

ADDENDUM TO THE REGISTRAR CONTRACT

Between
VAT number
registered company)
registered office in
telephone
assignable
ordinary email address

tax code
REA (if applicant is an Italian
certified email address where

fax

business premises in
telephone
legally represented by
(first and last names and tax code), in this agreement called "Registrar"
with TAG-REG

and

lthe 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".

WHEREAS

There has been issue of the new European Data Protection Regulation n. 2016/679 (hereafter defined, Reg. (EU) 2016/679) of the European parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

The EU Regulation 2016/679 on data protection repeals the current Directive 95/46/EC; Article 13 of the Law of 25 October 2017, n. 163 grants the Government the power to adapt national legislation to the provisions of Reg. (EU) 2016/679;

The Law November 20, 2017, n.167 laying down the new provisions for the fulfillment of obligations arising from the membership of Italy to the European Union makes changes to the code regarding the protection of personal data, as per Legislative Decree n.196 of 30 June 2003;

Directive EU 2016/680 of the European Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data by competent authorities for the purpose of prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and of the free movement of such data, and repealing Council Framework Decision 2008/977/JHA;

The protection of individuals with regard to the processing of personal data is a fundamental right. Article 8(1) of the Charter of Fundamental Rights of the European Union ('the Charter') and Article 16(1) of the Treaty on the Functioning of the European Union ('TFEU') provide that each and every person has the right to the protection of

personal data concerning him or her (Article 1, EU Reg. (EU) 2016/679);

Provision n. 46 of 2018 of the National Research Council confers to Mr. Giuliano Salberini the position of Data Protection Officer (DPO) pursuant to art. 37 of the Reg. (EU) 2016/679

That being stated, it is necessary to undersign this Addendum, which is an integral part of the current Registrar Contract.

Paragraph 1 Annexes

In addition to the Premises, the following Annexes constitute an integral and substantial part of this Agreement, when undersigned by the Registrar:

- Annex A "Use of the Logo of the .it Registry and the terms "Registrar accredited by the .it Registry" and ".it Registrar", available on the Registry website.
- Annex B ""Rules of Good Conduct"; available on the Registry website
- *Addendum to the Registrar Contract in accordance with the requirements of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data*

Paragraph 12 Premises and conditions for registration

The registration and maintenance of a domain name is carried out by the Registrar on behalf of the Registrant in respect of the premises and prerequisites described in this Contract and in the Rules of the ccTLD .it. The Registrar undertakes to register and maintain domain names, also by means of automated procedures, on condition of acceptance by the Registrant of every single clause contained in the Registration Form, as established in this Agreement and in the Rules of the ccTLD .it, also available on the Registry's website, www.registro.it.

The procedure of registration and maintenance of a domain name must always make clear the identity of the Registrar of reference, as defined by the legislative decree 70/2003.

The Registrar undertakes to register domain names assuming, on behalf of the Registry, before inserting the domain name in the DBAN, the identifying data of the Registrant, of the administrative and technical contacts, if different from the Registrant, on the basis of the prerequisites and modalities foreseen by the Rules of the ccTLD .it. The data of the Registrant and of the technical and administrative contacts must coincide with what has been inserted in the DBAN by the Registrar.

The Registrar undertakes to register the domain names on condition of acceptance by the Registrant of each and every clause regarding declarations and assumptions of responsibility, with regard to the IIT-Registry, relative to the assignment of the domain name, as specified in the Rules of the ccTLD .it. The abovementioned declarations and assumptions of responsibility must be sent to the Registry by means of written documentation, or in the equivalent forms, as specified in Parag. 14, *Obligations of*

Documentation, of this Agreement.

In conformity with the content of Parag. 23, *Data treatment and role of the Registrar*, the Registrar undertakes to supply the Registrant with the information relative to the modality and aims of the data treatment, and to obtain, when the Registrant is a natural person, the relative consent, on the basis of what established by the IIT-Registry by means of the abovementioned Rules of the ccTLD .it.

The giving of consent must be made explicit for each individual data treatment and must be conveyed to the Registry in written form in the ways and terms foreseen in Parag. 14, *Obligations of Documentation*, of this Contract and in the Rules of the ccTLD .it, and also in the Parag. 6, 7 and 8 of the EU Regulation 2016/679.

In accordance with Art. 44, parag. 2, B) of the Decree Lee 6 December 2011, n. 201, converted, with modifications, from Law 22 December 2011, n. 214, juridical persons, bodies or associations are longer qualified as interested parties, and therefore these subjects are no longer entitled to receive the information and possible request for consent foreseen by EU Regulation 2016/679.

Physical persons continue to be entitled as their personal data are treated in connection with the activities regarding this Contract, also where they are supplied with this aim by subjects who are no longer qualified as interested parties with application of the obligations of information and possible consent by the aforementioned subjects.

On completion of the registration procedure with insertion of the domain name in the DBAN, the Registry will send to the Registrant a final communication, to the email address in the DBAN, containing a summary of the information already in the DBAN and that concerns the assumptions and declarations of responsibility, the giving of consent and the identifying data of the Registrar that carried out the registration. With the aim of ensuring the correct execution of the procedure of registration, the Registrar undertakes to bring to the attention of the Registrant the need to verify and supply a correct telematic address, e.g. email address.

At the final outcome of the assignment of the domain name the Registrar undertakes to inform the Registrant, by means of communication from Registrar to Registrant, in accordance with that foreseen in the Consumer Code legislative decree 206/2005 and by directive 2000/31, as recognized by legislative decree 70/2003.

Paragraph 13 Obligations of the Registrar

The Registrar undertakes to register and maintain domain names exclusively on the prior assumption by the Registrant of the obligations contained in the Registration Form, as indicated in the Regulations of the ccTLD .it.

1. Obligations regarding the phase of registration.

Through signing this Contract the Registrar undertakes to:

I. acquire, at the same time as application for registration, the personal data of each

Registrant for whom the Registrar registers or manages a domain name, as indicated in the Regulations;

- II. 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, as defined by the ccTLD .it Regulations;
 - III. receive a declaration by means of which the Registrant guarantees the Registry, under the Registrant's own liability, that the registration of the domain name requested does not damage, as far as the Registrant is aware, the rights of third parties;
 - IV. receive a declaration by means of which the Registrant indemnifies the Registry against the improper use of the domain name to be registered;
 - V. receive a declaration of the Registrant made to the Registry accepting the Regulations for the assignment 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;
 - VI. inform the Registrant that registration of the domain name cannot be made anonymously, as this is not in conformity with the data treatment policy of the Registry and that the obligations related to the domain name are attributed to the subject that is indicated as the Registrant of the domain name;
 - VII. supply each Registrant with appropriate notification of the treatment of personal data made by the IIT-Registry and obtaining acceptance from the Registrant.
 - VIII. send to the Registrant an appropriate communication via email with which the Registrar informs the Registrant of the registration of the domain name, and change of Registrar (Transfer) and Registrant (Trade).
2. Obligations regarding the phase of management of registrations, observance of the Regulations, of due diligence and correctness..

Through signing this Contract the Registrar undertakes to:

- I. comply with the Regulations, as indicated in Paragraph 2, *Definitions*, of this Contract and any changes made to them in the future as defined in Paragraph 3 of this Agreement, *Juridical Hierarchy*;
- II. carry out activities for the registration and maintenance of domain names with best diligence and with appropriate means, staff, organization and technical know-how; and carry out prompt updating of Registrant data when requested by the Registrant;
- III. guarantee the Registrant the supply, at freely determined fees, of such operations and activities as established in the Regulations and Guidelines, as defined in Paragraph 2 *Definitions*, and which constitute for the Registrar a contractual obligation;
- IV. undertake all the technical actions necessary for guaranteeing the completion of operations on the domain name in compliance with the Regulations;
- V. notify the Registrant of the AuthInfo code, safely and confidentially, on completion of the registration and maintenance of the domain name, such as, but not limited to, operations for registration, modification of the Registrant (Trade) and/or the Registrar (Transfer) within five days from these operations, in order to guarantee the carrying out of necessary operations for the registration and management of domain names. For this purpose any other means enabling the Registrant to

obtain the Authinfo code in a secure and confidential manner, such as, for example, the provision of the abovementioned code on the website of the Registrar through SSL connection, shall be deemed valid. The Registrar undertakes to revise the Authinfo code in circumstances where there is a request for modification of the Registrant or of the Registrar, and whenever the Registrant requests a change;

- VI. ascertain, with ordinary diligence, prior to the operations of registration and management of a domain name, the credentials of the registrant regarding the operation requested;
- VII. inform the Registrant of the need to provide accurate, up-to-date information and notifying any changes, and that failure to provide such data can lead to the withdrawal of the domain name. Registrants must also be informed of the content of Art. 494 of the Italian Criminal Code in relation to the need to provide accurate data;
- VIII. not impede in any way a Registrant wishing to change Registrar and to fully collaborate with the Registrant in completing this operation. For example, the Registrar cannot avoid communicating the AuthInfo code to a Registrant who wishes to change to another Registrar;
- IX. observe 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;
- X. carry out the deletion of a domain name only on receipt of express authorization from the Registrant, that is, when the date of expiry of the maintenance period has been reached, indicated in the field "expire" and however, within the period of "autoRenew", and when the obligation on the basis of which the Registrar was obliged to maintain the domain name is terminated, in fact or in law;

3. Obligations regarding correct use of the registry's technical resources.

- I. In signing this Contract the Registrar undertakes not to perform activities which cause damage to the system and to the service of registration of the IIT-Registry, such as, but not limited to, saturation of resources, through denial of service, and unauthorised access to the Registry's computer systems.

4. Obligations arising from the implementation of Reg. (EU) 2016/679.

- I. The Registrar is obliged to provide the IIT-Registro with sufficient guarantees to put in place suitable technical and organizational measures in such a way that the processing of the Registrant data meets the requirements of the aforementioned Regulation and guarantees the protection of the rights of the data subject according to the dictated by the articles 28, paragraph 1 and art. 32 of the Reg. (EU) 2016/679.
- II. The Registrar is obliged to provide the information, as required by the guidelines, also with regard to the diffusion and accessibility via the Internet of personal data provided by the Registrant and contained in all IIT-Registry databases, and to request their consent where required by current legislation, except in cases where the data must be made public to comply with specific legal obligations.

- III. In the case of a personal data breach from which a risk may arise for the rights and freedoms of the interested parties, the Registrar is obliged to notify the event to the Supervisory Authority as soon as possible, and in any case not later than 72 hours after having become aware of it (art. 33, Reg. (EU) 2016/679). In addition, the Registrar is required to notify the IIT-Registry and the Data Subject of the processing.
- IV. The Registrar is obliged to carry out the following tasks (article 30 p.1, Reg. (EU) 2016/679): keeping a register, also in electronic form, in which all data processing activities carried out under their own responsibility are recorded, to be made available to the Supervisory Authority at any time and containing at least the following information:
 - a. the name and contact details of the Registrar, the sub-processor (if any) and the Data Protection Officer (if any);
 - b. the categories of the data processed;
 - c. where appropriate, transfers of personal data to third party countries or international organizations;
 - d. description of the technical and organizational security measures applied to data protection;
 - e. definition, for each treatment of personal data, of the duration of the data treatment and its cancellation;
 - f. making obsolete data anonymous, in compliance with the regulations in force concerning the prescription and keeping of archives;
 - g. adherence of the Registrar to an approved code of conduct referred to in Article 40 (EU Reg. 2016/679) or to an approved certification mechanism referred to in Article 42 (Reg. (EU)2016/679), may be used as an element to demonstrate the sufficient guarantees referred to in paragraphs 1 and 4 of this Article;
- V. If the Registrar provides for the appointment of a sub-processor of the data processing, the latter is bound to the same obligations that the Registrar assumes towards the IIT-Registro. The sub-processor is required to notify the Registrar of any personal data breach regarding the rights and freedom of the data subjects. It will be the Registrar's responsibility to notify the Supervisory Authority using the same procedures as in point III, and to communicate this to the IIT-Registro. In case of non-fulfillment of the duties of the sub-processor, the Registrar retains the entire responsibility towards the IIT-Registro.

Paragraph 17 Technical provisions

The IIT-Registry makes available to the Registrar, in its systems, completely automated procedures for the registration and maintenance of domain names for which the Registry owns all intellectual copyrights, 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 .it Registry, the Registrar is also allowed to change the personal data of the Registrant, if requested by the latter, in compliance with the Personal Data Protection Code, in compliance with the Reg. (EU) 2016/679.

The Registrar is obliged to use the access to the .it Registry's software components, according to the ordinary rules of diligence provided for by the law, in good faith and in compliance with the functional and technical instructions, which include security measures.

The identifying information given to accredited Registrars for access to the automated systems of the Registry and for use of software components, for the registration and maintenance of a domain name, must be scrupulously conserved and used by the Registrar with diligence and must not be passed on to third parties.

Paragraph 23 Data treatment 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 .it Registry is the Data Controller and the Registrar is the Data Processor.

In accordance with article 4, comma 8 of the Reg. (EU) 2016/679 and article 4-bis of the Law of 20 November, no.167, with this document, the Registrar is appointed Data Processor for 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 Database 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 .it Registry is the Controller, is permitted by virtue of this agreement.

The Registrar declares that he/she 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 28, comma 1 of the Reg. (EU) 2016/679.

As to the above, the Registrar shall adopt a policy for data processing in compliance

with the European Law on data protection, Reg. (EU) 2016/679, 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 5, 6 and 13, paragr. 1, and article 14, of the use of his personal data, including its dissemination and accessibility via internet and processing in the .it 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. update the Registrant's data , based on the information received from the registrant with regard to the data associated with the registrant as contained in the DBAN, by undertaking to provide for or permit their adaptation, having given prior notification and obtained consent, by means of automated procedure or otherwise. The Registrar also undertakes to update the data of the registrant on the basis of information received from the registry, as per ccTLD.it Regulations;
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 Article 32 and 34 of the Reg. (EU) 2016/679.
6. give appropriate instructions to persons in charge of data processing;
7. transmit without delay to the Data Controller all requests in accordance with articles 15, 17,18, 20 of the Reg. (EU) 2016/679 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.

In compliance with the obligations as per article 13, comma 1, letter b) and articles 6, 9 of the Reg. (EU) 2016/679 the data of the Registrar (company name, registered office address, email), as Data Processor, will be entered in the record of the Data Processor available on the .it Registry's website (<http://www.registro.it>).

The Registrar shall indemnify the .it Registry against any burden or nuisance arising from proceedings brought by the Registrant or third parties or from intervention by the Italian *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 Area or in a State not recognized 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 "Privacy Shield", he must sign, contextually to this contract, one of the standard contracts, in the text in force at the time of entering into contract, authorized by Decision of the Commission of European Communities 2016/1250 on July 12, 2016

and by Decision of the Commission of European Communities 2016/2295 on December 16, 2016 integrated by further regulation indicated in the specific authorizations of the *Garante*. The subjects can neither modify the mentioned clauses, nor link up single clauses or single groups of clauses indicated in the decisions at issue. In this respect, the Registrar shall indemnify the .it Registry against third party legal or administrative proceedings resulting from the violation of data protection laws in relation to this Contract.

The Registrar undertake to keep the IIT-Registry unharmed and indemnify against any liability arising from proceedings brought by the Registrant or third parties or from the intervention by the Italian Garante for the protection of personal data, as a consequence of violation of the laws on data protection relative to this contract.

Barring the aforementioned specifications, the Registrar remains the Data Controller for everything concerning the Registrar's own contractual relations with Registrants.

Paragraph 29 Data treatment and the role of the Registrar

1. Responsibilities of the Registrar with reference to the obligations and duties described in Parag. 13, *Obligations of the Registrar*, with regards to the phases of domain name registration, management of registrations, observance of the Regulations and diligence and correctness, correct use of the systems of the .it Registry, and regarding also Parag. 14, *Documentation*.
 - I. Without prejudice to the fact of compensation for possible damage provoked to the .it Registry by single non-fulfilments of the obligations specified in Parag. 13, *Responsibilities of the Registrar* and Parag. 14, *Documentation*, the violation of one or more of the abovementioned obligations implies that the Registrar has a contractual responsibility. This justifies the Registry in terminating the contract, or, on identifying a violation, applying the penalties, or suspending the service with the modalities and terms foreseen in the following Paragraphs 30, *Penalties*, and 31, *Procedure for the application of penalties*.
2. Responsibilities of the Registrar with reference to the provisions set out in Parag. 23, *Data treatment and role of the Registrar*.
 - I. Without prejudice to the fact of compensation for possible damage caused to the .it Registry by single non-fulfilments of obligations as specified in Parag. 23, *Data treatment and role of the Registrar*, the violation of one or more of the abovementioned obligations, as a non-exhaustive example, not updating the Registrant's personal data, implies that the Registrar has contractual responsibility and legitimizes the .it Registry to terminate the contract, or otherwise apply penalties or suspend the service, in the modalities and terms foreseen in the following Paragraphs 30, *Penalties*, and 31, *Procedures for application of penalties*.
3. Responsibilities of the Registrar with reference to the provisions set out in Parag. 27, *Assignment of Contract*.

- I. The assignor and assignee Registrars are responsible for the non-collection of the documentation relative to registration and maintenance of domain names that are involved in the operation of assignment or transfer, including the express acquisition by the assignor Registrar of all the Authinfo codes associated with the domain names, in the full respect of appropriate security measures regarding data treatment. The assignor and assignee Registrars guarantee that the transfer of personal data occurs in full respect of the current legislation, including, as a non-exhaustive example, the adoption of appropriate security measures.
For the purposes of the abovementioned provisions, consideration is taken only of those non-fulfilments which raise issues of tort. For behavior of a malicious sort causing damage to the Registry, the Registry shall adopt the necessary safeguards and immediately suspend the service in the terms specified above. In all the cases mentioned above the Registrar shall indemnify the .it Registry against third parties for whatever burden or nuisance, therein including possible actions of the Registrant, or third parties, or interventions of the *Garante* for the protection of personal data, in the event of direct or indirect violation of legislation regarding data protection, in relation to this Contract, either by means of violation on the part of the Registrar or the Registrar's collaborators.

4. Responsibility of the Registrar with reference to the provisions contained in art. 13 *Obligations arising from the implementation of the GDPR*.
 - I. IIT- Registro is not responsible for any violations of Reg. (EU) 2016/679 committed accidentally, intentionally or negligently by the Registrar. Therefore, any sanctions imposed by the Supervisory Authority (articles 82, 83 and 84 of Reg. (EU) 2016/679) remain the responsibility of the Registrar. Should the violation be carried out by a sub-processor, the sanctions remain the responsibility of the Processor.

Paragraph 43 Explanatory information and consent in accordance with Regulation (EU) 2016/679

In accordance with the Reg. (EU) 2016/679 natural persons are the interested parties accordingly only some categories of subjects are entitled to receive the disclosure requirements and the possible request for consent, as foreseen by the abovementioned law.

Individuals whose data is processed in connection with the activities related to this contract continue to have the right, even if provided for such purposes by people who are no longer eligible, under the terms of this policy. In accordance with art.13, Reg. (EU) 2016/679 the personal data supplied by the parties will be collected by the .it 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 (name of the holder, company premises, e-mail address) in the list of Registrars accredited by the .it Registry, released via web for the purpose of informing the registrants as per articles 9 and 13, paragraph 1, of the Reg. (EU) 2016/679. The conferral of this personal data to the .it 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.

Furthermore, the personal data of the Registrar will be made available on the accounting system of the CNR for invoicing operations and credit entry of sums necessary to ensure efficient working of the Registrar and other fulfilment of legal obligations.

Consenting to the Rules of Good Conduct, as defined in the Premises, entails the visibility of the Registrar's acceptance of these Rules on the Registry website. The National Research Council through the Institute for Informatics and Telematics is the Data Controller. (<http://www.registro.it>).

The Registrar, as the party concerned, can exercise the right to access to data relating to him or her as foreseen by Article 15 of the Reg. (EU) 2016/679. 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.

Date,

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

The Istituto di Informatica e Telematica del
CNR
The Director

In accordance with the provisions of articles 1341 and 1342 of the Italian Civil Law the following Clauses are approved: Art. 12 Premises and Conditions for Registration, Art.13 Obligations of the Registrar, Art. 17 Technical Provisions, Art. 23 Data Treatment and the Role of the Registrar, Art.29 Responsibilities of the Registrar, Art. 43 Explanatory Information and Consent in accordance with the EU Regulation 2016/679.

Date,

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