



DNS service agreement

WHEREAS, Frobbit!, a Swedish limited company, is in the business of domain name registration and DNS/web/mail hosting services

WHEREAS Frobbit! has deployed server capacity to provide authoritative DNS service for DNS zones utilizing anycast and unicast technology and thereby provide reliable and robust DNS service to the domain name holder.

WHEREAS, by this Agreement, Frobbit! offers domain name holders to reliable DNS Services as defined in this Agreement and according to the terms of this Agreement.

DEFINITIONS

Anycast Node shall mean a physical location on the Internet where Frobbit! has located one or more Authoritative DNS Name Servers.

Authoritative DNS shall mean a name server located on the Internet that provides so-called Name Server authoritative DNS name service for one or more DNS Zones.

DNS Anycast shall mean an Internet distribution technology where the same DNS service is Name Service provided by multiple Anycast Nodes located in disjunctive parts of the Internet without the service being dependent upon any individual server.

DNS Unicast shall mean an Internet distribution technology where the DNS service is Name Service provided from a single location on the Internet.

DNS Zone shall mean a unit of DNS data under domain name holder single administrative control, provided to Frobbit! by the domain name holder.

Primary DNS shall mean the DNS server where the DNS zone is updated, from which the zone is transferred to the authoritative DNS.

Secondary DNS shall mean the DNS server(s) that fetch the DNS zone from the Primary Master.

Standard Business Hours shall mean Frobbit! s normal business hours (09.00 a.m. – 05.00 p.m.) local time, every day excluding Saturdays, Sundays and Swedish national holidays.

Service / Services shall mean the Frobbit! Secondary DNS (Authoritative DNS Name Services), comprised of either or both Anycast Name Services and Unicast Name Services, Primary DNS and/or other Services provided by Frobbit! from time to time.

Zone file shall mean and refer to the data that contain the information necessary (the DNS zone) to support the authoritative DNS service provided by Frobbit!.

SERVICES

Frobbit! will provide DNS Name Service for the at any time agreed upon DNS Zone / DNS Zones. The Service can be Primary and Secondary DNS or only Secondary DNS. It can also be Anycast, Unicast or both. This may or may not include operations and monitoring of the Authoritative DNS Name Servers which makes up the DNS Name Service, monitoring of DNS Zone transfers and query loads. For DNS Anycast Name Service, multiple DNS Name Servers in different locations will have the same IP address.

Any new DNS Services that may be offered by Frobbit! shall be considered as a Service covered by this Agreement.

Frobbit! may delete any Service in case the service is not payed for in advance of expire date. Expire date is coordinated with expire date of relevant domain name.

Domain name holder may cancel any service at any time, prepayed fees are not refundable.

The price of the Services is at any time to be found on <https://www.frobbit.se/>

Fees are invoiced yearly, at the same time as renewal of corresponding domain name is invoiced. Payment is invoiced for the coming 12 months unless other agreed through separate agreement.

In the event of a malfunction of the Service, the domain name holder can inform Frobbit! by sending email to info@frobbit.se

Frobbit! is responsible for distributing the Zone files as they are received from domain name holder. Either from a Primary DNS hosted by the domain name holder (when Frobbit! only provide Secondary DNS) or hosted by Frobbit! (when Frobbit! provides Primary DNS).

The domain name holder is responsible for the Zone File and the data contained within it, and all updates or changes made to it.

Frobbit! is responsible for ensuring that the domain name holder has access to the web management interface where the zone file can be edited in the case Primary DNS is the service.

The domain name holder is responsible for ensuring that zone transfer is possible from the Primary DNS by Frobbit! in the case Secondary DNS is the service.

Frobbit! acknowledges that the data contained in the Zone file is and shall remain the property of the domain name holder.

Frobbit! reserves the right to discontinue Service for a particular zone that for reasons unknown attract such a high volume of traffic, on multiple occasions, that there is a risk of negatively affecting other customers.

In such a case the domain name holder is required to ensure that the delegation information for the involved zone or zones is updated to no longer list Frobbit! name servers as authoritative for these zones. Should the domain name holder fail to update the delegation information for 24 hours after being notified by Frobbit!, Frobbit! is entitled to charge the domain name holder for the actual costs.

Frobbit! takes no responsibility for the information transferred or received under this Agreement. The domain name holder is fully liable in regard to any and all claim any third parties against Frobbit! due to such information and / or the use of such information. It is understood that Frobbit! does not control any data contained in the Zone File or any updates or changes to such data.

Frobbit! does not guarantee that the information transferred under this Agreement is correct or in every aspect up to date, or that the transfer does not infringe upon any third parties' intellectual property rights or any other right. Frobbit! is not obligated to compensate the domain name holder or any third party for damages, direct, indirect, incidental, consequential or other, which can in any way be related to the information provided through the Service.

The domain name holder shall hold Frobbit! harmless in respect of any claims from any other third party based on Frobbit!'s provision of the Services according to this Agreement.

Notwithstanding the limitation of liability stipulated above, the domain name holder is obligated to fully indemnify Frobbit! in respect of any claims from any third party based on the domain name holder use of information provided through the Service, provided that the third party's claim is not caused by breach of contract or negligence on Frobbit!'s side, and provided that the domain name holder is given control over the settlement and defense of such claim.

The domain name holder is responsible for ensuring that the delegation entries in the parent zone are updated. In the case Frobbit! is the registrar, the delegation is controlled via the web interface Frobbit! provides.

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement, other than for delay or failure to pay money, to the extent that such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, governmental requirements, civil and military authority, Act of God, civil unrest, inability to secure materials or labour or any other causes beyond such Party's reasonable control.

This Agreement shall be governed by Swedish law.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered at the Arbitration Institute of the Stockholm Chamber of Commerce (SCC Institute).

Where the amount in dispute does not exceed EUR 10 000 the SCC Institute's Rules for Expedited Arbitrations shall apply. Where the amount in dispute exceeds EUR 10 000 the Rules of the SCC Institute shall apply.

Where the amount in dispute exceeds EUR 10 000 but not EUR 100 000, the Arbitral Tribunal shall be composed of a sole arbitrator. Where the amount in dispute exceeds EUR 100 000 the Arbitral Tribunal shall be composed of three arbitrators. The amount in dispute includes the Claimant's claims in the Request for Arbitration and any counterclaims in the Respondent's reply to the Request for Arbitration.

The language of the proceeding shall be English.

All relevant contact information is specified on <https://www.frobbit.se/>

SERVICES PROVIDED

This agreement covers a set of different Services for DNS zones. Each zone is at any time associated with one Service. The domain name holder is free to add and remove zones from Services at any time. The domain name holder is also free to change from one Service to another for an existing zone as needed.

Full and current specifications on the services provided by Frobbit! is at any time to be found at <https://www.frobbit.se/>

Each Anycast Node will be provisioned to have a capacity of at least 5 times the average maximum query rate ("AMQPS") at each Anycast Node. The AMQPS is defined as the top value of 95% of all 2 hour queries –per second sample intervals measured over a monthly period.

The response time for UDP and TCP traffic at each Anycast Node will be less than 5 ms for as measured on the outward facing network interface of the Anycast Node.

Frobbit! constantly monitors both the provided Service and all involved hardware.

Frobbit! is in the case of Secondary DNS able to accept either full zone transfers (so-called AXFR) or incremental zone transfers (IXFR, RFC1995). It is expected but not required that the domain name holder will use NOTIFY (RFC1996) to ensure prompt notification to Frobbit! of changes to the zone data.

It is required that the domain name holder makes the Primary DNS server available for out-bound zone transfers to the Frobbit! Distribution Masters. E.g. there must not be any filters or firewall restrictions that interfere with the zone transfer transactions. In such cases, Frobbit! will provide information needed to enable update of any access controls. Frobbit! guarantees that for the Premium Service for 100% of the time a minimum of 10 Anycast Nodes with a global distribution will be operational. For the Basic Service Frobbit! guarantees that for more than 99.9% of the time a minimum of 3 Anycast Nodes will be operational. Frobbit! further guarantees that at any time a minimum of 50% of our deployed nodes per Anycast Service will be operational.

RESPONSE AND REMEDIATION TIMES

In case less than the number of DNS Name Servers stipulated herein provides the Service, any further degradation or change of configuration without delay, and rectify within 7 working days. Frobbit! undertakes to commence its best efforts to remedy any malfunction within eight (8) Standard Business Hours from its discovery.

In case less than three (3) servers in total are providing the Service, Frobbit! shall commence remediation within four (4) Standard Business Hours. Frobbit! shall upon a complete interruption in the Services automatically notify the domain name holder by email.

For the purposes of this SLA, accessibility shall mean that the DNS infrastructure shall not fail to respond to DNS queries for more than a total of five (5) minutes out of any twenty-four (24) hour period.