

CONTRACT REGISTRAR

Paragraph 1	Annexes	2
Paragraph 2	Definitions	3
Paragraph 3	Domain names	3
Paragraph 4	Subject matter of the contract	4
Paragraph 5	Accreditation of the Registrar	4
Paragraph 6	Use of the denomination "Registrar accredited by the Registry of the ccTLD .it " and the Logo of the Registry.	4
Paragraph 7	Rules of good conduct.	5
Paragraph 8	Responsibilities and duties of the Registrar	5
Paragraph 9	Responsibilities and duties of the Registry	6
Paragraph 10	Technical provisions	7
Paragraph 11	Data Base of Assigned Names (DBAN)	8
Paragraph 12	Payment and invoicing	8
Paragraph 13	Tariffs for the activity of maintaining a domain name in the ccTLD .it	9
Paragraph 14	Data processing and the role of the Registrar	10
Paragraph 15	Obligation to Confidentiality	12
Paragraph 16	Change of Registrar for a substantial number of domain names	12
Paragraph 17	Assignment of the contract	13
Paragraph 18	Express termination clause	13
Paragraph 19	Effects of termination	14
Paragraph 20	Right to withdraw	14
Paragraph 21	IIT-Registry courses	15
Paragraph 22	Activities of research and development of the IIT-Registry	15
Paragraph 23	Communications	15
Paragraph 24	Meetings with Registrars	15
Paragraph 25	Review of the tariffs	16
Paragraph 26	Entry into force and duration of the contract	16
Paragraph 27	Explanatory information and consent in accordance with Italian legislative decree 196 of 30 June 2003	16
Paragraph 28	Jurisdiction and Competent court	17
Annex A	"Criteria and Fees for Accreditation and Effectiveness"	18
Annex B	"Acceptance of the Clauses necessary for the registration of a domain name in the ccTLD .it – Duties and responsibilities of the Registrant "	21
Annex C	"Modalities for carrying out the service of registration of domain names by the Registry of the ccTLD .it and definition of times of availability of the services associated there with"	23
Annex D	"Modalities for updating and viewing accounting data on the RAIN Portal"	25
Annex E	"Use of the denomination "Registrar accredited by the Registry of the ccTLD .it", "Registrar .it" and the logo of the Registry	26
Annex F	"Rules of Good Conduct"	30
Annex G	"Standard Contractual Clauses"	32

CONTRACT

Between tax code....., VAT number....., REA (if applicant is an Italian registered company), registered office in, telephone....., fax....., e-mail address....., business premises in, telephone....., fax....., legally represented by (first and last names and tax code), in this agreement called “Registrar”

with TAG-REG

and TAG-MNT of origin (To specify only in case of migration from Maintainer to Registrar)

and

the Istituto di Informatica e Telematica del Consiglio Nazionale delle Ricerche (Institute for Informatics and Telematica of the National Research Council), Via Giuseppe Moruzzi, 1 - 56124 PISA, tax code 80054330586, VAT number 02118311006, in this agreement called “IIT-Registry”.

PREMISES

The Registry for the ccTLD .it is administered by the Institute for Informatics and Telematics of the CNR (IIT) formerly known by the title of “Istituto per le Applicazioni Telematiche” and prior to that by the title “Istituto CNUCE”, being suitably delegated in 1987 by IANA/ICANN (<http://www.iana.org>).

The Registrar is an accredited organisation which takes care, on its own behalf and by means of its own organisation, of services for the registration and maintenance of domain names in the ccTLD .it in synchronous modality with the conditions of this agreement and in compliance with the Regulations of the ccTLD .it .

The system for assigning Internet domain names is configured on the basis of international technical protocols necessary for maintaining the equilibrium and working order of the system.

Paragraph 1 Annexes

In addition to the Premises, the following Annexes constitute an integral and substantial part of this agreement:

- Annex A “Criteria and Fees for Accreditation and Effectiveness”
- Annex B “Acceptance of the Clauses necessary for the registration of a domain name in the ccTLD .it – Duties and responsibilities of the Registrant ”
- Annex C “Modalities for carrying out the service of registration of domain names by the Registry of the ccTLD .it and definition of times of availability of the services associated there with”
- Annex D “Modalities for updating and viewing accounting data on the RAIN Portal”
- Annex E “Use of the denomination “Registrar accredited by the Registry of the ccTLD .it”, “Registrar .it” and the logo of the Registry

Also attached to the contract: Annexe F "Rules of Good Conduct"; considered to be optional.

Paragraph 2 Definitions

For the purposes of this agreement, the following terms, listed in alphabetical order, will have the meanings as they are defined below:

Accreditation. The concession to the Registrar of the right to propose registration services in accordance with the terms and conditions established in this contract.

Database of Assigned Names, DBAN. The Database maintained by ccTLD .it Registry, where data regarding ccTLD .it assigned domain names is stored,

Prepayment. Method of payment in advance for registration and maintenance services in the synchronous system;

RAIN: The web portal of the IIT-Registry reserved for Maintainers/Registrar.

Synchronous Registration. The means of registering and managing a domain name which, by means of automatic procedures, enables the Registrar to enter the domain name directly into the Database of Assigned Domain Names (DBAN).

Regulations of the ccTLD .it . The term indicating either separately or collectively, the documents which govern the assignation and maintenance of domain names in the ccTLD .it , specified as follows:

- Regulations for the assignation and management of domain names in the ccTLD .it ;
- Regulations for the Resolution of Disputes in the ccTLD .it ;
- Guidelines for the management of tasks and operations on domain names in the in the ccTLD .it in the asynchronous system;
- Guidelines for the management of tasks and operations on domain names in the in the ccTLD .it in the synchronous system;
- Guidelines for the resolution of disputes regarding domain names in the ccTLD .it .

These documents are liable to change over the course of time and as technical demands require. The modalities by means of which such variations are enforced are established in Paragraph 9 below.

Registration and maintenance services for domain names: The services offered by an accredited Registrar with a signed contract with the IIT-Registry for the registration and maintenance of a domain name.

Invoiceable operations. Certain operations necessary for guaranteeing the registration and maintenance of a domain name require payment in advance.

Service of primary nameserver of the ccTLD “it” and of domain names belonging to the predefined geographic structure. Service supplied by the IIT-Registry which permits the visibility of the domain name on the Internet.

EPP Service (Extensible Provisioning Protocol). Internationally accepted protocol allowing the Registrar to register and maintain domain names automatically (new registrations, changes, deletions, etc).

Except for the afore stated definitions, or where required otherwise, the definitions provided for by the Regulations for the assignation and management of domain names under the ccTLD .it and the Regulations for the resolution of disputes in ccTLD .it apply for this contract.

Paragraph 3 Domain names

The parties acknowledge and accept that on the basis of the technical rules contained in the Regulations for the assignation and management of domain names in the ccTLD .it :

- a) domain names are registered for a period of one year from the date of registration, that is to say up to the date indicated in the DBAN in the “expire” field, and can be renewed automatically at each successive expiry date;
- b) by way of example only and by no means exhaustively, domain names can be revoked, suspended or deleted according to the Regulations or by order of the competent authorities.

Paragraph 4 Subject matter of the contract

By means of this contract, the IIT-Registry grants the Registrar, who accepts, the non-exclusive right to carry out for third parties, or subordinately for itself, services for the registration and maintenance of domain names in the ccTLD .it by synchronous registration, according to economic conditions freely established by the Registrar, and all of this in accordance with the agreements and conditions provided for by this agreement.

Paragraph 5 Accreditation of the Registrar

The exercise of the right as per paragraph 4 is conditioned in abeyance of accreditation of the Registrar by the IIT-Registry, which must be carried out in compliance with the conditions provided for in Annex A “Criteria and Fees for Accreditation and Effectiveness”

The Registrar must prove possession of the technical skills for the operations for which the Registrar is to be authorised to carry out, in accordance with the provisions of the Regulations of the ccTLD .it . For this purpose, the IIT-Registry makes available to the Registrar a test platform aimed at allowing the Registrar to carry out the various operations and tasks provided for by the Regulations.

The IIT-Registry organises special courses in preparation for accreditation and a specific technical helpdesk service.

The Registrar shall be operational in accordance with the methods and terms established in Annex A.

On becoming operational as a Registrar, any corresponding MNT tag shall be deemed resolved by mutual consent after 45 (fourty five) days from notification by the IIT-Registry of operational status.

Once accredited, the Registrar is entitled to be presented to third parties as "Registrar accredited by the Registry of the ccTLD .it ", in accordance with the modalities defined in Annex E.

Paragraph 6 Use of the denomination "Registrar accredited by the Registry of the ccTLD .it " and the Logo of the Registry.

The regulations for using the denomination "Registrar accredited by the Registry of the ccTLD .it " and the Logo of the Registry .it are disciplined by the specific regulations reproduced in Annex E.

Paragraph 7 Rules of good conduct.

The Registrar signing this contract can accept the “Rules of good conduct” as per Annex F. This document contains a set of provisions of a pactional nature aimed at inspiring in the actions of the Registrar, in carrying out the activities of registration and management of domain names in the ccTLD .it , ethically sound behaviour in the general interests of Internet users.

Paragraph 8 Responsibilities and duties of the Registrar

The Registrar undertakes to register and maintain domain names on behalf of the Registrant in compliance with the provisions of the Regulations for the assignment and management of domain names under the ccTLD .it , exclusively against acceptance in advance, by the Registrant, of the contents of Annex B to this contract, "Acceptance of the Clauses necessary for the registration of a domain name in the ccTLD .it – Duties and responsibilities of the Registrant".

The Registrar undertakes to:

- a) acquire the personal data of each Registrant for whom the Registrar registers a domain name, as indicated in the Rules;
- b) check, on the basis of the declarations made by each Registrant for whom the Registrar registers a domain name, that these comply with the requisites for registering domain names in the ccTLD .it;
- c) receive declarations by means of which each Registrant guarantees, under the Registrant's own liability, that the registration of the domain name requested does not harm, as far as the Registrant is aware, the rights of third parties;
- d) receive declarations by means of which each Registrant assumes responsibility for the use of the domain name to be registered;
- e) ensure that each Registrant accepts the Regulations for the assignation and management of domain names in the ccTLD .it and the Regulations for the resolutions of disputes in the ccTLD .it (including relative Guidelines), including any future changes made to them;
- f) supply each Registrant with appropriate notification of the handling of personal data made by the IIT-Registry and obtaining consent there for.

The Registrar also undertakes to:

1. comply with the Regulations, as indicated in the definitions of paragraph 2, and any changes made to them in the future;
2. carry out activities for the registration and maintenance of domain names mainly for the Registrar's clients or, subordinately, for himself, with best diligence and with his own and appropriate means, staff, organisation and technical know-how;
3. undertake all the technical actions necessary for guaranteeing the correct operability of the domain name in compliance with the Regulations. Particularly, the Registrar undertakes to make available to the Registrants the AuthInfo code to allow them to carry out the required operations for the correct registration and management of domain names to them assigned;
4. notify diligently to the Registrant any information necessary for the best management of the domain name in reference to the operations provided for in the Regulations;
5. not impede any Registrant in any way wishing to change Registrar and to collaborate with the Registrant for completing this task;

6. observe the maximum diligence in the management of domain names placed in a state of total or partial inoperativeness according to the provisions established in the Regulations, notifying the Registrant promptly and assuming any responsibility towards the IIT-Registry and the Registrant;
7. carry out the deletion of a domain name only following receipt of express authorisation from the Registrant;
8. not perform activities which cause damage to the system and the service of registration of the IIT-Registry such as, by way of example only, activities comparable to attacks of denial of service and/or attempts to intrude the system or saturate the resources, i.e. also through create-domain operations for a substantial number of domain names, without leading to the registration of the domain, causing damage to the service offered by the IIT-Registry.

The Registrar also undertakes to:

- I. document that the registration of the domain name has taken place in compliance with the duties established in this contract and in the Regulations;
- II. document the domain name maintenance operations requested by the Registrant and carried out on the basis of the Regulations;
- III. maintain the documentation pertaining to the registration and any other data or fact concerning the maintenance and management of the domain name for at least five years from the date of the extinction of the contract with the Registrant;
- IV. promptly transmit to the Registry, in accordance with the provisions of the Regulations of the ccTLD .it, any request to access documents and information made by third parties for the protection of their rights, for the later accomplishment by the Registry, and the transmission to the third party so requesting;
- V. transmit to the IIT-Registry, in accordance with the Regulations of the ccTLD .it, the information and documentation of the Registrant with special regard to that which, if not sent at the request of the IIT-Registry, could cause the official revocation of the domain name registration, or the putting of the domain name in a status of inoperativeness.

Without prejudice to any further obligations deriving from specific laws , the documentation as above must be sent to the Registry in writing, accompanied by a declaration signed in the original by the legal representative of the Registrar, or other person delegated by the latter, attesting to the completeness and non alteration of the document and the information therein contained.

Without prejudice to compensation for any damages caused to the IIT-Registry by any single breach of the duties as per the previous points, the violation of any one of the afore stated obligations will constitute grounds for the resolution of the contract in accordance with the methods and terms provided for in Paragraph 18.

Paragraph 9 Responsibilities and duties of the Registry

The IIT-Registry carries out the activities and supplies the services necessary for guaranteeing and maintaining the functioning of the technological service of registering and managing domain names in the ccTLD .it undertaking to guarantee suitable levels of quality for the service to allow the Registrar to work in the synchronous system.

For this purpose, the IIT-Registry undertakes to:

1. prepare the Regulations for the assignation and management of domain names in the ccTLD .it and

- the Regulations for the resolution of disputes in the ccTLD .it (including relative Guidelines), together or separately, also Regulations of the ccTLD .it, in agreement with the Rules Committee;
2. maintain the Regulations of the ccTLD "it" in an appropriate manner to allow the best working of the system of registration and management of the domain names in the ccTLD "it", in agreement with the Rules Committee. Any changes and amendments to the Regulations will come into force after 30 (thirty) days from e-mail communication to Registrars and publication on the RAIN portal. In the event of absolute urgency or necessity in which the situation could damage the equilibrium of the system or the Registry, including by way of example and not exclusively, immediately executive measures of judicial or administrative authorities, the Registry shall proceed immediately, or in any case according to a technical timeframe necessary, with changing the Regulations, duly informing the Rules Committee;
 3. carry out at its own expense the functions and activities provided for by the Regulations of the ccTLD "it";
 4. maintain efficient the process of ccTLD "it" domain name resolution by means of avant-garde technology (for example "anycast" protocol) and also by means of special contractual agreements for the purpose of guaranteeing the visibility of domain names from any location on the network;
 5. guarantee the working status of all services, as per Annex C, necessary for the registration and maintenance of domain names in a synchronous system; for such purpose it is understood that the levels of service specified in the afore stated Annex C will come into force 6 (six) months after the activation of the synchronous system of registration.
 6. supply the technical Helpdesk service according to the bands shown in Annex C;
 7. maintain and update the technical procedures which guarantee the security of transactions between the Registry and the Registrar;
 8. provide a test platform to enable the Registrar to test and check the operations of registration and maintenance provided for in the Regulations for the assignation and management of domain names in the ccTLD .it ;
 9. provide a system software for accreditation on which the Registrar can carry out the accreditation procedure;
 10. maintain and update the DBAN;
 11. allow the Registrar access to the data and systems necessary for the registration of domains according to the modalities agreed with the IIT-Registry;
 12. supply technical instruments for the viewing and updating of invoice data according to the provisions of paragraph 12 and Annex D;
 13. carry out training activities as specified in paragraph 21 of this contract;
 14. consent to the use of the domain name registered by the Registrar in compliance with the provisions of this contract and the Regulations of the ccTLD .it .

Paragraph 10 Technical provisions

The IIT-Registry makes available to the Registrar, in its systems, completely automated procedures for the registration and maintenance of domain names, in compliance with, and according to the terms provided by, the Regulations of the ccTLD .it. By means of the use of automated systems on which the operations of registration and maintenance of the domain name in synchronous modality are carried out by the Registrar and the IIT-Registry, the Registrar is also allowed to change the personal data of the Registrant, if requested by the latter, in compliance with the law on private data protection, legislative decree 196/2003.

The Registrar is obliged to use the access to the IIT-Registry's software components in good faith and in compliance with the functional and technical instructions, which include security measures.

The IIT-Registry can change the afore stated technical procedures; any changes will come into force after 30 (thirty) days from e-mail communication to Registrars and publication of this information, functions and procedures on the IIT-Registry portal.

Paragraph 11 Data Base of Assigned Names (DBAN)

Domain names assigned in the ccTLD .it are recorded and maintained in a database called the Database of Assigned Domain Names (DBAN).

The signing this contract does not attribute the Registrar with any right, power or faculty over the Data Base of Assigned Names (DBAN).

All intellectual property rights of a patrimonial nature or otherwise, also sui generis, in relation to the constitution and maintenance of the afore stated DBAN shall be the responsibility of the IIT-Registry.

Paragraph 12 Payment and invoicing

The Registrar undertakes to pay the sums necessary for covering the costs of registration and maintenance of domain names in the manners provided for in this contract.

The Registrar undertakes to pay:

- the sums for accreditation as shown in Annex A;
- the sums necessary for covering the costs in advance of the services of registration and maintenance of domain names;
- the sums necessary for maintaining available credit at such a level to guarantee, at any time, cover of the costs of maintaining expiring domain names for at least the following 15 (fifteen) days, on the basis of the tariffs shown in paragraph 13.

If the Registrar's credit is only sufficient to maintain domain names for the following 15 (fifteen) days, the IIT-Registry will prohibit the Registrar from carrying out any invoiceable operation, except the operation of maintenance until the available credit finishes; after which, domain names, reaching the annual expiry date (expire), will be placed in the status of inactive/notRenewed and deleted from the DBAN according to the Regulations.

In signing the contract, the Registrar declares that he his aware that he will not be able to request or carry out any invoiceable operations, as defined in paragraph 13, unless payment for the future and certain service supplied by the IIT-Registry is made in advance and undertakes to maintain his credit at such a level as to permit operativeness by the Registrar. For this purpose, the Registrar undertakes to keep unharmed and indemnify the IIT-Registry against any liability deriving from any operation which the Registrar was unable to complete due to lack of credit cover for the operation.

The IIT-Registry makes available the means for the Registrar to see all the invoices issued, of the relative operations carried out and of the domain names due to expire in the 15 (fifteen) successive days, according to the specifications in Annexe D "Modalities for updating and viewing accounting data on the RAIN Portal". Credit data is available to the Registrar by querying the EPP server.

Payment of invoices must be made to the C.N.R. current account number. 218155, payable to the CNR "Incassi giornalieri da altre dipendenze" - PI-208-IIT care of Banca Nazionale del Lavoro, Rome, agency no. 6392 ABI 01005, CAB 03392. IBAN IT57S0100503392000000218155. The Registrar must specify details of the payment. The IIT-Registry reserves the right to notify any change to banking references.

On completion of payment the Registrar, in order to ensure efficient operability of the synchronous system, must also update the data referred on each new payment made, as specified in annexe D "Modalities for updating and viewing accounting data on the RAIN Portal".

The Registry will make these sums available once effective payment has been verified except for that specified in the already mentioned annexe D "Modalities for updating and viewing accounting data on the RAIN Portal".

Once accreditation has taken place, the IIT-Registry will invoice the Registrar as follows:

- in relation to the receipt as per points 1.c) and 2.c) of Annex A, the invoice will contain the wording "Payment on account for the activities of registering and maintaining domain names in the ccTLD .it";
- in relation to the further sums necessary for covering pre-payment for services of registering and maintaining domain names, the IIT-Registry will raise an invoice as specified below:
- one invoice for the sum of the payment;
- one invoice for the sum of zero euro for partial or total payment of the pertinent account payment made, highlighting the number of operations effectively carried out for the period and any residual credit available.

In any case, payments following those specified at points 1.c) and 2.c) of annexe A made as pre-payment for the normal service cannot be less than € 100.00 (one hundred).

On first application of the present contract, with the coming into operation of the synchronous system on 28 September 2009, with effect from 15 September 2009, the IIT-Registry will raise the invoice specified at points 1.c) and 2.c) for persons or body that by 15 September 2009 have sent the contract and been accredited. In this case the relative sum, for person or body originating from the position of Maintainer, will be calculated on the basis of the domains maintained as of 15 September 2009.

If, at the expiry of the contract or in the case of withdrawal from this contract, credit remains for the Registrar, the IIT-Registry will issue a credit note for the residual sum, in accordance with the provisions established in DPR 633/72 and later amendments, and will arrange for the return of the sum relative to the afore stated credit.

The IIT-Registry makes available to the Registrar instruments for the viewing of all operations carried out and domain names which expire in the following 15 (fifteen) days and residual credit according to the specifications contained in Annex D "Modalities for updating and viewing accounting data on the RAIN Portal".

Paragraph 13 Tariffs for the activity of maintaining a domain name in the ccTLD .it

The service tariff applied by the IIT-Registry to the Registrar is for the service of maintaining the domain name in the DBAN for the following events for the period of one year:

- registration;
- renewal:

- change of Registrar;
- change of Registrant;
- recovery from pendingDelete/redemptionPeriod

For each of the above operations, the unit tariff established by the regulations of the CNR for services to third parties of the Organs of research to cover the operational, systematic, research and development activities related to the registration and maintenance in synchronous mode is € 4.50 (four/50) euro excluding VAT at the rate in force.

Payment is due for each operation carried out and cannot be refunded in the case of later cancellation of the operation.

Maintenance of the domain name shall be tacitly renewed each year, except if deleted either by order of judicial authorities or for lack of credit of the Registrar.

In addition to the afore mentioned tariffs, the Registry, for the operations stated in paragraph 16 below, "Change of Registrar for a substantial number of domain names", shall apply the costs shown in the said paragraph.

Paragraph 14 Data processing and the role of the Registrar

For the purposes of this agreement, the data of the parties concerned in the registration and maintenance of the domain name is collected by the Registrar.

With reference to the operations for collecting and transferring the data of the parties concerned in the execution of this agreement, the IIT-Registry is the Data Controller and the Registrar is the Data Processor.

In accordance with article 29 of the Legislative Decree of 30 June 2003, no. 196, Personal Data Protection Code, by means of this deed the Registrar is nominated as Data Processor in relation to the following activities:

1. collecting essential data for the registration of a domain name deriving from compliance with technical rules RFC 1591, ICP-1, ICP-2 and ICP-3 concerning the Registrant, the administrative and technical contacts necessary for guaranteeing the domain name's effectiveness, as well as consent, by the parties concerned, to the processing of data and its recording in the Data Base of Assigned Names (DBAN);
2. collecting and maintaining data necessary for the completion of management operations for the domain name, as highlighted in the Regulations of the ccTLD .it and adjustment of data in the DBAN.

No other processing by the Registrar of personal data, of which the IIT-Registry is the Controller, is permitted by virtue of this agreement.

The Registrar declares that he has the experience, capability and reliability to supply suitable guarantee in complete compliance with laws in force regarding data processing, including the profile relative to security in accordance with article 29 comma 2 of Law 196/2003.

As to the above, the Registrar shall adopt a policy for data processing in compliance with Italian law on data protection, Legislative Decree of 30 June 2003, no. 196, Personal Data Protection Code, and shall inform his own Registrants of this policy. The Registrar undertakes, in particular, to:

1. operate in compliance with the principles that personal data must be relevant and not excessive for the purpose;
2. notify the Registrant of the domain name, in accordance with article 13 of Law no. 196/03, of the use of his personal data, including its dissemination and accessibility via Internet and processing in the IIT-Registry's databases, and request consent wherever required by laws in force, both in the phase prior to registration of the domain name and relative to the operations necessary for the management of the domain name itself;
3. keep data regarding the Registrant of the domain name up to date, with regard to the data contained in the DBAN associated with the Registrant, undertaking to adjust data, having duly notified the Registrant and obtained consent;
4. promptly modify or delete data of the Registrant and administrative and technical contacts when requested for the domains currently associated with the Registrant, according to the Regulations of the ccTLD .it;
5. adopt appropriate security measures in compliance with the prescriptions of Legislative Decree of 30 June 2003, no. 196 and of the minimum security technical measures as per Appendix B of the aforesaid Legislative Decree 196/03;
6. give appropriate instructions to persons in charge of data processing;
7. transmit without delay to the Data Controller all requests in accordance with article 7 of the Legislative Decree of 30 June 2003, no. 196 received regarding the treatment for which the Registrar is nominated Data Processor;
8. to follow the instructions given by the Data Controller and allow the vigilance of the latter of the punctual observance of the provisions of the law and instructions, also by means of sending periodic reports and notification of incidents, and consent to the inspection during office hours by staff of the Data Controller or of third parties delegated by the Data Controller.

The Registrar shall indemnify the IIT-Registry against any burden or nuisance arising from proceedings brought by the Registrant or third parties or from intervention by the Garante for the protection of personal data, as a consequence of violation, caused directly or indirectly by the Registrar himself or his auxiliaries, of the laws on data protection relative to this contract.

If the Registrar is based outside the European Economic Space or in a State not recognised as capable of appropriate protection against a decision of the European Commission or is based in the United States of America and has not adhered to the "Safe Harbour Privacy Principles" issued by the United States Department of Commerce, he must sign, contextually to this contract, standard contractual clauses as per Decision 2002/16/EC, adopted by means of general authorisation of the Garante with the deliberation n. 3 dated 10 April 2002, published in the Official Gazette n. 105 dated 7 May 2002, within the above mentioned authorisation, or other contractual forms established with the decisions of the Commission foreseen in the Paragraph 26, art. 4, of the Directive 95/46/EC and authorised by the Garante ex Paragraph 44, point 1 of the Law on the basis of the guarantees for rights of the party concerned, integrated by further regulations indicated in the specific authorisations of the Garante. The subjects cannot neither modify the mentioned clauses, nor link up single clauses or single group of clauses indicated in the decisions in hand. In this respect, the Registrar shall indemnify the IIT-Registry against third party legal or administrative proceedings resulting from the violation of data protection laws in relation to this contract.

If the Registrar is based in the United States of America and has adhered to the "Safe Harbour Privacy Principles" issued by the United States Department of Commerce, he must give adequate information and guarantees to the IIT-Registry. As a consequence, the Registrar shall indemnify the IIT-Registry against any burden or nuisance arising from proceedings by the Registrant or third parties or intervention by the Garante for the protection of personal data, as a consequence of violation of the laws on data protection in relation to this contract

Barring the afore stated specifications, the Registrar remains the Data Controller for everything concerning contractual relations with Registrants.

Paragraph 15 Obligation to Confidentiality

The Registrar undertakes to not divulge or render in any way available to third parties the information regarding the personal data of the Registrant processed in the Registrar's role as Data Processor and to which he has access or collects on the basis of this contract. For this purpose, the Registrar shall limit divulgence of confidential information to those persons in charge of processing who need it for the performance of this agreement or of the Registrar contract and the obligations therein provided for, and in any case only for that part necessary for the aforesaid performance. The Registrar undertakes to ensure that all persons in charge of processing data adopt obligations of confidentiality no less strict than those provided for in this contract. Confidential information cannot be used for purposes other than those provided for by this agreement nor taken from persons provided for by the same.

The Registrar shall not be held responsible for revealing confidential information if it is:

1. already or becomes public domain for reasons other than the default of the Registrar;
2. obtained by the Registrar by means of sources other than the IIT-Registry, which the Registrar has full right to use and for which the Registrar is authorised to divulge and/or use;
3. communicated or divulged in compliance with a legitimate order by any authority or as provided by a legal obligation or used by the parties for protecting their own interests in court or during arbitration proceedings.

Paragraph 16 Change of Registrar for a substantial number of domain names

Without prejudice to the provisions of paragraph 17, Assignment of the Contract, on receiving a specific request from the Registrars concerned to change Registrar, provided there is sufficient credit for the requested operation, as well as the credit necessary for maintaining the domain names due to expire in the following 15 (fifteen) days, the IIT-Registry will effect the transfer of the domain names. A sum at least of € 250 (two hundred and fifty /00) will allow the Registrar to transfer a maximum of 500 (five hundred) domain names; the IIT-Registry tariff for each additional transfer of domain to be transferred is € 0.50 (fifty euro-cents), excluding VAT in force. The request as per the previous clause, must be signed by the legal representative, or person delegated by the latter, of each Registrar organisation involved and must contain the declaration that the Registrants have been duly informed and have accepted the afore mentioned transfer. It shall be understood that the successor Registrar must receive the documentation regarding the domain names and as per paragraph 8 above.

The same conditions are applied in the case where the request to transfer is made by a MNT to a Registrar, or addressed in favour of an MNT. In this latter case, before completing the operation, the Registry must receive the documentation regarding the registration of the domain names for the purposes of further management in asynchronous modality, according to the rules described in the Regulations of the ccTLD .it .

The Registrar and MNT organisations involved undertake jointly or severally to keep unharmed and indemnify the IIT-Registry against any liability deriving from this operation.

Paragraph 17 Assignment of the contract

The Registrar has the faculty to assign this contract to another Registrar by communicating this to the IIT-Registry with at least one month's forewarning of when the assignee and assignor plan to make the assignment effective.

If the assignee is not an accredited Registrar, he must be accredited by means of the accreditation procedure aimed at assessing the technical qualification of the assignee and which must be paid for in accordance with the instructions in Annex A.

The Registrar successor to the contract must:

- inform all grantees of domain names and make them acquainted of the change;
- acquire the documentation in the possession of the assignor regarding the registration and maintenance of the domain names; guarantee that the transfer of personal data takes place in compliance with the law, including, by way of example but not restrictively, the adoption of adequate security measures;
- acquire from the assignor Registrar all the AuthInfo codes relevant to the domain names;
- send, within the same deadline, the acceptance of the contract.

Assignment is subject to the express acceptance of the IIT-Registry.

Paragraph 18 Express termination clause

1. In the following cases:
 - 1.1 - non-performance by the Registrar of even one of the obligations of paragraph 8 to which he is subject;
 - 1.2 -the Registrar makes false declarations to the IIT-Registry regarding the payments made, or in the case of fraudulent inaccuracy, of the sum paid;
 - 1.3 non-observance of the provisions of Paragraph 14, regarding data processing;
 - 1.4 -use of the denomination and the logo of the Registry .it non compliant with the provisions of Annex E.

The IIT-Registry will send the Registrar a recorded delivery letter challenging in detail the behaviour and non-performance relative to the afore-cited paragraphs and deemed the cause of possible termination, inviting the Registrar to make appropriate changes to comply.

If the Registrar, at the end of the 15 (fifteen) days from receipt of the recorded delivery letter as per the above, fails to adopt behaviour appropriate to the contractual obligations, giving contextual written confirmation to the IIT-Registry, the latter will retain that the contract is annulled, as per art. 1456 Civil Code, without prejudice to compensation for damages and the recovery of any credits.

2. In the case of failure to pay dues as per point 1c or 2c of Annex A within 60 (sixty) days from notification by the IIT-Registry of passing the accreditation procedure, the IIT- Registry will retain that the contract is annulled, as per art. 1456 Civil Code.
3. In the case of non-observance of the rules for good conduct as specified in Annex F, where signed.
4. Any tolerance by the IIT-Registry of the above indicated behaviour shall not imply forfeiture of the

exercise of the right.

5. The Registrar shall guarantee and indemnify the IIT-Registry against any burden or nuisance arising from the aforesaid non-performance and from consequent actions on the domain names provided for by the often cited Regulations. These obligations to indemnify shall outlive the termination of the contract.

Paragraph 19 Effects of termination

In the case of termination of the contract attributable to the Registrar, for whatever reason, the Registrar shall owe the IIT-Registry, in addition to expenses for operations already carried out and not covered:

- the expenses sustained by the IIT-Registry as a consequence of termination;
- any other damages.

The above said sums shall be compensated, totally or partially, by credit held by the IIT-Registry on behalf of the Registrar for the operations of registration and management of domain names in the ccTLD .it .

In such cases, the domains maintained by the Registrar shall be put in the status of “ok/noRegistrar” or in the status of “inactive/noRegistrar” for the domain names that have reached the expire date/ before the domain names expire. The Registry will inform the grantees via email, to the email addresses given by the latter, or by registered letter with return receipt, of the actions to be taken for restoring full effectiveness of the domain name in order not to risk deletion of the same.

This is without prejudice to the obligation to indemnify the IIT-Registry by the Registrar as per the previous paragraph.

Paragraph 20 Right to withdraw

The foregoing is without prejudice to the right to withdraw of the Registrar, to be communicated to the IIT-Registry, at any time, by recorded delivery letter at least 60 (sixty) days before the date of effect of withdrawing.

The Registrar will also have the right to withdraw from the contract, with immediate effect, if he does not agree with any changes to the Regulations, as shown in paragraph 9, p. 2, and to the technical procedures, specified in the last part of paragraph 10; in this case, the right to withdraw must be exercised by the date of entry into force of the changes to the Regulations of the ccTLD .it on which withdrawal is based, without prejudice to any necessity and urgency as per paragraph 9, point 2.

In the aforesaid cases, the IIT-Registry undertakes to return to the Registrar the sums paid on deposit for the service of registration relative to operations which, on the date of effect of withdrawal, have not yet been commenced.

The effects of termination of this contract on the domain names maintained by the Registrar at the date of termination of the contract and the consequent actions by the IIT-Registry are governed by the Regulations.

In any case the Registrar shall indemnify the IIT-Registry against any burden or nuisance arising from proceedings by the third parties regarding the attribution of the status of “ok/noRegistrar” and any later status of inactive/noRegistrar and successive status of pendingDelete/pendingDelete of the aforementioned domains, in compliance with the Regulations of the ccTLD .it cited.

If the Registrar withdraws from the contract, or is declared in breach by effect of the express termination clause, the Registrar is contractually bound to send to the IIT-Registry the documentation regarding the Registrant's acceptance of the obligations provided for in Annex B "Acceptance of the Clauses necessary for the registration of a domain name in the ccTLD .it – Duties and responsibilities of the Registrant" for each domain name maintained by the Registrar.

This obligation shall outlive the termination, for whatever reason, of the contractual relationship.

Paragraph 21 IIT-Registry courses

The IIT-Registry undertakes to organise at least 6 (six) specialist courses every year for Registrars, at no extra cost, on the Regulations of the ccTLD ".it", on operational aspects, on programming languages and, pertaining to the activities of the systems, on the resolution of disputes, elements of law related to distinctive commercial signs, digital signatures, e-commerce, IT security and any other technological or legal sector of concern to Registrars.

Paragraph 22 Activities of research and development of the IIT-Registry

In order to improve the activities of registration and maintenance of domain names in the ccTLD .it, the IIT-Registry undertakes to conduct activities of research, development and experimentation of solutions for the improved working of the service, implementing new applications, adopting new protocols and systems and studying new methods for supporting Registrars.

In this prospective, the IIT-Registry undertakes to participate in the activities organised at international level by ICANN, IETF, CENTR e RIPE-NCC and others for the definition of working standards for Internet and the management of domain names in order to supply advanced technology services.

Paragraph 23 Communications

For communications between the parties, the parties elect domicile care of the address or addresses indicated in the premises of this contract. The parties, furthermore, expressly consent to receiving communications, for which a different, specific form is not required by this contract, by means of the service of non-certified e-mail.

The parties undertake to keep their contact details, including e-mail addresses, up to date, notifying in good time and in writing any changes and assuming all responsibility relative to failure to receive messages as a result of their own neglectful behaviour.

Paragraph 24 Meetings with Registrars

The IIT-Registry undertakes to convene an annual meeting with Registrars during the month of November and during which presentation will be made of the preliminary accounts for the year in progress and the estimate for the following year.

The lines of strategic action guiding the activities of the Registry for the following year will also be examined on this occasion.

Paragraph 25 Review of the tariffs

The tariffs are liable to reduction or increase.

In the first case, reduction of the tariffs will take effect as of the month following publication and notification by the IIT-Registry to Registrars.

In the second case, tariff increases must be notified during the annual meeting as per paragraph 24 or during another meeting as necessary, to establish the starting date for the new tariff; in the latter case, the IIT-Registry will send appropriate notification to the Registrar to the e-mail address shown in the contract.

Paragraph 26 Entry into force and duration of the contract

This contract can be signed from 20.07.2009; from this date, all the operations necessary for the accreditation, previous to the activity of Registrar could be carried out. For the contracts signed within 28.09.2009, the starting of the activity of Registrar is conditioned by the technical activation of the synchronous system as provided in the contract and therefore it will be effective from 28.09.2009, without prejudice the further suspensive conditions indicated in this contract.

This contract ends on 31.12.2010.

For contracts signed after 20.07.2009 the contractual term shall in any case expire on 31.12.2010.

Paragraph 27 Explanatory information and consent in accordance with Italian legislative decree 196 of 30 June 2003

In accordance with art. 13, of the legislative decree of 30 June 2003 no. 196 the personal data supplied by the parties will be collected by the IIT-Registry for the purposes of managing the contract and shall be processed in an automated data bank and on paper for the subsequent management of the rapport. The signing of the contract involves the entry of the identification data of the Registrar (company name, company premises, e-mail address) in the list of Registrars accredited by the IIT-Registry. In accordance with art. 24 comma 1 letter b) of the legislative decree of 30 June 2003 no. 196 consent to the processing of data for the purposes of managing the contract is not required. The conferral of this personal data to the IIT-Registry is obligatory for the purposes of the pre-contractual negotiations and the performance of the contract itself; without the data, or in the case of opposition, it will not be possible to stipulate and/or perform the contract.

The Institute for Informatics and Telematics of the National Research Council is responsible for the processing of this data (<http://www.nic.it>).

The Registrar, as the party concerned, enjoys the rights as per article 7 of the law cited and in which the right to access data regarding the Maintainer is stated. Exercise of the aforesaid rights can be made on request to the "Istituto di Informatica e Telematica del CNR" (Institute for Informatics and Telematics of the National Research Council) , Via Giuseppe Moruzzi, 1, 56124 Pisa, Italy.

Paragraph 28 Jurisdiction and Competent court

For every and any controversy in relation to the execution, non-performance and interpretation of this contract, the competent courts of Rome shall have exclusive jurisdiction and venue hereof.

Date,

The Company as Registrar
The Legal Representative
(rubber stamp and legible signature)

L'Istituto di Informatica e Telematica del CNR
(Institute for Informatics and Telematics
of the National Research Council)
Director

In accordance with and to the effects of articles 1341 and 1342 of the Italian Civil Code, the following paragraphs are explicitly accepted: paragraph 3 – Domain names; paragraph 5 – Accreditation of the Registrar; paragraph 6 – Use of the denomination "Registrar accredited by the Registry of the ccTLD .it " and the Logo of the Registry; paragraph 8 – Responsibilities and duties of the Registrar; paragraph 12 – Payment and invoicing; paragraph 13 - Tariffs for the activity of maintaining a domain name in the ccTLD .it; paragraph - 14 Data processing and the role of the Registrar; paragraph 16 - Change of Registrar for a substantial number of domain names; paragraph 17 - Assignment of the contract, paragraph 18 - Express termination clause; paragraph 19 - Effects of termination; paragraph 20 - Right to withdraw; paragraph 26 – Entry into force and duration of the contract; paragraph 27 - Explanatory information and consent in accordance with Italian legislative decree 196 of 30 June 2003; paragraph 28 Jurisdiction and Competent court.

Date,

The Company as Registrar
The Legal Representative
(rubber stamp and legible signature)

1. Accreditation of new Registrars

The organisation wishing to gain IIT-Registry accreditation in order to carry out the activity of Registrar, after signing the contract, must:

- a) pay the IIT-Registry the sum of € 2,500.00 (two thousand five hundred) excluding VAT, of which € 2,200.00 (two thousand two hundred) cover access to the test platform and to the relative technical Helpdesk service and for attendance at special courses organised by the IIT-Registry, and € 300.00 (three hundred) for sitting technical tests for accreditation. This sum, to be paid within 30 (thirty) days from the issue of the invoice, shall remain to all effects the gain of the CNR;
- b) pass the technical tests for accreditation;
- c) furnish payment of the sum of € 2,295.00 (two thousand, two hundred and ninety five euro) excluding VAT, as prepayment of the costs for 510 (five hundred and ten) operations for registering and maintaining domain names in the ccTLD .it.

With effect from 15 September 2009 for persons or body that have signed the contract by this date and have been accredited, the IIT-Registry will raise the invoice as specified at point 1.c).

The payment has to be made after the receipt of the invoice and within 30 (thirty) days from its issue date.

The new Registrar is entitled to operate according to the times and methods as described in the following point 3 “Times and methods of effectiveness for activation of the position of Registrar”.

2. Accreditation of new Registrars previously Maintainers

Within 2 (two) years from the beginning of the service of synchronous registration, the Maintainer holding a contract activated at least 6 (six) months prior to the expiry of the MNT contract and who does not have an insolvent position at the time of applying for accreditation, once signing the contract must:

- a) pay the IIT-Registry the sum of € 300.00 (three hundred) excluding VAT to have access to the test platform, carry out the technical tests and have use of the specific technical Helpdesk service. This sum, to be paid within 30 (thirty) days from the issue of the invoice, shall remain to all effects the gain of the CNR;
- b) pass the technical tests for accreditation;
- c) pay as a first deposit a sum equal to at least 10% (ten percent) excluding VAT, of the value of the domain names maintained on the date of passing the test for accreditation for a sum no less than € 500.00 (five hundred) excluding VAT.

With effect from 15 September 2009 for persons or body that have signed the contract by this date and have been accredited, the IIT-Registry will raise the invoice as specified at point 2.c), calculated on the basis of the domains maintained as on 15 September 2009, or otherwise at the date of the successive accreditation.

The payment has to be made after the receipt of the invoice and within 30 (thirty) days from its issue date.

The new Registrar is entitled to operate according to the times and methods as described in the following point 3 “Times and methods of effectiveness for activation of the position of Registrar”.

In the case of an organisation with several TAG-MNTs, accreditation of a single TAG-MNT gives right to access the service of synchronous registration, even by the remaining TAG-MNTs, as long as the MNT is up to date with the payments for all the TAG-MNTs.

In this case the Registrant has to specify in the contract the TAG-MNT he wants to migrate.

The MNT that wishes to migrate to the synchronous system or the organisation that wishes to be accredited as a new Registrar cannot use the TAG-REG already assigned to an active MNT unless the request originates from the MNT owner of the same tag.

At the end of 2 (two) years from the start date for synchronous registration, the MNTs must be accredited in accordance with the modalities provided for in point1, "Accreditation of new Registrars".

3. Times and methods of effectiveness for activation of the position of Registrar

On signing the contract, the IIT-Registry will issue a normal invoice for the sums mentioned in points 1.a) or 2.a). On receipt of payment, the IIT-Registry will activate an "account" to allow the Registrar to access the accreditation platform; the specifications relative to the accreditation procedure will be made available on the web portal reserved for aspiring Registrars <https://arp.nic.it>).

The aforesaid portal gives access by the Registrar to the specific documents pertinent to the accreditation procedure. The Registrar will also be able to use the test platform to check that the Registrar's systems are compatible with the procedures for registration and maintenance of the IIT-Registry. The IIT-Registry will also make a specialist technical Helpdesk service available to aspiring Registrars. The specialist technical Helpdesk service will be operational on week days from Monday to Friday between 9.30 and 12.30.

Within 5 (five) months from the date of signing the contract, the Registrar must have completed and passed the accreditation procedure. The procedure must be followed with a minimum interval of one week between one session and another.

Passing the accreditation procedure, the IIT-Registry will issue an invoice for the sums mentioned above in points 1.c) or 2.c). The payment has to be made after the receipt of the invoice and within 30 (thirty) days from its issue date.

Any failure to pay the sums mentioned in the points cited, will cause the suspension of the contract for a maximum period of 60 (sixty) days from the date of notification by the IIT-Registry of passing the accreditation procedure. At the end of this time, the contract shall be deemed cancelled in accordance with the provisions of paragraph 18 of the contract.

Within 3 (three) working days from the receipt of payment, the IIT-Registry will enable the execution of the operations relative to synchronous registration. The Registrar is entitled to operate if it has a sufficient credit, in accordance with the terms of this contract.

A Maintainer contract migrated to Registrar will be rescinded after 45 days from the above mentioned communication, in accordance with paragraph 5 of this contract.

Subsequently, the Registry will:

- a) deactivate the Maintainer position;

- b) modify all the domain names and related contracts managed by the Maintainer replacing the old "Maintainer tag " with the new "Registrar tag" ;
- c) generate the "authinfo" associated with the above-stated domain names;
- d) associate with each domain name, on the basis of the mapping table in article 4.3.3 of these Regulations, the synchronous status corresponding to the current asynchronous status.

The Registrar has 30 (thirty) days, following completion of the migration, to communicate the authinfo associated with the domain name to the Registrants.

Date,

The Company as Registrar
The Legal Representative
(rubber stamp and legible signature)

FAC - SIMILE

The registration of a domain name in the Database of Assigned Names of the Registry of the ccTLD .it must be made by the Registrar in compliance with the requirements and on the basis of acceptance by the Registrant of all provisions and conditions contained in this Annex, in compliance with the rules contained in the Regulations of the ccTLD .it.

Acceptance must be documented by the Registrar in writing in accordance with the methods and terms indicated in the Regulations.

The registration procedure must show, also in the initial phase, the identity of the Registrar concerned, as defined by Decree 70/2003.

1. Acquisition of the personal data of the Registrant and administrative and technical contacts, if differing from that of the Registrant, and their e-mail addresses.

The Registrar undertakes to register domain names, employing, before inserting the domain name in the DBAN, the identification data of the Registrant and administrative and technical contact data if different from that of the Registrant, on the basis of the requisites and methods provided for in the Regulations of the ccTLD .it .

The data in question must coincide with what the Registrar enters into the DBAN.

2. Declarations and assumptions of responsibility connected with the registration and use of the domain name:

The Registrar undertakes to proceed with the registration of domain names after gaining express acceptance by the Registrant of each specific clause pertaining to the declarations and assumptions of responsibility related to the assignment of the domain name, as specified in the Regulations of the ccTLD .it . The afore said declarations and assumptions of responsibility must be documented for the Registry in writing in accordance with the methods established in the afore said Regulations of the ccTLD .it .

3. Information and acquisition of consent for the purposes of handling data for the registration of the domain name and for visibility on Internet.

In compliance with the contents of paragraph 14 “Rules regarding the processing of data”, the Registrar is bound to supply the Registrant with information regarding the modalities and purposes of the data handling and to obtain his consent there for, on the basis of the contents prepared by the IIT-Registry by means of the afore cited Regulations of the ccTLD .it . The giving of consent must be made expressly for each handling and must be documented for the Registry in writing in accordance with the methods terms established in the Regulations of the ccTLD .it

4. Procedure of the Registry at the end of entry of the domain name in the Database of Assigned Domain Names (DBAN) in the ccTLD .it

Once the registration has been concluded with the entry of the domain name into the DBAN, the Registry will send to the Registrant, to the e-mail address in the DBAN, a list of the information existing in the afore said

DBAN, and of the information concerning the assumptions and declarations of responsibility, the giving of consent and the identity data of the Registrar which carried out the registration.

Date,

The Company as Registrar
The Legal Representative
(rubber stamp and legible signature)

FAC - SIMILE

In order to improve the service of registration and maintenance of domain names in the ccTLD .it , the IIT-Registry manages and supplies the following activities and services:

1. public website of the IIT-Registry <http://www.nic.it>, RAIN portal reserved for Registrars: <https://rain.nic.it> and ARP <https://arp.nic.it> reserved for aspiring Registrars;
2. Whois service;
3. service of nameserver for the ccTLD .it only in relation to the resolution of domain names. This service is guaranteed by the effectiveness of at least one of the authoritative nameservers;
4. procedure for aligning the DBAN with the primary nameserver of the ccTLD .it and the primary nameserver of domain names belonging to the predefined geographic structure;
5. EPP Service.
6. service of connection of networks of the IIT-Registry and apparatus for routing data;
7. telephone, hard-copy and email help desk service for technical, operational, administrative and legal matters reserved for Registrars, according to the timetable provided on the RAIN portal;
8. telephone, hard-copy and email help desk service for technical matters reserved for end users, according to the timetable provided on the Website of the IIT-Registry;
9. telephone and email help desk service for technical matters reserved for potential Registrars, according to the timetable provided on the accreditation portal.

Services with availability equal to 24x7x365

The services mentioned in point 3) service of nameserver for the ccTLD .it and 5) EPP service are guaranteed available 24x7x365.

The guaranteed annual uptime for the service 3) is equal to 99%.

The guaranteed annual uptime for the service 5) is equal to 99%.

The afore said service levels shall come into force after 6 (six) months from activation of the synchronous registration system.

For the above mentioned services, the following principle maintenance interventions are foreseen:

- patch applications and updating of operating systems;
- updating and substitution of hardware;
- changes and updating of network infrastructure;
- updating of the RDBMS;
- patches and updates of application software;
- optimisation for improved performance of systems and applications.

The calendar of planned ordinary maintenance will be published on the RAIN portal with at least 15 (fifteen) days' advance warning. Any extraordinary maintenance due to accidental cause will be notified to Registrars by the IIT-Registry via e-mail and via the RAIN portal as quickly as possible.

For the first year, 7.3 (seven point three) days of ordinary maintenance are foreseen, with a maximum continuous stop for planned maintenance equal to 4 (four) hours.

For the service mentioned in point 3) non planned maintenance is foreseen.

The availability of the services mentioned in points 3 and 5 are guaranteed by the IIT-Registry by monitoring systems operating 24x7x365 and by expert technical staff ready to intervene in the case of malfunctioning.

These systems signal any faults found during monitoring via e-mail/sms text message. The systems allow real time reporting of the uptime for services (usually graphic reports). These reports will be published on the RAIN portal. In particular, for the service mentioned in point 3), third party systems for measuring and monitoring (for example RIPE-NCC) can also be used.

An emergency fault line is also foreseen for the services concerned.

This service has the following features:

- it is not a helpdesk service;
- it is a service reserved for use by Registrars;
- it permits the notification of faults affecting the specific services mentioned above in points 3, 4 and 5;
- it is active 24x7x365;
- notification is by telephonic communication.

24 hour available services

The service mentioned in point 1) public website of the IIT-Registry <http://www.nic.it>, RAIN portal reserved for Registrars and the ARP portal <http://arp.nic.it> reserved for aspiring Registrars <https://rain.nic.it>; 2) Whois service; 4) procedure for aligning the Database of Domain Names; and 6) service of connection of the IIT-Registry's network and data routing apparatus are guaranteed, as a rule, 24 hours a day by the IIT-Registry.

The service mentioned in point 7) telephone, hard-copy and email help desk service for technical, operational, administrative and legal matters reserved for Registrars, according to the timetable provided on the RAIN portal. The service mentioned in point 8) telephone, hard-copy and e-mail help desk service for technical matters reserved for end users is guaranteed during week days between 09:30 and 13:00 and between 14:30 and 17:30.

15 days' advance warning will be given of any planned ordinary maintenance of the services supplied by the IIT-Registry as mentioned in points 1, 2, 4, 6, 7 and 8.

Any extraordinary maintenance due to accidental cause will be notified to Registrars by the IIT-Registry via e-mail and via the RAIN portal as quickly as possible.

Malfunctioning due to reasons beyond our control deriving from unforeseeable events of an exceptional nature or force majeure or in any case not under the direct control of the Registry, such as, by way of example only and not exhaustively, atmospheric events, earthquakes, flooding, fire, sabotage, strikes and damage to the structure for connection or processing, is not covered by the afore said levels of service.

Date,

The Company as Registrar
The Legal Representative
(rubber stamp and legible signature)

The IIT-Registry undertakes to make available to the Registrar, via secure and reserved access to the RAIN portal, a procedure which enables the Registrar to verify all the issued invoices and all the operations related.

Credit data is available to the Registrar by querying the EPP server. This credit will be updated automatically according to the payments made and the operations carried out by the Registrar.

The IIT-Registry will permit the Registrar to complete operations as soon as the payment is confirmed.

The Registrar, having made a payment, can request the updating of his credit via the RAIN portal, giving the date of credit, the holder, beneficiary, credit institution, branch, sum and the payment reference number. The procedure will automatically generate a document containing the declaration of payment, sum paid, payment date and the bank account details of the beneficiary. This certificate, signed by the legal representative or his proxy, must be transmitted via fax or via email to the accounts department of the IIT-Registry (the specified contacts are indicated in the form available in the RAIN portal), accompanied by a copy of the banking document.

If, after 5 (five) working days for domestic and trans-border bank transfers and 10 working days for non transborder bank transfers, the IIT-Registry does not ascertain that payment has been made, it will in any case validate the credit of the sum paid, permitting the execution of the service, except under serious and proven circumstances. The IIT-Registry shall be able to request further proof of the payment made from the Registrar. If the Registrar does not send that requested, the IIT-Registry reserves the right to not proceed with accreditation of the sum until verification of effective payment.

If there is no correspondence between the content of the declaration mentioned above and the facts, the IIT-Registry will proceed with the termination of the contract for default by the other party, according to the express termination clause as per paragraph 18 of this contract, reserving the right to take further civil or criminal action.

1. Recognition of the ownership and quality of the Logo of the ccTLD .it

The Registrar acknowledges that the IIT-Registry is the sole owner of the following sign: Registro .it, Registrar.it and Registrar accreditato del ccTLD.it, both as a verbal sign and in the following graphic designs, for which the registration of EU trademarks n° 008369357, 008415358, 008415671 and registration of Italian trademarks RM 2009C003619, RM2009C004054 and RM2009C004055, as shown in figures 1, 2 and 3 below:



Figure 1



Figure 2



Figure 3

The aforesaid signs are henceforth defined, collectively or separately, as the “Registro.it Logo, or “ccTLD .it Logo”.

In this, as in other contexts, where reference is made to Registry.it, reference is categorically made also to Registry of ccTLD .it.

The Registrar acknowledges that the ccTLD .it Registry Logo enjoys prestige, notoriety and renown both in Italy and abroad and therefore undertakes to work in such a way as not to harm the image of the IIT-Registry.

The Registrar acknowledges that the wording "Registro .it", "Registrar accredited by the ccTLD .it Registry" and "Registrar .it" are exclusively available from the IIT-Registry after the process of accreditation provided for in the main contract.

2. Subject

The IIT-Registry allows the Registrar, holder of an active contract, and who has passed the phase of accreditation according to the terms provided in this contract (paragraph 5 and Annex A, “Criteria and Fees for Accreditation and Effectiveness”, to use the denomination "Registrar accredited in the ccTLD .it" or “Registrar .it” in association with the Logo of the ccTLD .it and with a link to the IIT-Registry website, according to the limits and rules defined in these Regulations of the ccTLD .it, which, as Annex E, constitute an integral and substantial part of the Registry-Registrar contract for the registration of domain names in the ccTLD .it.

3. Rights granted and terms of use of the Logo of the ccTLD .it

Also by way of the non exclusive trademark licence, the IIT-Registry allows the Registrar to use the Logo of the ccTLD .it solely in association with the wording "Registrar accredited in the ccTLD .it" or “Registrar .it”, in verbal form or in the graphical form shown above, in the following ways:

- use the Logo of the ccTLD .it in association with the wording "Registrar accredited in the ccTLD .it"

.it" or "Registrar .it" on the Registrar's website provided no confusion is caused to the public regarding the IIT-Registry or the goods and services traded by the Registry;

- use the Logo of the ccTLD .it in association with the wording "Registrar accredited in the ccTLD .it" or "Registrar .it" on the Registrar's headed notepaper and brochures in association with the company sign or name provided no confusion is caused to the public regarding the IIT-Registry or the goods and services traded by the Registry;

From the accredited Registrar's website a hypertext link can be made to the section of the IIT-Registry's public website containing information about the Registrar such as, by way of example and not exhaustively, company name, address, website and date of activation of the position of Registrar. The IIT-Registry undertakes to keep this link active (the IIT-Registry's website) and the references contained therein according to the information reproduced by the Registrar in the contract.

Any other use of the wording "Registrar accredited in the ccTLD .it" or "Registrar .it" by the Registrar shall not be permitted without prior written approval from the IIT-Registry.

4. Rights over signs and non contention

The IIT-Registry holds all rights in civil law to the name of the Registry of the ccTLD .it and over the sign as per figure 1 above including, by way of example only and not exhaustively, the trademark, company, company name and sign. The Registrar acknowledges the sole title of the IIT-Registry to each and every right to make use of the Logo of the ccTLD .it and, in general, of the name Registry of the ccTLD .it, and undertakes to not challenge the afore said title nor the validity, notoriety or renown of these logos under any circumstances, in judicial or administrative proceedings.

5. Obligations of the Registrar

The Registrar undertakes to:

- never place near or associate the denomination "Registrar accredited in the ccTLD .it" or "Registrar .it" and the relative sign, not even in an indirect form, (by way of example only and not exhaustively, by means of hypertext links, also known as "links") to internet sites which offer content contrary to the law or morality, and in any case harmful to the protection of minors and/or human dignity, including by way of example only and not exhaustively, internet sites with child pornographic content or content which incites racial hatred;
- reproduce the denomination and Logo of the ccTLD .it using the exact colour and to enlarge or reduce them in such a way that the proportions remain the same and that they are perfectly legible. The Logo cannot be changed or retouched in any way. The Logo of ccTLD .it can be downloaded in various formats and resolutions from the RAIN portal of the IIT-Registry;
- not deposit, register and/or use either directly or through third parties, either natural or legal, other names and/or trademarks the same as, similar to or confusable with the denomination and the Logo of the ccTLD .it, neither alone nor in association with other signs, neither in countries where registration has been requested nor in countries where registration has not been requested;
- interrupt immediately the use under any form of the use of the denomination and Logo of the ccTLD .it on suspension notified by the IIT-Registry;
- not register, under any TLD, domain names the same as or similar to the denomination and Logo of the ccTLD .it or with which they might be confused;
- refrain from any deed which might provoke the vulgarisation of the denomination and Logo of the ccTLD .it or the loss of its notoriety and/or renown;
- not use the denomination and Logo of the ccTLD .it under circumstances not agreed in this

- agreement without the written consent of the IIT-Registry;
- to indemnify the IIT-Registry against damages arising from the incorrect use of the denomination “Registrar accredited in the ccTLD .it”, “Registrar .it” and the logo of the ccTLD .it.

6. Withdrawal of the right to use the denomination and Logo of the ccTLD .it

The Registrar cannot continue to use the denomination “Registrar accredited in the ccTLD .it”, “Registrar .it” or the logo of the ccTLD .it., nor the trademarks as per paragraphs 8 and 9 of this Annex E, if:

- a) the Registrar, for whatever reason, is no longer the holder of a contract with the Registry of the ccTLD .it ,
- b) the Registry decides, unchallengeably, to change the logo either in the verbal or the graphic part.

To this effect, and without having any right to compensation or indemnity from the IIT-CNR, the Registrar shall immediately:

- remove the denomination and Logo of the ccTLD .it from his website;
- destroy all materials and documents reproducing the denomination and Logo of the ccTLD .it.

where such denomination and sign have been printed or stamped or which recall the Registrar as an accredited ccTLD .it . Registrar.

In the case of withdrawal of the use of the denomination and Logo of the ccTLD .it, the Registrar shall render inactive the link to the Registry's web site and the IIT-Registry shall delete the data referring to the Registrar contained in its website.

7. Controls and checks

The IIT-Registry can carry out controls and checks, directly or by means of third parties, for ascertaining the use of the denomination and Logo of the ccTLD .it under the above terms of the contract.

8. Use of collective trademarks

If, during the course of the current contractual relation, the IIT-Registry takes title of a collective brand relative to the accreditation of the Registrar, which is identical or similar to the current denomination and Logo of ccTLD .it, a Registrar holding an active contract and who uses the current wording and Logo of the ccTLD .it legitimately may request the use of the new collective brand. In this case, the IIT-Registry will inform the Registrar of the possibility, carrying out all the action necessary for letting the Registrar know of the modalities for obtaining the licence to use the trademark and the relative regulations for its use. In these circumstances, the Registrar can maintain the rights as per these regulations, without prejudice to signing an apposite licence contract.

9. Extension of the regulations to further identical or similar registered trademarks.

The terms of these regulations shall be extended to the use of further registered trademarks, excluding those of paragraph 8, cited above, if they identical or similar to the signs to which these regulations refer.

10. Use of other signs and denominations

If, during the life of the current contractual agreement, the IIT-Registry decides unchallengeably, by written communication to the Registrar, to change completely or in part the denominations or the distinctive signs as described in point 1 of this Regulation, or to add some new ones:

- a) The Registrar will no longer, in any case, be able to maintain his rights, as specified by these regulations, over invalid denominations and signs.
- b) This regulation will apply to the new denominations and new signs.

11. Enforceability of the clauses of the main contract

For everything else which is non expressly governed by these regulations, the provisions of the contract, to which these regulations constitute Annex E, are valid, including, by way of example only and not exhaustively, the clauses regarding the applicable law, indemnity, limitation of liability, express termination and competent court.

Date,

The Company as Registrar
The Legal Representative
(rubber stamp and legible signature)

L'Istituto di Informatica e Telematica del CNR
(Institute for Informatics and Telematics
of the National Research Council)
Director

FAC - SIMILE

In accordance with articles 1341 and 1342 of the Italian Civil Code clauses 1-3-4, are expressly approved.

1. Recognition of the ownership and quality of the Logo of the ccTLD .it; 3. Rights granted and terms of use of the Logo of the ccTLD .it; 4. Rights over signs and non contention; 5. Obligations of the Registrar; 6. Withdrawal of the right to use the denomination and Logo of the ccTLD .it; 7. Controls and checks; 9. Extension of the regulations to identical or similar registered trademarks; 10. Use of other signs; 11. Enforceability of the clauses of the main contract

The Company as Registrar
The Legal Representative
(rubber stamp and legible signature)

Annex F “Rules of Good Conduct”

Given that:

- between the Istituto di Informatica e Telematica del CNR (Institute for Informatics and Telematics of the National Research Council), Registry of the ccTLD .it, hereafter IIT-Registry, a contract for the registration of Internet domain names, in the rest of this code of conduct called “Registrar Contract”, has been stipulated;
- the premises, definitions, duties and obligations established in the said "Registrar Contract" are agreed to be integrally referred to;
- the system of assigning and managing Internet domain names in the ccTLD .it appears better structured with the provision of rules of good conduct which establish the rules of behaviour which Registrars, that is to say organisations which register domain names for themselves or for third parties, undertake to observe

between

the IIT-Registry and the Registrar (company name and premises), as defined in the "Registrar Contract", the following is established:

These “Rules of good conduct” represent a commitment between the Registry of the ccTLD .it , care of the Istituto di Informatica e Telematica del CNR (Institute for Informatics and Telematics of the National Research Council), manager of the ccTLD .it , and the Registrar, to guarantee the equilibrium, efficiency and equity of the system of registration for domain names in the ccTLD .it , and equal accessibility to this service, in the interests of the general public.

The undersigning of the “Rules of good conduct” is an indication of the commitment of the Registrar to observe, in addition to the laws in force and the Regulations of the ccTLD .it , as defined in the premises of the previously cited "Registrar Contract", transparent behaviour and behave correctly where other Registrars and the IIT-Registry are concerned and avoid any action which might harm the sector and/or the entire system of assigning domain names in the ccTLD .it.

Adhesion to these rules is also aimed at guaranteeing the Registrant, as end user, that the Registrar will observe the maximum diligence in carrying out the activities entrusted to him, Registrar, in the registration and management of the domain name and will act promptly in order to remove any hindrance which might render the registration or management of the domain difficult.

Adhesion to the “Rules of good conduct”, the subject matter of this deed, is voluntary; non adhesion will not bar the signing of the contract. For the purposes of transparency for users, the IIT-Registry will publish these rules on its website (<http://www.nic.it>) and also make available to users the names of Registrars who have undersigned the rules.

The “Rules of good conduct” are binding for Registrars who accept them and failure to comply with them can be cause for the termination of the contract in accordance with the provisions of paragraph 18 of the same. In such cases, the Registrar will be notified of non-performance by means of recorded delivery letter and invited to perform within 15 (fifteen) days of receipt of the said recorded delivery letter.

The whole of the above being stated, the Registrar:

1. declares and guarantees that in relations with the end user he will be diligent in informing the end

users of the regulations related to the registration and management of domain names in the ccTLD .it , several times recalled, published on the IIT-Registry's website: <http://www.nic.it> , carrying out with due diligence the operations necessary for the correct registration and maintenance of the domain name;

2. declares and guarantees that in relations with the end users of the afore said service, he will propose transparent agreements for the services he supplies and will adopt and/or ensure that his staff adopt ethically correct behaviour, without hindering termination of any registration contract already stipulated with Registrants;
3. declares that in the carrying out of his own activities he undertakes to orientate his own behaviour to fairness towards other Registrars, avoiding attitudes which might damage the legitimate interests of the end consumer;
4. declares that he will refrain, where the IIT-Registry and other Registrars are concerned, from actions which might create situations of crisis in the system of assignation and management of domain names in the ccTLD .it , preventing other Registrars, in violation of the normal duties of honesty and fairness in commercial relationships, from accessing the service concerned;
5. declares that he will comply with, and ensure compliance with, laws governing the processing of the personal data of his clients, handling data in observance of the laws in force and with scruple and discretion
6. undertakes to not carry out spamming to Internet users and to be a diligent party towards his clients, if he becomes aware of any spamming activity by these latter, and remind them of fair behaviour;
7. undertakes to collaborate with the competent Authorities if necessary, in compliance with the laws on illicit acts over internet and to not encourage the dissemination of illicit or harmful content via Internet.

Furthermore, the Registrar shall be able to register domain names for his own use but he must refrain from hoarding, that is to say requesting the registration and maintenance of a large number of domain names without activating any services on them.

As far as the rapport with the IIT-Registry is concerned and the service offered, the Registrar undertakes to insert in his own website documented or documentable information or in any case, information based on objective facts only.

The above stated "Rules of good conduct" are aimed at promoting and protecting the activity of registering domain names, increasing the trust of the citizen and businesses where the use of Internet services are concerned, in harmony with the provisions established by the organs of government and state authorities.

Date,

The Company as Registrar
The Legal Representative
(rubber stamp and legible signature)

L'Istituto di Informatica e Telematica del CNR
(Institute for Informatics and Telematics
of the National Research Council)
Director