



The translation of the registrar agreement is for information only. The registrar agreement that is signed and entered into by the Registrar and Norid is in Norwegian.

NORID'S REGISTRAR AGREEMENT

Norid AS is a private 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. Domain Names are awarded on the basis of private law and do not involve the exercise of official authority.

Upon signing the agreement, the enterprise ("the Registrar") and Norid enter into an agreement ("the Registrar Agreement") granting the Registrar a non-exclusive and time-limited right to market, trade and extend Domain Name Subscriptions with Subscribers.

Norid and the Registrar are each referred to individually as "a Party" and together as "the Parties".

1. Definitions

"Subscriber"

means a natural person or legal entity that has entered into an agreement with Norid on the right to use a Domain Name.

"Subscription Agreement"

means the legal relationship between Norid and a Subscriber, including agreement, applicant's declaration, the Domain Name Policy applicable at any time and associated rules for dispute resolution.

"Subscription Fee"

Norid's fee for establishing or extending a Domain Name Subscription. The Subscription Fee amount is laid down in the Domain Name Policy.

"Admin User"

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

"Authorised Person"

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

"Agreement Date"

means the date Norid signs the Registrar Agreement.

"Domain Name Subscription"

means a time-limited exclusive right of use for a Domain Name that Norid has assigned to a Subscriber.

"Domain Name"

means a name included in the global domain name system and assigned by Norid.



“Force Majeure”

means an extraordinary situation that is beyond the Parties' control, and that makes it impossible or extremely difficult for a Party to fulfil its obligations under the Registrar Agreement. Force Majeure includes war, strikes, lockouts, insurrections, epidemics, pandemics, natural catastrophes and other occurrences that affect the top-level domain .no to a substantial degree.

“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, databases, calculations, documents, drawings, sketches, specifications, equipment, algorithms, heuristics, software and source code.

“Distinctive Marks”

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

“Confidential Information”

means information provided by Norid and information that is marked confidential, secret or exempt from public disclosure.

“Assistants”

means subcontractors, resellers or other third parties that the Registrar uses to perform tasks and fulfil its obligations under the Registrar Agreement.

“Norid's Data”

means all information and all data available at any time in the Norid platform, including information that the Registrar enters and registers in the Norid platform on behalf of Subscribers.

“The Norid Platform”

means the Registry Service, Norid's Support Systems and Norid's System for Access Management that the Registrar gains access to from and including the Agreement Date.

“Norid's Support Systems”

means the look-up service for registrars, closed website with information about the Registrar's portfolio, and other systems, software, services or solutions that Norid chooses to make available to the Registrar. The EPP client software that Norid has developed is not included in Norid's Support Systems.

“Norid's System for Access Management”

means the system in which the Registrar administers its accesses to the Norid platform, according to Norid's guidelines.

“Primary Contact”

means the Registrar's contact person for Norid. In other words, a natural person to whom Norid can direct enquiries regarding the Registrar Agreement and the 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 Domain Name Policy”

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 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 Registrar is granted the following rights:

- a) A non-exclusive right to administer all aspects of a Domain Name Subscription on behalf of Subscribers who have entered into an agreement with the Registrar. This includes, but is not limited to, applying for, ordering, managing, extending and deleting Domain Name Subscriptions. Upon request from a Subscriber, the Registrar may take over the management of the Subscriber’s Domain Name Subscription from other 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; and
- 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 the **“Registrar’s Rights”**.

2.2 Acceptable use

The Registrar shall follow the guidelines applicable at any one time for acceptable use of the Norid platform. These guidelines have been 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 Registrar of any changes made to the guidelines.

2.3 Limitations

2.3.1 General limitations

The Registrar is acting in its own name and at its own risk and expense. Norid shall not be liable under any circumstance for the Registrar’s actions, and Norid shall not be regarded as the Registrar’s contract facilitator. If the Registrar uses Assistants, all acts and omissions on the part of the Assistant shall be considered to have been carried out by the Registrar.



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

- a) change, adapt, translate, copy, disassemble, 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 develop 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 Registrar has access to Norid's Data through the Norid platform. Norid's Data shall only be used to service the Registrar's own customers. All other uses of Norid's Data that are not necessary for fulfilling this Registrar Agreement require consent from Norid. The 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, or use information (i) about Subscribers who are not customers of the Registrar, i.e. who have not asked the Registrar to order or manage the Domain Name Subscription for the Subscriber, (ii) about Subscribers who are no longer customers of the Registrar, or (iii) in the Norid platform that does not involve the Registrar's own customers, irrespective of the type, nature or scope; or
- b) transfer, translate, process or in any way use Norid's Data that the Registrar has obtained contrary to Section 2.3. This includes, but is not limited to, using Norid's Data to contact competing Registrars' Subscribers for the purpose of taking over the Subscriber or its Domain Name Subscription.

2.4 Requirements for the Registrar

2.4.1 General requirements for being a Registrar

- a) The Registrar shall be a legal entity registered in the Norwegian Register of Business Enterprises or an equivalent register for registering legal entities.
- b) The Registrar shall endeavour to order or extend at least 100 Domain Name Subscriptions each calendar year. This does not apply to the calendar year that the Registrar enters into the Registrar Agreement.
- c) If the Registrar uses Assistants, the Registrar shall maintain a record of them. At Norid's request, the 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.



- d) The Registrar is itself responsible for the integration of its own business processes with the Norid platform, including choice of software in order to communicate with Norid's systems. If the 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.
- e) The Registrar shall comply with the requirements applicable at any one time for IT and information security that are customary in the industry. Norid is entitled to introduce additional security requirements.

2.4.2 Roles and access management

The Registrar shall designate a person as Primary Contact. Unless otherwise agreed, communication between the Parties shall be carried out electronically and between the Primary Contact and Norid, see Section 12.1. 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 that the Primary Contact received the message from Norid. A message from Norid will be regarded as received by the Registrar when the message has been sent to the Primary Contact's e-mail address.

The Registrar shall designate at least one person as an Admin User. Norid provides Admin Users with personal user access to Norid's System for Access Management.

The Registrar shall keep a record of which persons and systems have access to the Norid platform. Except for Assistants, access information (such as usernames and passwords) for the systems in the Norid platform shall not be disclosed to other persons outside the Registrar's organisation without prior written consent from Norid. This also includes persons at subsidiaries, other companies in the Registrar's corporate group, and other associated companies and third parties.

The 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 Registrar.

The Registrar is responsible for all actions carried out with the access the Registrar has provided.

The 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 if, for example, the Registrar makes many errors, it has been a long time since the Registrar's Authorised Person took the registrar test, the registrar test has been updated, or due to similar circumstances.

2.4.3 Duty to notify regarding security breaches, faults and non-conformances

- a) The Registrar shall immediately notify Norid of any 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 was exposed, and measures that will be taken to avoid such situations in the future.
- b) The Registrar shall immediately notify Norid if the Registrar discovers any faults or non-conformances in Norid's systems. The duty to notify does not apply if the faults or non-conformances may be considered to have little significance for Norid's systems and their use.



2.4.4 Forwarding of messages from Norid

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

3. Marketing, registration and administration

3.1 Marketing and trading

Marketing and trading 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 Registrar shall assist customers of the Registrar who are or wish to become Subscribers by applying for a Domain Name.

Before the Registrar trades a Domain Name Subscription to a Subscriber, the Registrar shall inform the potential Subscriber that:

- a) Assignment of a Domain Name Subscription is subject to the Domain Name Policy applicable at any one time, and
- b) The Subscriber must enter into a separate Subscription Agreement with Norid.

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

The Registrar shall submit a completed application for a Domain Name Subscription as well as a confirmation that the Subscriber 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 Domain Name Policy have been met, Norid will assign the Domain Name and the Subscriber 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 entered into from the same point in time.

The Subscriber may request an extension of the Domain Name Subscription for one or more Domain Names. The Registrar shall then order an extension of the Domain Name Subscription. The Registrar shall inform the Subscriber that such an order for the extension of the Domain Name Subscription will involve an acceptance of the Domain Name Policy applicable at any one time as well as the Subscription Agreement as these exist at the time of the extension.

If two Subscribers 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 Subscriber. The rules for ordering Domain Name Subscriptions at that point in time similarly apply.

3.3 Administration of the Domain Name Subscription

The Registrar shall know who the Subscriber is at all times, and shall be able to verify who the Subscriber is at the request of Norid. 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 Subscriber

4.1 Change of Registrar

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

4.2 Management of the Domain Name Subscription

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

4.3 Information

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

The Registrar shall continuously update changes to the information about a Domain Name Subscriber in the Registry Service once the Registrar becomes aware of these changes.

4.4 In the event the Registrar acts beyond its authority

The Registrar is not entitled to delete or change a Domain Name Subscription, or apply for a new Domain Name without authorisation from the Subscriber to do so.

4.5 In the event the Registrar breaches its obligations to a Subscriber

The Registrar's breach of its obligations to a Subscriber 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 Registrar's orders, the Registrar shall pay a Subscription Fee to Norid. Norid may decide that the Registrar shall submit a payment on account to cover Subscription Fees and the annual registrar fee (invoicing in advance).

5.2 Annual registrar fee

If the Registrar does not order or extend 100 Domain Name Subscriptions in the first full calendar year or in a later calendar year under Section 2.4.1 b, the 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 that the 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 the 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 are due for payment at the times specified in the individual invoices. If a payment deadline has not been provided, the Registrar shall pay the invoice amount within 15 days after receiving the invoice.

The 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 remedies for breach of contract 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 Subscriber Fee are governed by the Domain Name Policy. Norid shall notify the 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 the 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 the software or configuration that may result in instability or unauthorised access to data and systems) immediately and at any time, without prior notice. Such changes or repairs may lead to longer durations of service interruptions for all or some Registrars. Necessary investigations are on equal terms with critical changes or repairs in this regard.

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 Registrar on the basis of suspicion that the registrar is carrying out activity that is weakening or damaging the Norid platform, see Section 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 to the Registrar's systems and processes.



Ordinary maintenance that is expected to result in a brief service interruptions for the Registry Service (such as upgrades, error corrections or the 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 Parties' 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.

7.3 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 of these Intellectual Property Rights.

Norid owns all modifications, updates and changes to the Norid platform, including all new Intellectual Property Rights, irrespective of who has paid for, created, or directly or indirectly caused them.

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

8. Warranties

Norid warrants that Norid owns or controls the Norid platform. Norid makes no other warranties or guarantees of any kind.

9. Registrar's breach of contract

9.1 Ordinary breach of contract

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

9.2 Material breach

Breaches of the following provisions shall qualify as a material breach under Section 9.6: Section 2.3
Section 2.4.1: a, c or e Section 2.4.2
Section 2.4.3: a

A material breach exists if the 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 a breach of contract on the part of the Registrar, Norid is entitled to demand that the Registrar fulfils the Registrar Agreement, as well as to suspend the rights assigned in Section 2.1, including blocking access to the Norid platform without liability for the Registrar's costs, and to claim damages for any loss Norid suffers as a result of the breach.

9.4 Consequences of defaulting on payment of contract

In the event of delayed payment of fees under Section 5.1 or Section 5.2, Norid may send written notice of blocking the access to the Norid platform. Notice may be included in a reminder. If the Registrar has not paid the fees in their entirety by the expiry of the deadline in the notice, Norid may without further notice block the Registrar's ability to order and extend Domain Name Subscriptions without liability for the Registrar's costs. In order to have access restored, the 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 also initiate non-judicial and possibly judicial recovery, 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 Registrar breaches the Registrar Agreement and this results in additional work for Norid with respect to one or more Subscribers, 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, and erroneous transfer of domain names. Norid shall notify the Registrar in writing before the work is started. Norid is only entitled to be compensated for necessary documented costs.

9.6 Consequences of material breach of contract

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

The 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 on the part of Norid.

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 Norwegian contract law or tort law rules.

Furthermore, Norid is 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, or losses arising at a third party.

11. Duration and termination

11.1 Duration

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

11.2 Termination

The 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 declared bankrupt, 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. In the event 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 also cease.

12. Notice

12.1 Electronic communication

Communication between the Parties shall primarily occur through e-mail. The 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 Registrar is complying with the Registrar Agreement. Norid itself will choose the method for carrying out checks. Norid is entitled to access to all types of documentation related to the Registrar's activities for the top-level domain .no. The Registrar shall assist in obtaining the requested documentation.

If the 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 Registrar to discuss the matter.



14. Other provisions

14.1 Compliance with laws

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

14.2 Agreement transfer and company changes

The 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 or demerger, or a transfer in which all or parts of the Registrar's operations are transferred to another legal entity.

14.3 Confidentiality

Confidential Information shall be treated confidentially, securely and stored in locked files. Electronically stored Confidential Information shall be inaccessible to unauthorised persons.

The Registrar shall not share or disclose Confidential Information to any third party without prior written consent from Norid. Neither shall the Registrar use it for any purpose other than the one for which it was provided, unless such Confidential Information: (i) is already known to the party in question 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 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 a Force Majeure event arise, the Party affected shall inform the other Party of this as soon as feasible. The obligations of the affected Party shall be suspended for the duration of the Force Majeure event.

The Parties shall keep each other fully informed about the actual and expected effects of the Force Majeure, the measures the Party takes to reduce the effect of the 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 the mandatory rule of law, 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 the legal 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 any amendments to the Registrar Agreement to the 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 Registrar shall have a deadline of thirty (30) days to respond to the notice from Norid.

If the 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 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 Domain Name Policy

16.1 The Domain Name Policy

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

17. Transition provision

The provisions on failure to pay in Section 5.4, third paragraph, and Section 9.4 do not apply when the Subscription fee and the annual registrar fee are invoiced in advance, see Section 5.1. Instead, the third and fourth paragraphs of Section 3.5 in the registrar agreement, which were replaced by this Registrar Agreement, will apply.