

## AGREEMENT FORM

Norid is a limited company owned by the state of Norway. Pursuant to an agreement with the international administrator of top-level domains, the company is entitled to award, administer and register domain names under Norwegian top-level domains, including .no. Upon signing this form (“**the Agreement Form**”), Norid and the enterprise specified below (“**the Domain Name Registrar**”) enter into an agreement granting the Domain Name Registrar the right to market, negotiate and extend Domain Name Subscriptions with Holders. This Agreement Form is subject to the conditions that result from Norid’s Standard Terms and Conditions for Domain Name Registrars (“**Standard Terms and Conditions**”). The Agreement Form and the Standard Terms and Conditions are together referred to as “**the Registrar Agreement**”. Norid and the Domain Name Registrar are each referred to individually as “**a Party**” and together as “**the Parties**”. Words that are not defined in this Agreement Form shall have the meaning specified in the Standard Terms and Conditions.

[enter the name of the Domain Name Registrar]

**Address:**

**Organisation number:**

**E-mail:**

**Telephone:**

**{00102}CEO/Proxy:**

### COMMUNICATION

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Unless otherwise agreed, communication between the Parties shall be carried out electronically and between the Primary Contact and Norid at [enter e-mail address].

### SIGNATURE

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The date when this Agreement Form is signed shall be the date of the agreement (“**Agreement Date**”). The Registrar Agreement is bound for the first time when this form has been signed by Norid. This form shall be signed electronically and issued in two copies, one for each Party.

## NORID'S STANDARD TERMS AND CONDITIONS FOR DOMAIN REGISTRARS

The Standard Terms and Conditions are an integral part of the Registrar Agreement.

Provided that the Domain Name Registrar has accepted Norid's Standard Terms and Conditions and has been approved by Norid in line with Norid's approval procedure, Norid grants the Domain Name Registrar a non-exclusive and time-limited right to market, negotiate and extend Domain Name Subscriptions to Holders.

Words that are not defined in the Standard Terms and Conditions shall have the meaning specified in the Agreement Form.

### 1. DEFINITIONS

**"Holder"** means a natural person or legal entity who has entered into an agreement with Norid on a user right to a Domain Name.

**"Subscription Agreement"** means the legal relationship between Norid and a Holder, including agreement, self-declaration, the Regulations applicable at any time and related appeal rules.

**"Subscription Fee"** has the meaning specified in Section 6.2.

**"Admin User"** means a natural person who administers the Domain Name Registrar's permissions for the Norid platform in line with guidelines issued by Norid. An Admin User shall be an Authorised Person and can also be the Primary Contact. The Domain Name Registrar may have multiple Admin Users if desired.

**"Authorised Person"** means a natural person who is (i) employed by or owns the Domain Name Registrar and (ii) has completed Norid's training and registrar test. The Domain Name Registrar may have multiple Authorised Persons if desired.

**"Agreement Date"** means the date specified in the Agreement Form.

**"Domain Name Subscription"** means a time-limited exclusive right of use for a Domain Name that Norid has assigned to a Holder.

**"Domain Name"** means a name included in the global domain name system and assigned by Norid.

**"Force Majeure"** has the meaning specified in Section 15.5.

**"Improvements"** means all modifications, updates and changes to Intellectual Property Rights.

**"Distinctive Marks"** means Norid's trademarks, accreditation symbol or similar items that Norid allows the Domain Name Registrar to use in marketing a Domain Name Subscription.

**"Confidential Information"** has the meaning specified in Section 15.3.

**"Assistant"** has the meaning specified in Section 2.4.

**"Intellectual Property Rights"** means intellectual property rights of any kind that exist now or in the future anywhere in the world, irrespective of whether these have been registered or not. This includes applications, renewals, expansions and rights to apply for the same, including – without limitation – patents, trademarks, design rights, copyrights, publication rights, moral rights, database rights, service marks, logos, company names, trade names and other rights to goodwill, know-how, trade secrets and other protected material, all of which may be in any form whatsoever or any format whatsoever, including without limitation all rights to inventions, new

technology, reports, data, data structures, calculations, documents, drawings, sketches, specifications, equipment, algorithms, heuristics, software and source codes.

“**Norid’s Data**” means all information and all data available at any time in the Norid platform, including information which the Domain Name Registrar enters and registers in the Norid platform on behalf of Holders.

“**Norid Platform**” means the Registry Service, Norid’s Support Systems and Norid’s System for Access Management that the Domain Name Registrar gains access to from and including the Agreement Date.

“**Norid’s Support Systems**” means the catalogue service for domain registrars, closed websites with information about the Domain Name Registrar’s portfolio and other systems, software, services or solutions that Norid chooses to make available to the Domain Name Registrar. The EPP client software Norid has developed is not included in Norid’s Support Systems.

“**Norid’s System for Access Management**” means the system in which the Domain Name Registrar administers its accesses to the Norid platform, according to Norid’s guidelines.

“**Primary Contact**” means the Domain Name Registrar’s contact person for Norid. In other words, a natural person to whom Norid can direct enquiries regarding the Registrar Agreement and the Domain Name Registrar’s enterprise, for example, in connection with changes to the Norid platform, changes to the Registrar Agreement or other notifications related to the contractual relationship. The Primary Contact shall be an Authorised Person.

“**The Regulations**” means the rules for assigning Domain Names laid down by Norid within the limits of applicable legislation.

“**The Registry Service**”: Norid’s system for assigning and administering Domain Names, including maintaining a registry of user rights for Domain Names. The service is made available to the Domain Name Registrar as an EPP-based service.

“**Working Days**” means calendar days that are not weekends or official public holidays.

## 2. RIGHTS AND LIMITATIONS

### 2.1 Assignment of rights

From and including the Agreement Date, the Domain Name Registrar is granted the following rights:

- (a) A non-exclusive right to administer all aspects of a Domain Name Subscription on behalf of Holders who have entered into an agreement with the Domain Name Registrar. This includes, but is not limited to, applying for, booking, managing, extending and deleting Domain Name Subscriptions. Upon request from a Holder, the Domain Name Registrar may take over the management of the Holder’s Domain Name Subscription from other domain registrars;
- (b) A non-exclusive right to market Domain Name Subscriptions and use Distinctive Marks in the marketing;
- (c) Limited, non-exclusive access to and use of the Norid platform, solely for the purpose of exercising the rights that appear in letters (a) and (b) above; or
- (d) A limited right to use Norid’s Data to fulfil its obligations under the Registrar Agreement.

When combined these rights are referred to as “**Domain Registrar’s Rights**”.

### 2.2 Acceptable Use

The Domain Name Registrar shall follow the guidelines applicable at any time for acceptable use of the Norid platform. The guidelines are made available by Norid on Norid’s website.

Norid is entitled to change the guidelines to ensure that the Norid platform is available. Norid shall notify the Domain Name Registrar of changes to the guidelines.

## **2.3 Limitations**

### 2.3.1 General limitations

The Domain Name Registrar is acting in its own name and at its own risk and expense. Norid shall not be liable under any circumstance for the Domain Name Registrar's actions, and Norid shall not be regarded as the Domain Name Registrar's contract facilitator.

The Domain Name Registrar's Rights shall not be used for anything other than what is explicitly mentioned in Section 2.1.

### 2.3.2 Use of the Norid Platform

The Domain Name Registrar shall use the Norid platform for its intended purposes, and the Domain Registrar shall not itself or with the aid of others make use of the Domain Registrar's Rights to:

- (a) change, adapt, translate, copy, decompile or attempt to discover the source code, underlying concepts, algorithms, file formats or software interfaces for the software or technology in the Norid platform;
- (b) make or prepare a derivative of the Norid platform or reproduce, distribute, sell or resell the Norid platform; or
- (c) break down, hack, destabilise, compromise, infiltrate, overload or in another way weaken or damage the Norid platform.

### 2.3.3 Use of Norid's Data

The Domain Name Registrar has access to Norid's Data through the Norid platform. Norid's Data shall only be used to service the Domain Name Registrar's own customers. All other use of Norid's Data that is not necessary for fulfilling this Registrar Agreement requires consent from Norid. The Domain Name Registrar may not itself or with the aid of Assistants use access to Norid's Data to:

- (a) search for, download, copy or in another way acquire access to information and use information about (i) Holders who are not customers of the Domain Name Registrar, i.e. who have not asked the Domain Name Registrar to book or manage the Domain Name Subscription for the Holder, (ii) information about Holders who no longer are customers of the Domain Name Registrar or (iii) any other information in the Norid platform irrespective of type, nature or scope that does not involve the Domain Name Registrar's own customers; or
- (b) transfer, translate, process or otherwise use in any way Norid's Data that the Domain Name Registrar has obtained contrary to Section 2.3. This includes, but is not limited to, using Norid's Data to contact competing domain registrars' holders for the purpose of taking over the Holder or its Domain Name Subscription.

## **2.4 Requirements for Domain Name Registrar**

### 2.4.1 General requirements

- (a) The Domain Name Registrar shall be approved by Norid.
- (b) The Domain Name Registrar shall be a legal entity registered in the Norwegian Register of Business Enterprises or an equivalent register for registering legal entities.
- (c) The Domain Name Registrar shall endeavour to book or extend at least 100 Domain Name Subscriptions each calendar year. This does not apply to the calendar year the Domain Name Registrar enters into the Registrar Agreement.

- (d) If the Domain Name Registrar uses subcontractors, resellers or other third parties (“Assistants”) to perform tasks and fulfil its obligations under the Registrar Agreement, the Domain Name Registrar shall maintain a record of such Assistants. At Norid’s request, the Domain Name Registrar shall provide Norid with a list of all Assistants including a specification of the tasks they perform and the systems in the Norid platform to which they have access. All actions and omissions on the part of an Assistant shall be regarded as carried out by the Domain Name Registrar.
- (e) The Domain Name Registrar is itself responsible for integration of its own business processes with the Norid platform, including choice of software in order to communicate with Norid’s systems. If the Domain Name Registrar uses software to access the Registry Service, the software and the user interface shall be designed so that the requirements in this Registrar Agreement are followed.
- (f) The Domain Name Registrar shall comply with the requirements applicable at any time for IT and information security that are customary in the industry. Norid is entitled to introduce additional security requirements.
- (g) The Domain Name Registrar shall immediately inform Norid of security breaches or potential security breaches that may compromise Norid’s systems. The notification shall include a description of the security incident, the measures taken to remedy the situation, an indication of how long the situation went on and which data were exposed, as well as measures that will be taken to avoid such situations in the future.
- (h) The Domain Name Registrar shall immediately notify Norid if the Domain Name Registrar discovers faults or non-conformances in Norid’s systems.

#### 2.4.2 Roles and access management

The Domain Registrar shall designate a person as Primary Contact. Norid may require that the Primary Contact respond to messages from Norid within a reasonable time, but no later than five Working Days calculated from the Working Day the Primary Contact received the message from Norid. A message from Norid will be regarded as received by the Domain Registrar when the message has been sent to the Primary Contact’s e-mail address.

The Domain Name Registrar shall have at least one person designated as an Admin User. Norid provides Admin Users with personal user access to Norid’s System for Access Management.

The Domain Name Registrar shall keep a record of which persons and systems have access to the Norid platform. Except for Assistants, access information (such as user name and password) for the systems in the Norid platform shall not be handed over to other persons outside the Domain Name Registrar’s organisation without prior written consent from Norid. This also includes persons at subsidiaries, other companies in the Domain Name Registrar’s corporate group, other associate companies and third parties.

The Domain Name Registrar shall have procedures for updating access, including in the event that personnel leave their employment. Information registered in Norid’s System for Access Management shall be kept updated at all times. Norid may require at any time that a list be provided of Authorised Persons at the Domain Name Registrar.

The Domain Name Registrar is responsible for all actions carried out through the access the Domain Name Registrar has provided.

The Domain Name Registrar shall ensure that all personnel who are given access to the Norid platform receive the necessary training.

Norid may decide at any time that an Authorised Person must retake the registrar test. This may arise, for example, if the Domain Name Registrar makes many errors, it is a long time since the Domain Name Registrar’s Authorised Person has taken the registrar test, the registrar test is updated or due to similar circumstances.

### 2.4.3 Forwarding of messages from Norid

At the request of Norid, the Domain Name Registrar shall forward messages from Norid to Holders who are customers of the Domain Name Registrar.

## 3. MARKETING, REGISTRATION AND ADMINISTRATION

### 3.1 Marketing and handing over

Marketing and handing over of Domain Name Subscriptions shall be conducted according to the Registrar Agreement and Norwegian law. All use of Distinctive Marks shall be carried out in a serious, proper and trustful manner.

### 3.2 Registration

The Domain Name Registrar shall assist the Holder with applying for a Domain Name.

Before the Domain Name Registrar hands over a Domain Name Subscription to a Holder, the Domain Name Registrar shall inform the potential Holder that:

- (a) assignment of a Domain Name Subscription is subject to the Regulations applicable at any time, and
- (b) The Holder must enter into a separate Subscription Agreement with Norid.

After a Holder has accepted the Subscription Agreement, the Domain Name Registrar shall register the Holder in the Norid platform and book one or more Domain Name Subscriptions associated with the Holder.

The Domain Name Registrar shall submit a completed application for a Domain Name Subscription, with a confirmation that the Holder has accepted the Subscription Agreement. Provided that the Domain Name has not already been assigned to anyone else and that all conditions for assignment under the Subscription Agreement and the Regulations have been met, Norid will assign the Domain Name and the Holder will receive a right of use for the Domain Name from the time of the assignment. The Subscription Agreement will be regarded as having been made from the same point in time.

The Holder may request an extension of the Domain Name Subscription for one or more Domain Names. The Domain Name Registrar shall then book an extension of the Domain Name Subscription. The Domain Name Registrar shall inform the holder that such an order for extension of the Domain Name Subscription will mean acceptance of the Regulations applicable at any time and the Subscription Agreement as these exist at the time of the extension.

If two Holders have agreed to transfer a Domain Name between themselves, this is contingent on discontinuing the existing Domain Name Subscription and setting up a new Domain Name Subscription for the new Holder. The rules for ordering Domain Name Subscriptions at that point in time similarly apply.

### 3.3 Administration of Domain Name Subscription

The Domain Name Registrar shall know at all times who the Holder is and shall be able at the request of Norid to verify who the Holder is. Norid is entitled to introduce new systems for verification and other verification requirements, if this is necessary for security reasons or is required by a statute, regulation or official decision.

## 4. DUTY TO ASSIST THE HOLDER

### 4.1 Change in domain name registrar

A Holder is entitled to change to another domain name registrar and simultaneously retain the assigned Domain Name. The Domain Name Registrar shall ensure that the Holder is informed about this right and that it is clearly stated in the agreement between the Holder and the Domain Name Registrar. The Domain Name Registrar shall within five Working Days and at no charge assist the Holder in changing to another domain name registrar.

#### **4.2 Management of Domain Name Subscription**

The Domain Name Registrar shall assist the Holder in meeting its obligations to Norid and shall provide the Holder with the assistance necessary for the Holder to apply for, use, extend and delete a Domain Name Subscription.

#### **4.3 Information**

The Domain Name Registrar shall annually inform the Holder regarding information that is registered in the Registry Service concerning the Holder's Domain Name Subscription administered by the Domain Name Registrar. The Domain Name Registrar shall assist the Holder with updating the information.

The Domain Name Registrar shall continuously update changes in the Registry Service when the Domain Name Registrar becomes aware of the changes.

#### **4.4 Domain Name Registrar acting beyond its authority**

The Domain Name Registrar is not entitled to delete or change a Domain Name or register a new Domain Name without authorisation from the Holder to do so.

#### **4.5 Domain Name Registrar's breach of its obligations to a Holder**

The Domain Name Registrar's breach of its obligations to a Holder under this Section 4 represents an independent breach of the Registrar Agreement.

### **5. FEES**

#### **5.1 Subscription Fee**

For each Domain Name subscription that Norid assigns or extends on the basis of the Domain Name Registrar's orders, the Domain Name Registrar shall pay a Subscription Fee to Norid. The amount of the Subscription Fee is laid down in the Regulations. Norid may decide that the Domain Name Registrar shall pay an amount on account to cover Subscription fees (invoicing in advance).

#### **5.2 Annual registrar fee**

If the Domain Name Registrar does not book or extend 100 Domain Name Subscriptions in the first full calendar year or in a later calendar year under Section (c) d, the Domain Name Registrar shall pay an annual registrar fee.

The annual registrar fee shall correspond to the difference between the sum of 100 Subscription Fees and the amount the Domain Name Registrar has actually paid in fees for ordered and extended Domain Name Subscriptions during the calendar year. The fee will be invoiced in arrears in January of the year after the calendar year in question.

#### **5.3 Payment location**

All fees shall be paid by bank transfer to the bank account designated by Norid.

#### **5.4 Interest on arrears etc.**

The fees in Section 5 fall due for payment at the times specified in the individual invoices. If a payment deadline has not been provided, the Domain Name Registrar shall pay the invoice amount 15 days after receiving the invoice.

The Domain Name Registrar shall pay the invoice according to the specifications provided in the invoice. Interest on arrears will accrue from the due date according to the rates applicable at any time in the Norwegian Act relating to Interest on Overdue Payments, etc.

Breaches of the payment obligation may result in recovery measures and breach of contract effects under Section 9.

#### **5.5 Change in fee level**

Norid may change the annual registrar fee in Section 5.2 with 30 days' notice under the provisions in Section 15.2.

Changes to the Holder Fee are governed by the Regulations. Norid shall notify the Domain Name Registrar at least two months before a new fee level enters into force.

## **6. NEW SYSTEMS, MODIFICATIONS AND UPDATES**

### **6.1 New systems**

Norid is entitled to implement new systems, services and software as a part of the Norid platform.

Norid is entitled to set conditions for the use of new systems, services and software that are made available pursuant to this section.

### **6.2 Norid's right to make changes to the Norid platform**

Norid is entitled to make ongoing changes to the Norid platform.

Norid is entitled to make ongoing updates to software included in the Norid platform.

Norid is entitled to make critical changes or repairs (for example, in the event of defects or unforeseen behaviour in software or configuration that may result in instability or unauthorised access to data and systems) immediately and at any time, 24 hours a day, without prior notice. Such changes may lead to service interruptions of a long duration for all or some domain name registrars. This also applies during investigations of matters that may result in a need to carry out critical changes.

Planned changes, ordinary maintenance and critical changes (including investigations mentioned in the preceding sentence) will not be regarded as a breach by Norid under Section 10. The same applies if Norid believes there is a need to block the Norid platform for a Domain Name Registrar on the basis of suspicion that the registrar is carrying out activity that is weakening or damaging the Norid platform, see 2.3.2.c.

### **6.3 Notification of changes**

Planned changes to the Norid platform that may result in long-lasting service interruptions for the registry Service shall be notified by Norid in advance. This also applies to planned changes that directly involve or may require changes in the Domain Name Registrar's systems and processes.

Ordinary maintenance that is expected to result in brief service interruptions for the Registry Service (such as upgrades, error corrections or introduction of new functionality) need not be notified.

Service interruptions as a result of unforeseen and critical events shall be notified as soon as feasible.

## **7. INTELLECTUAL PROPERTY RIGHTS**

### **7.1 Domain names**

Pursuant to an agreement with the international administrator of top-level domains, Norid is entitled to award, administer and register domain names under Norwegian top-level domains. Nothing in the Registrar Agreement or in the relationship between the Parties shall imply any transfer of rights to assign Domain Names according to this section.

### **7.2 The Norid platform and Norid's Data**

The Norid platform and the underlying Intellectual Property Rights to it are owned or controlled now and in the future by Norid. Nothing in this Registrar Agreement shall be interpreted as Norid transferring ownership to these Intellectual Property Rights.

Norid has exclusive ownership of Norid's Data from the time the information is registered at Norid.

### **7.3 Other Intellectual Property Rights**

Intellectual Property Rights owned by the Parties prior to and after the Agreement Date remain the Parties' property. The Registrar Agreement does not entail any transfer of such Intellectual Property Rights.

### **7.4 Improvements**

Norid owns all Improvements in the Norid platform, including all new Intellectual Property Rights, irrespective of who has paid for, created or directly or indirectly caused them.



## **8. WARRANTIES**

Norid warrants that Norid owns or controls the Norid platform.

Norid makes no other warranties or guarantees of any kind.

## **9. DOMAIN NAME REGISTRAR BREACH OF CONTRACT**

### **9.1 Ordinary breach of contract**

The Domain Name Registrar's breach of the Registrar Agreement constitutes ordinary breach of contract.

### **9.2 Material breach**

Breaches of the following provisions shall qualify as material breach under Section 9.6:

- Section 2.3
- Section 2.4.1: a, b, d, f, g or h
- Section 2.4.2

Material breach exists if the Domain Name Registrar materially disregards its obligations under the Registrar agreement, typically through repeated or gross breach of contract.

### **9.3 Consequences of ordinary breach of contract**

In the event of breach of contract on the part of the Domain Name Registrar, Norid is entitled to demand that the Domain Name Registrar fulfil the Registrar Agreement, suspend rights in Section 2.1, including blocking access to the Norid platform without liability for the Domain Name Registrar's costs, as well as claim damages for the loss Norid suffers as a result of the breach.

### **9.4 Failure to pay**

In the event of late payment of fees under Section 5.1 or Section 5.2, Norid may send notice of blocking. If the Domain Name Registrar has not paid the fees in their entirety by the expiry of the blocking deadline, Norid may without further notice block the Domain Name Registrar's ability to negotiate and extend Domain Name Subscriptions, see Section 2.1. In order to have the blockade discontinued, the Domain Name Registrar must pay Norid's claim in its entirety and an administrative fee of NOK 5,000.

In the event of late payment of fees under Section 5.1 or Section 5.2, Norid may initiate non-judicial and possibly judicial recovery as well, pursuant to Section 3a of the Norwegian Act relating to Interest on Overdue Payments, etc., the Norwegian Debt Collection Act and the Norwegian Enforcement Act.

### **9.5 Compensation for additional work**

If the Domain Name Registrar breaches the Registrar Agreement and this results in additional work for Norid with respect to one or more Holders, Norid is entitled to demand compensation for its direct costs. For example, this may involve additional work related to a lack of cooperation in change of registrar, erroneous deletion of domain names, erroneous transfer of domain names, failure to respond to enquiries and lack of contact information.

### **9.6 Consequences of material breach of contract**

If the Domain Name Registrar materially breaches the Registrar Agreement, in addition to the measures mentioned in Sections 9.3 to 9.5, Norid shall be entitled to terminate the Registrar Agreement with immediate effect without any obligation to refund fees.

## **10. NORID'S BREACH OF CONTRACT AND LIMITATION OF LIABILITY**

### **10.1 Consequences of Norid's breach of contract**

The Domain Name Registrar is entitled to terminate the Registrar Agreement with 15 days' notice if Norid materially breaches the Registrar Agreement.

The Domain Name Registrar is entitled to compensation in the event of Norid's material breach for its expected financial loss, provided that the loss is caused intentionally or through gross negligence by Norid's personnel.

## **10.2 Limitation of Norid's liability**

Other than what is stated in Section 10.1, Norid shall not be liable for compensation for breach of contract, either pursuant to the Registrar Agreement or contract law or tort law rules.

Norid is nevertheless not liable for downtime as a result of:

- (a) planned or ordinary maintenance, upgrading, etc.;
- (b) hacking, power outage or another external circumstance over which Norid has no control; or
- (c) critical changes (for example, in the event of defects or unforeseen behaviour in software or configuration that may result in instability or unauthorised access to data and systems).

Norid is not liable for indirect losses such as lost production, lost revenue, lost sales, loss of expected cost savings and losses arising at a third party.

Norid's liability for compensation is limited to NOK [=] for all loss occurrences that arise with respect to a Registrar in a calendar year.

## **11. DURATION AND TERMINATION**

### **11.1 Duration**

The Registrar Agreement runs until one of the Parties sends notice of termination to the other Party.

### **11.2 Termination**

The Domain Name Registrar and Norid may each terminate the Registrar Agreement with thirty (30) days' prior notice, calculated from the 1st of the following calendar month.

Each Party is entitled to terminate the Registrar Agreement with immediate effect if

- (a) the other Party is put into bankruptcy, made subject to public debt settlement proceedings or in another way is declared unable to meet its contractual obligations; or
- (b) the other Party is unable to fulfil its obligations under the Registrar Agreement, and the breach of contract has continued for more than 30 calendar days without the breaching Party having succeeded in rectifying the matter.

Norid may also terminate the Registrar Agreement with immediate effect under Section 9.6. When Norid is entitled to terminate the Registrar Agreement with immediate effect, Norid has no obligation to refund fees.

### **11.3 Effect of termination**

With the exception of the provisions in Sections 14.3, 14.7 and 14.8, from the point in time the Registrar Agreement ceases the Parties' rights and obligations shall cease.

## **12. NOTICE**

### **12.1 Electronic communication**

Communication between the Parties shall primarily occur through the use of e-mail. The Domain Name Registrar shall designate a Primary Contact with a registered e-mail address as specified in Section 2.4.2.

## **13. VERIFICATION**

### **13.1 Monitoring**

Norid is entitled to check that the Domain Name Registrar is complying with the Registrar Agreement. Norid will itself choose the method for carrying out checks. Norid is entitled to access to all types of documentation related to the Domain Name Registrar's activities for the top-level domain no. The Domain Name Registrar shall assist in obtaining requested documentation.

If the Domain Name Registrar does not meet the requirements in the Registrar Agreement, or if an Authorised Person or other person behaves contrary to the Registrar Agreement or guidelines issued by Norid, Norid may demand a meeting with the Domain Name Registrar to discuss the matter.

## **14. OTHER PROVISIONS**

### **14.1 Agreement with laws**

The Parties shall conduct their activities in line with the legislation applicable at any time.

### **14.2 Agreement transfer and company changes**

The Domain Name Registrar is not entitled to transfer all or parts of the Registrar Agreement to another legal entity without consent from Norid. The same applies in the event of a merger, demerger or undertaking transfer in which all or parts of the Domain Name Registrar's operations are transferred to another legal entity.

### **14.3 Confidentiality**

Information provided by Norid and marked confidential, secret or exempt from public disclosure shall be treated confidentially ("Confidential Information") and securely and stored in locked files. Electronically stored Confidential Information shall be inaccessible to unauthorised persons. Irrespective of what is stated in the first sentence, technology, source code, Intellectual Property Rights and technical information to which the Domain Name Registrar gains access under this Registrar Agreement shall be treated as Confidential Information by the Domain Name Registrar.

The Domain Name Registrar shall not share or disclose Confidential Information to any third party without prior written consent from Norid. Neither shall the Domain Name Registrar use it for any purpose other than the one for which it was provided, unless such Confidential Information: (i) is already known at the time the information was received, (ii) has been received from a third party in a lawful manner, or (iii) is required by statute, government regulation or other decree from a public authority.

Norid shall be entitled to demand that the Domain Name Registrar immediately return or destroy the Confidential Information.

The duty to maintain confidentiality under this section shall continue for ten (10) years after cessation of the registrar Agreement.

### **14.4 Relationship between the Parties**

This Registrar Agreement does not create any joint venture, organisation or company, nor does it identify the Parties with each other with respect to third parties.

### **14.5 Force Majeure**

Should an extraordinary situation arise which is beyond the Parties' control which makes it impossible or extremely difficult to a Party to fulfil its obligations under the Registrar Agreement ("Force Majeure"), the Party affected shall inform the other Party of this as soon as it is feasible. Force Majeure shall include war, strikes, lockouts, insurrections, epidemics, pandemics, natural catastrophes and other occurrences which to a substantial degree affect the top-level domain no. The obligations of the affected Party shall be suspended as long as Force Majeure reigns.

The Parties shall keep each other fully informed about the actual and expected effects of Force Majeure, the measures the Party takes to reduce the effect of Force Majeure and the anticipated duration of the Force Majeure event.

When a Force Majeure event has occurred, the other Party may terminate the Registrar Agreement (i) with consent from the affected Party or (ii) if the Force Majeure impediment continues or is expected to continue for more than ninety (90) calendar days from the date the situation arose, and in that event only with fifteen (15) calendar days' notice. Each of the Parties shall cover its own costs related to ending the Registrar Agreement. Neither of the Parties is entitled to lodge a claim against the other Party as a consequence of the termination of the Registrar Agreement in accordance with this section.

#### **14.6 Invalid terms**

If one or more section in the Registrar Agreement are declared invalid under mandatory legal rules, the section in question shall be regarded as not being a part of the registrar agreement. The Parties shall negotiate to a reasonable extent on introducing a new provision with the same purpose and function. All other provisions will remain unaltered as a result of an agreed change under this Section 14.6.

#### **14.7 Choice of law**

The Registrar agreement is subject to Norwegian law.

#### **14.8 Disputes and venue**

If the Parties do not come to an amicable resolution through negotiations, disputes under the Registrar Agreement shall be resolved by the Norwegian general courts with Trondheim District court as venue.

### **15. AMENDMENTS TO THE AGREEMENT**

#### **15.1 The Parties' right to amendments**

The Parties may agree to amend the Registrar Agreement. Amendments shall be made in writing in a separate supplementary agreement.

#### **15.2 Norid's right to unilateral amendments**

Norid is entitled to amend the Registrar Agreement according to a specific procedure stated in this Section 15.2.

Norid shall send notice of amendment of the Registrar Agreement to the Domain Name Registrar with information about what is to be amended, as well as a copy of the consolidated agreement text that is to replace the current agreement text. For changes in the annual registrar fee, Norid is not obliged to send a consolidated agreement text. The Domain Name Registrar shall have a deadline of 30 days to respond to the notice from Norid.

If the Domain Name Registrar consents in writing (on paper or electronically) or remains passive, the new agreement text shall apply from the expiry of the 30-day deadline.

If the Domain Name Registrar objects to the change before the expiry of the 30-day deadline, Norid shall be entitled to terminate the Registrar Agreement in accordance with Section 11.2.

### **16. RELATIONSHIP TO THE REGULATIONS**

#### **16.1 Regulations**

The Parties shall exercise their rights and obligations under the Registrar Agreement in accordance with the provisions in the regulations as they appear at any time.

### **17. TRANSITIONAL PROVISIONS**

The contract clauses regarding payment obligation in Section 5.4, third section and Section 9.4 shall not apply as long as the Subscription Fee and the Yearly Registrar Fee is payed in advance, ref Section 5.1. Untill a change in payment method is introduced by Norid, the provisions in the former Registrar Agreement Section 3.5 third and fourth section, shall apply between the parties.