foundation undertakes to offer a special service for Registrars who, when making the request, are unable to perform certain Registration Services through the technical interface EPP. The service entails that The Swedish Internet

- Foundation performs Registration Services on behalf of the Registrar in exchange for a separate fee.
- 15.4 The Swedish Internet Foundation undertakes to keep the Agreement, directives, procedures, documents and technical specifications available on The Swedish Internet Foundation's website for Registrars.
- 15.5 In the event of changes to the technical EPP interface with associated documentation requires that the Registrar updates its EPP client, The Swedish Internet Foundation undertakes to inform the Registrar at least six months before the change comes into effect, unless special reasons exist.
- 15.6 The Swedish Internet Foundation shall provide tutorial education without cost to the Registrar.
- 15.7 The Swedish Internet Foundation shall apply systematic security procedures in line with the requirements in applicable legislation for top-level domains relating to policy, responsibility and organization.
- 15.8 Throughout the duration of the agreement, The Swedish Internet Foundation shall take out necessary liability insurance for its business activity that covers The Swedish Internet Foundation's undertakings according to this Agreement.
- 15.9 The Swedish Internet Foundation undertakes to issue, manage and use encryption keys and signatures for The Swedish Internet Foundation's signing of the .se-zone and/or the .nu zone according to procedures and terms and conditions described in the applicable DNSSEC Policy and Practice Statement, DPS, which is published on www.internetstiftelsen.se.
- 15.10 Where applicable, The Swedish Internet Foundation undertakes to, in accordance with this Agreement publish DS records given by the Domain Holder in the .se-zone and/or .nu zone together with other information pertaining to the Domain Name.

16 FEES AND PAYMENT TERMS

- 16.1 The fees and payment terms are shown in [Appendix 4, Fees and payment terms](#).
- 16.2 From time to time, The Swedish Internet Foundation may change the fees and payment terms shown in [Appendix 4, Fees and payment terms](#) and shall inform the Registrar about any changes at least 30 days before the new fees and payment terms come into force.

17 DAMAGES

- 17.1 The Registrar shall compensate any direct or indirect damage that the Registrar, or the sub-registrar contracted by the Registrar, causes The Swedish Internet Foundation through violation of this Agreement or that in any other way is attributable to the Registrar's performance of Registration Services under this Agreement. However, the liability to pay compensation is limited to an amount corresponding to ten times the base amount according to the Swedish Social Insurance Code (2010:110). The Swedish Internet Foundation may submit a claim according to the above only if The Swedish Internet Foundation notifies the Registrar no later than 30 days after The Swedish Internet Foundation has become aware of or should have become aware of the basis for the claim.
- 17.2 The Swedish Internet Foundation shall compensate such direct damage that The Swedish Internet Foundation causes to the Registrar as a result of violation of this Agreement, but the amount is limited to an amount corresponding to three times the base amount according to The Swedish Social Insurance Code (2010:110). The Registrar may submit a claim according to the above only if the Registrar notifies The Swedish Internet Foundation about it no later than 30 days after the Registrar has become aware of or should have become aware of the basis for the claim.
- 17.3 The limitation of liability as described in paragraphs 17.1 and 17.2 do not apply in cases where the damage was intentional or the result of gross negligence.

18 SANCTIONS

18.1 Warning

If The Swedish Internet Foundation is of the view that the Registrar has failed to fulfill its obligations according to the Agreement, The Swedish Internet Foundation may issue a warning and request that the Registrar take corrective action. If the Registrar has not rectified the situation within 30 days, The Swedish Internet Foundation is entitled to suspend the Registrar in accordance with paragraph 18.2 or terminate the Agreement with immediate effect in accordance with paragraph 18.3.

18.2 Suspension

If The Swedish Internet Foundation is of the view that the Registrar has seriously failed to fulfill its obligations according to the Agreement, including but not limited to failure to pay past-due invoices from The Swedish Internet Foundation, or shows other clear signs of insolvency, or does not take corrective action to rectify the situation after receiving a

warning in accordance with paragraph 18.1, The Swedish Internet Foundation may suspend the Registrar from being able to register new Domain Names for a period of up to 30 days. The suspension also applies to registering new Domain Names through other Registrars.

In case the Registrar has not taken corrective action within these 30 days, The Swedish Internet Foundation in accordance with paragraph 18.3, has the right to terminate the Agreement with immediate effect.

18.3 Termination

18.3.1 Each party has the right to terminate the Agreement with immediate effect if:

- (i) the other party significantly violates its obligations under this Agreement. The circumstance under which a warning or suspension is already outstanding does not prevent The Swedish Internet Foundation from terminating the Agreement in accordance with this paragraph;
- (ii) the other party has cancelled payments, initiated composition proceedings, entered into liquidation, filed for bankruptcy or indicated other signs of insolvency.

18.3.2 The Swedish Internet Foundation also has the right to terminate the Agreement with immediate effect if:

- (i) The Registrar does not take corrective action according to the provisions in paragraph 18.1 and/or 18.2, or violates the ban on conducting new registrations under paragraph 18.2.
- (ii) The Registrar violates paragraph 14.1.

19 CESSATION OF REGISTRAR AGREEMENT

19.1 On cessation of this Agreement, the Registrar shall immediately provide The Swedish Internet Foundation, and/or another party that The Swedish Internet Foundation assigns, the information shown in paragraph 11.3 and, upon request from The Swedish Internet Foundation, all other information relating to the Domain Holders and the Registration Services.

19.2 According to the Terms and Conditions of Registration, the following shall apply on the cessation of this Agreement.

- (i) The Swedish Internet Foundation becomes the temporary registrar from the date on which the Agreement ceases and furthest until the registration period ends,
- (ii) The Domain Holder shall choose a new Registrar during the time when The Swedish Internet Foundation is temporary registrar, and
- (iii) If the Domain Holder refrains from choosing a new Registrar the Domain Name will be Deactivated and deregistered when the registration period ends.

20 FORCE MAJEURE

If a party is prevented from fulfilling its undertakings according to this Agreement due to circumstances over which the party has no control and could not foresee, such as lightning strikes, extreme weather conditions, flood, labor conflicts, fires, explosion, expropriation or decisions of governmental authorities, war, sabotage, cyber-attack, statutory obstacles, or operational disruption or error or delays in services from sub-suppliers due to a circumstance that has been specified here, this shall constitute grounds for freedom from liability and other possible consequences. If a party is significantly prevented from fulfilling its undertakings for a period longer than 30 days due to circumstances stated above, either party may terminate the Agreement without liability to pay damages.

21 CHANGES IN THE TERMS AND CONDITIONS

21.1 The Swedish Internet Foundation has the unilateral right to alter the terms and conditions in this Agreement from time to time, including changes in the appendices.

21.2 The Swedish Internet Foundation shall notify the Registrar regarding every change as described above at least 30 days prior to it coming into effect, except in the event of changes in accordance with paragraph 15.5. In the event of the Registrar choosing not to accept the revised terms and conditions, the Registrar may terminate the Agreement as of the day the new terms and conditions come into effect.

22 ASSIGNMENT OF THE AGREEMENT

- 22.1 The Swedish Internet Foundation has the right to assign its rights and obligations according to this Agreement, and The Swedish Internet Foundation shall inform the Registrar.
- 22.2 The Registrar is only entitled to assign its rights and obligations according to this Agreement to another Registrar. Upon such transfer, the acquiring Registrar shall contact the existing Domain Holders who are affected by the assignment and inform them about their Registrar changes. The acquiring Registrar shall at the same time unconditionally give the Domain Holder a reasonable opportunity to change Registrar in accordance with paragraph 6 (vi).

23 COMMUNICATION BETWEEN THE PARTIES

Communication relating to this Agreement shall be submitted in written form to the e-mail address and/or the postal address most recently supplied by the party. Each party is responsible for immediately notifying any address changes to the other party. Written communication sent by mail shall be considered to have reached the recipients inside Sweden within three calendar days of being sent and, for recipients outside Sweden, ten calendar days from when it was sent. Communications that are sent electronically, shall be considered to have reached the recipients immediately.

24 AGREEMENT AND DURATION OF THE AGREEMENT

- 24.1 This Agreement comprises the parties' comprehensive governing document concerning all matters addressed by the Agreement. This Agreement replaces previous Registry Registrar Agreement between the parties.
- 24.2 The Agreement comes into effect on the date it is signed by both parties and applies until further notice.
- 24.3 Either party has the right to terminate the Agreement in writing with a period of notice of three months, calculated from the date on which the notice of termination is sent.

25 DISPUTES

Any dispute or conflict resulting from this Agreement shall be filed at Stockholm District Court. Swedish law shall apply to this Agreement.

This Agreement has been prepared in two identical copies, with each party taking one copy.

City and date

City and date

Signatory for Stiftelsen för Internetinfrastruktur

Signatory for Registrar

Print name and title

Print name and title