REGISTRY - REGISTRAR AGREEMENT

1 THE PARTIES

1.1 Stiftelsen för Internetinfrastruktur / Foundation for Internet Infrastructure, Corporate Identity No. 802405-0190, Box 7399, 103 91 STOCKHOLM.

1.2 [THE COMPANY'S/ORGANISATION'S NAME], [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. An important element for addressing on the Internet is the system with domain names.

2.2 .SE is an independent public interest foundation that is listed in the IANA database of country code top-level domains (ccTLD Database) as a Sponsoring Organisation 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).

2.3 .SE is responsible for, administers and manages the Domain Name Registry. An accredited Registrar is entitled to provide and receive payment for Registration Services via the technical user-interface that .SE provides from time to time.

2.4 The Registrar's employees have undergone .SE's Certified education, and the Registrar fulfils the requirements for accredited Registrars.

2.5 Satisfied Domain Owners, regardless of whether these are organisations or private individuals, are the primary and joint objectives of the parties.

2.6 Together, the parties shall work to develop the Internet in Sweden for the benefit of the users and the community in general. This requires long-term collaboration based on collective norms and values. In the long run, the parties will build up a capital of trust and credibility that will guarantee a high degree of ethical standards for business

interaction, between the parties as well as in relation to third parties, especially Domain Owners.

2.7 .SE's cooperation with the Registrar will be conducted and governed in accordance with the terms and conditions in this Agreement. All Registrars have identical agreements with .SE.

3 DEFINITIONS, ETC.

3.1 Definitions

3.1.1 **'Agreement'** refers to this agreement, including all appendices.

3.1.2 **'Agreement date'** refers to the date when the parties signed this Agreement.

3.1.3 **'Authorisation Code'** refers to the password that, where applicable, is created for the registered Domain Name.

3.1.4 **'Certified education'** refers to the Web-based programme that .SE provides. The Registrar's employees must complete the training with approved results before entering into this Agreement.

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".

3.1.7 **'Domain Name Registry'** refers to the register containing all the Domain Names under the top-level domain .se that is administered by .SE.

3.1.8 **'Domain Owner'** refers to the natural person or legal entity that is applying for or is registered as the owner of the Domain Name.

3.1.9 **'DS items'** refers to delegation items for DNSSEC.

3.1.10 **'Registrar'** refers to a commercial enterprise that has been accredited as a Registrar by .SE in accordance with this Agreement.

3.1.11 **'Registration Services'** refers to the services that the Registrar shall offer Domain Owners according to clause 6.1 below.

3.1.12 **'.SE'** refers to the Swedish Foundation for Internet Infrastructure / Stiftelsen för Internetinfrastruktur.

3.1.13 **'.SE-DNSSEC'** refers to .SE's service for DNSSEC where .SE undertakes to, where applicable, publish the DS items provided by the Domain Owner in the .se-zone.

3.1.14 **'Terms and Conditions of Registration'** refers to the terms and conditions that are provided by .SE, and that may be amended at any time by .SE, and that the Registrar undertakes to apply in relation to all Domain Owners. The current Terms and Regulations of Registration are shown in Appendix 2.

3.2 **Appendices**

The following appendices are integral to the Agreement.

Appendix 1. Accreditation requirements
Appendix 2. Terms and conditions relating to registration of .se domains, dated 9 March 2009.
Appendix 3. .SE's Policy Regarding Personal Integrity
Appendix 4. Prices and payment terms.

4 GENERAL

4.1 **Purpose of the Agreement**

Through entering into this Agreement, the Registrar becomes accredited, and is granted the right to, upon request from the Domain Owner, perform Registration Services in accordance with the terms and conditions in this Agreement. This Agreement does not entitle nor authorise the Registrar to administer the Domain Name Registry.

4.2 **Non-exclusive rights**

The rights that the Registrar are awarded according to this Agreement are non-exclusive and do not restrict .SE's right to accredit other Registrars or to provide Registration Services under its own name.

4.3   **.SE's trademark and distinguishing features**

The Registrar is only entitled to use .SE's special logotype for accredited Registrars, .SE's trademark and other distinguishing features in accordance with the prevailing written directives issued by .SE.

5   ACCREDITATION

5.1   **General requirements for Accreditation**

For the duration of the Agreement, the Registrar must satisfy .SE's general requirements for accreditation as stated in Appendix 1.

5.2   **Usage of the expression ".SE Accredited Registrar"**

After the Agreement Date, and for the duration of the Agreement, the Registrar may call itself ".SE Accredited Registrar" or other term indicated by .SE.

6   REGISTRATION SERVICES

6.1   The Registrar shall offer Domain Owners the following Registration Services, for which the Registrar is entitled to determine and charge a fee:

(i)   **New registration of Domain Names**

The Registrar undertakes, upon request from the Domain Owner, to make a new registration of a Domain Name under the top-level domain .se.

(ii)   **Renewal of Domain Names**

The Registrar undertakes, upon request from the Domain Owner, to renew the registration period for the Domain Owner's Domain Name.

(iii)   **Updating of contact information**

The Registrar undertakes, upon request from the Domain Owner, to update the contact information relating to the Domain Owner in accordance with clause 9.2 of this Agreement.

(iv)   **Administration of name servers**

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

(v)   **Assignment of Domain Names**

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

The Registrar shall promptly, and no later than five (5) working days from when the conditions for the assignment have been fulfilled, assign the Domain Name to a new Domain Owner.

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

(vi)   **Change of Registrar**

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

The surrendering Registrar shall, upon request from the Domain Owner, ensure that a unique Authorisation Code is created for the Domain Name that the Registrar administers on behalf of the Domain Owner. The surrendering Registrar shall promptly, but no later than five (5) working days after the request, provide the Domain Owner with the Authorisation Code. If the surrendering Registrar does not provide the Authorisation Code within five (5) working days, .SE is entitled to obtain the Authorisation Code and pass it on to the Domain Owner.

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

Before the Registrar is changed, the recipient Registrar shall inform the Domain Owner in cases where the change affects the Domain Owner's .SE-DNSSEC.

If the recipient Registrar does not provide the Domain Owner with the .SE-DNSSEC, the Registrar shall remove published DS items.

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

A fee for change of Registrar may only be charged by a recipient Registrar.

(vii) Deregistration of Domain Names

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

(viii) .SE-DNSSEC

The Registrar is entitled to provide .SE-DNSSEC for its Domain Owners. If the Registrar provides .SE-DNSSEC, the Registrar undertakes, upon request from the Domain Owner, to add, remove or change DS items provided.

.SE retains the right to change, remove or refrain from publishing DS items provided, if .SE is of the view that these cause, or may cause, serious operational disruption to .SE.

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

7 PERFORMANCE OF REGISTRATION SERVICES

7.1 The Registrar shall perform Registration Services via the technical interface and in accordance with the prevailing directives provided by .SE from time to time.

7.2 Unless specified otherwise in the Agreement, the Registrar shall only perform Registration Services upon the explicit request of the Domain Owner. The Registrar shall not perform the Registration Services requested by the Domain Owner unless the Domain Owner has approved the Terms and Conditions of Registration that apply between the Domain Owner and the Registrar. However, the Registrar is entitled to refuse to perform the requested Registration Service if the Domain Owner has not paid for this.

7.3 Before performing Registration Services, the Registrar shall verify that it is the Domain Owner that has requested the Registration Service. This shall be verified in accordance with .SE's prevailing directives.

7.4   When the Registrar has received a request from the Domain Owner to perform Registration Services, the Registrar shall promptly, but no later than five (5) working days after receiving a decision from .SE, confirm to the Domain Owner that the Registration Service has been performed or inform the Domain Owner that the Registration Service has not been performed due to impediments pertaining to the Terms and Conditions of Registration or some another reason.

8   RE-ENCODING OF INTERNATIONALISED DOMAIN NAMES

8.1   The Registrar shall, in accordance with .SE's instructions, re-encode the Domain Name chosen by the Domain Owner to a corresponding ACE-coded domain name. Only the re-encoded Domain Name shall be given via the technical interface that .SE notifies from time to time regarding Registration Services. The Registrar's re-encoding is not considered to constitute an impermissible change of the Domain Owner's information. .SE does not check that the ACE-coded domain name corresponds with the Domain Name chosen by the Domain Owner.

9   INFORMATION ABOUT THE DOMAIN OWNER

9.1   When a Domain Owner applies for a new registration of a Domain Name, the Registrar shall request the following information from the Domain Owner: full company name and contact person or, if a private individual, their first and last name, the corporate identity number/personal identification number, VAT registration number (only for foreign legal entities within the EU), address, city and postal code, telephone number, and e-mail address. The Registrar undertakes not to perform any Registration Services requested by the Domain Owner until the Domain Owner has provided this information.

9.2   For new registrations, the Registrar shall immediately submit the information to .SE that the Domain Owner has provided in accordance with clause 9.1. The Registrar shall ensure that .SE is notified of any changes in the Domain Owner's contact information.

9.3   The Registrar shall, in an appropriate manner, verify the accuracy of the information that the Domain Owner is obliged to provide according to clause 9.1. The Registrar is responsible for ensuring that information about Domain Owners sent to the Domain Name Registry is correct and up-to-date. The Registrar shall subsequently regularly monitor that this information is correct and up-to-date.

10   TERMS AND CONDITIONS FOR REGISTRATION

10.1   In the contractual relationship with the Domain Owner, the Registrar undertakes to apply the prevailing Terms and Conditions of Registration as provided by .SE. 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 .SE's website.

10.2   The Terms and Conditions of Registration applicable on the Agreement Date are shown in Appendix 2. The Registrar is not entitled 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 Owner.

11   DOCUMENTATION, ETC.

11.1   The Registrar shall document that every Domain Owner has approved the Terms and Conditions of Registration that apply at the time the Registration Service is performed. The Registrar shall, upon request from .SE, and without unreasonable delay, provide .SE with documentation that verifies that the Domain Owner has approved the Terms and Conditions of Registration.

11.2   The Registrar shall document all procedures applied when Registration Services are performed.

11.3   The Registrar shall file and store applicable agreements with Domain Owners relating to Registration Services, and other documents and electronic files relating to Registration Services, in a secure and orderly manner that provides an acceptable level of protection from the perspective of fire and security.

11.4   The Registrar shall ensure that back-up copies are regularly made of the information stated in clause 11.3. The back-ups shall be stored in a secure manner, kept separate, and otherwise in accordance with .SE's prevailing directives.

11.5   The Registrar shall retain the information stated in clause 11.3 for the duration of this Agreement, and the information shall be promptly provided to .SE upon request.

11.6   The Registrar shall, upon request from .SE, provide .SE with such information and documentation that .SE reasonably considers necessary in order to monitor the Registrar's compliance with this Agreement.

11.7   .SE is entitled, during ordinary office hours and after giving reasonable notice, to access to the Registrar's premises in order to examine the Registrar's compliance with this Agreement.

12   MANAGEMENT OF PERSONAL INFORMATION

12.1   The Registrar shall always act in a manner that conforms with .SE's policy regarding personal integrity (Appendix 3) and pay due consideration to the Domain Owner's personal integrity by only managing personal information in a manner that is consistent with the Swedish Personal Data Protection Act (1998:204) and the Swedish Top-level Domains Act (2006:24).

12.2   The Registrar shall take the appropriate technical and organisational measures in accordance with the requirements in the Personal Data Protection Act and in compliance with generally accepted practices in the market to protect the personal information managed.

13   INFORMATION AND UPDATES FROM .SE

13.1   The Registrar shall ensure that each Domain Owner is promptly provided with any information sent out by .SE to the Registrar and that .SE has explicitly stated is to be forwarded to the Domain Owner. This information is not covered by clause 14.5.

13.2   The Registrar shall promptly update its registers in accordance with .SE's directives.

14   GENERAL RULES OF APPROPRIATE CONDUCT

14.1   The Registrar may not, directly or indirectly, engage in 'warehousing' or trading of Domain Names. This means that neither the Registrar nor any individual or legal entity that could be regarded as a closely related party to the Registrar may sell and store previously registered Domain Names, nor may they apply for registration of a large number of Domain Names unless explicitly requested by the Domain Owner.

14.2   The Registrar may not, within its own business or as a part of a group of companies (or equivalent), engage in 'leasing', i.e. the registration of Domain Names on its own behalf, or that of a group company, where the Domain Name is subsequently leased or utilised in order to sell another service to the lessee. A relationship corresponding to that between group companies is considered to exist when a company or an individual owns or exercises a controlling interest over another company, directly or via one or more intermediate companies.

14.3   The Registrar may not overload .SE's network, prevent .SE from providing its services (for instance via Distributed Denial of Service [DDOS] attacks) or engage in any other acts that may threaten the operation or the stability of the .se zone.

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

14.5   A Registrar may not send out unsolicited commercial information via e-mail, ('spam'), or fax to Domain Owners, unless explicit consent has been obtained in advance from the Domain Owner.

14.6   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 Owners that are then performed by the Registrar via the technical interface that .SE notifies from time to time. The Registrar is wholly responsible, in relation to .SE, for the actions of sub-registrars relating to Domain Names and Registration Services.

15   SE'S UNDERTAKINGS

15.1   .SE shall, no later than five (5) working days from when the Registrar performed the Registration Services via the technical interface that .SE notifies from time to time, confirm to the Registrar whether the Registration Service has been performed in accordance with the request.

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

15.3   .SE undertakes to keep directives, procedures, documents and technical specifications available on .SE's website for Registrars.

15.4   When the technical interface is to be changed, .SE undertakes to inform the Registrar in good time before the change comes into effect.

15.5   .SE undertakes to provide a .SE logotype showing that the Registrar is an accredited Registrar. The Registrar may use the .SE logotype for the period that it is an accredited Registrar.

15.6   .SE shall provide the Certified education without cost to the Registrar.

15.7   .SE applies systematic security procedures in line with the requirements in the Swedish Top-level Domains Act (2006:24) relating to policy, responsibility and organisation.

15.8   Throughout the duration of the agreement, .SE shall take out necessary liability insurance for its business activity that covers .SE's undertakings according to this Agreement.

15.9   .SE undertakes to issue, manage and use encryption keys and signatures for .SE's signing of the .se-zone according to procedures and terms and conditions described in the prevailing .SE-DNSSEC Policy and Practice Statement (DPS, www.iis.se).

15.10   Where applicable, .SE undertakes to publish DS items given by the Domain Owner in the .se-zone together with other information pertaining to the Domain Name. However, .SE retains the right to refrain from publishing the given DS items if .SE is of the view that these cause or may cause .SE serious operational disruptions.

16   PRICES AND PAYMENT TERMS

16.1   The prices and payment terms are shown in Appendix 4.

16.2   From time to time, .SE may change the prices and payment terms shown in Appendix 4, and shall inform the Registrar about any changes at least thirty (30) days before the new prices 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 .SE 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 (10) times the base amount according to the Swedish Social Insurance Act (1962:381). .SE may submit a claim according to the above only if .SE has notified the Registrar no later than thirty (30) days after .SE has become aware of or should have become aware of the basis for the claim.

17.2 .SE shall compensate such direct damage that .SE causes to the Registrar as a result of violation of this Agreement, but the amount is limited to an amount corresponding to three (3) times the base amount according to the Swedish Social Insurance Act (1962:381). The Registrar may submit a claim according to the above only if the Registrar has notified .SE no later than thirty (30) days after the Registrar has become aware of or should have become aware of the basis for the claim.

17.3 The limitation to liability as described in clauses 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 .SE is of the view that the Registrar has failed to fulfil its obligations according to the Agreement, .SE may issue a warning and request that the Registrar take corrective action. If the Registrar has not rectified the situation within thirty (30) days, .SE is entitled to suspend the Registrar in accordance with clause 18.2 or terminate the Agreement with immediate effect in accordance with clause 18.3.

18.2 **Suspension**

If .SE is of the view that the Registrar has seriously failed to fulfil its obligations according to the Agreement, or does not take corrective action to rectify the situation after receiving a warning in accordance with clause 18.1, .SE may suspend the Registrar from registering new Domain Names for a period of up to thirty (30) days. If the Registrar has not taken corrective action within these thirty (30) days, .SE is entitled to terminate the Agreement with immediate effect in accordance with clause 18.3.

18.3 **Termination**

.SE has the right to terminate the Agreement with immediate effect if:

(i)   The Registrar does not take corrective action according to the provisions in clause 18.1 and/or 18.2;

(ii)   The Registrar seriously neglects its undertakings according to this Agreement. An outstanding warning or suspension does not prevent .SE from terminating the Agreement according to this provision.

19   CESSATION OF REGISTRAR AGREEMENT

19.1   On cessation of this Agreement, the Registrar shall immediately provide .SE, and/or another party that .SE indicates, the information shown in clause 11.3 and, upon request from .SE, all other information relating to the Domain Owners 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)   .SE becomes the temporary Registrar for a period of three (3) months (the 'Protective Period') from the date on which the Agreement ceases.

(ii)   The Domain Owner shall choose a new Registrar during the Protective Period.

(iii)   If the Domain Owner fails to choose a new Registrar during the Protective Period, .SE's registrar, .SE Direkt, automatically becomes the normal Registrar. As normal Registrar, .SE Direkt is entitled to charge fees according to the applicable price list, and .SE Direkt's other terms and conditions will be applicable between the parties (see www.iis.se).

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, such as lightning strikes, labour conflicts, fires, expropriation or decisions of governmental authorities, or problems or delays in services from sub-suppliers due to a circumstance that has been stated 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 one (1) month 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   .SE has the unilateral right to alter the terms and conditions in this Agreement from time to time.

21.2   .SE shall notify the Registrar regarding every change as described above at least one (1) month prior to it coming into effect. 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**

.SE is entitled to assign its rights and obligations according to this Agreement, and .SE shall inform the Registrar of such assignment. The Registrar is only entitled to assign its rights and obligations according to this Agreement to another accredited Registrar.

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. The parties shall sign the e-mail electronically according to the technical standard that .SE notifies from time to time. Each party is responsible for immediately notifying any address changes to the other party. Written communication shall be considered to have reached the recipient inside Sweden within three (3) calendar days of being sent and, for recipients outside Sweden, ten (10) calendar days from when it was sent.

24   **FULL AND COMPLETE REGULATION**

This Agreement constitutes the parties' full and complete regulation of all matters concerning the Agreement.

25   **HEADINGS**

The subdivision of this Agreement into different sections, and the headings assigned to them, shall not influence the interpretation of this Agreement.

26   CONFLICTING INFORMATION

If any information or provisions in the appendices conflicts with information or provisions in the Agreement, the provisions in the Agreement shall take precedence. Appendices apply in numerical order.

27   CESSATION OF AGENT AGREEMENT

If there is an applicable agent agreement between the Registrar and .SE, the agent agreement ceases to apply between the parties when this Agreement comes into effect.

28   DURATION OF THE AGREEMENT

28.1   The Agreement comes into effect on the date it is signed by both parties and applies until further notice, but no sooner than the time when .SE switches to a new Registry-Registrar model that is planned to come into effect on 9 March 2009.

28.2   Either party is entitled to terminate the Agreement in writing with a period of notice of three (3) months, calculated from the date on which the notice of termination is sent.

29   DISPUTES

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

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This Agreement has been prepared in two (2) identical copies, with each party taking one copy.

City and date   City and date

_____   _____

Foundation for Internet Infrastructure   [Registrar]