

# CONTRACT

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Between \_\_\_\_\_ tax code \_\_\_\_\_  
VAT number \_\_\_\_\_ REA (if applicant is an Italian registered  
company) \_\_\_\_\_  
registered office in \_\_\_\_\_  
telephone \_\_\_\_\_ fax \_\_\_\_\_ email 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

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The .it Registry 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 organization which takes care, on its own behalf and by means of its own organization, 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.

The term ccTLD .it Registry or .it Registry shall be considered equivalent.

## Paragraph 1 Annexes

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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-NG Portal”
- Annex E “Use of the denomination “Registrar accredited by the .it Registry”, “.it Registrar ” and of the Logo of the .it Registry”

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

## Paragraph 2 Definitions

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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 services of registration and assignment of internet domain names in accordance with the terms and conditions established in this contract.

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

**Operations subject to billing.** Certain operations necessary for guaranteeing the registration and maintenance of a domain name require payment in advance.

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

**RAIN-NG:** The web portal of the IIT-Registry reserved for Registrars.

**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 assignment and maintenance of domain names in the ccTLD .it , available on the website of the Registry [www.registro.it](http://www.registro.it), specified as follows:

- Regulations for the assignment 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 ccTLD .it in the
- synchronous system;
- Guidelines for the resolution of disputes regarding domain names in the ccTLD .it .

These documents are available on the Registry’s website <http://www.registro.it> and are liable to change over the course of time and as technical demands or innovations require. The modalities through which such variations are enforced are established in Paragraph 10 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.

**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).

**TAG-REG.** Tag identifying bodies operating synchronous (-REG) registration of domain names on behalf of Registrants in accordance with contractual duties and regulation provided by the .it Registry.

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

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### Paragraph 3      Domain names

The parties acknowledge and accept that on the basis of the technical rules contained in the Regulations for the assignment 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.

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### Paragraph 4      Object of 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.

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### 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 Operations”.

The Registrar is a technical intermediary, delegated by the Registry and the Registrant, who carries out activities necessary for the registration and management of domain names in respect of the contract and the Regulations and with due diligence and professionalism.

The Registrar must prove possession of the technical skills for the operations for which the Registrar is to be authorized 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 enabling the Registrar to carry out the various operations and tasks provided for by the Regulations.

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

The company applying to be Registrar must undertake the accreditation test with its own means and organization. With this aim, for the carrying out of the accreditation test, the company applying to be Registrar must attach to the contract proposal an indication as to who will undertake the test on behalf of the aforementioned company, certifying, by means of the company's legal representative, the status of their collaboration.

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

Annex A, in provisional terms, contains the rules for accreditation referring to Maintainers which, having this right in accordance with that specified in Annex A, have not become Registrars at the date of publication of this contract and by 31/12/2010.

For the purpose of accreditation, any corresponding MNT tag shall be deemed resolved by mutual consent after 45 (forty five) days from notification by the IIT-Registry of operational status. The Registrar must carry out the operations of migration within 45 (forty five) days of the aforementioned declaration of operational status.

It is understood that the accreditation procedure does not apply to Registrars that are already accredited.

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

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## Paragraph 6      Multi-tags

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In order to guarantee transparency towards third parties and for efficient operation of the registration and

management of domain names, there is a single TAG-Registrar per corporate name. Therefore the creation of more tag-REGs is not permitted even if they are requested by different maintainers.

If, at the date of publication of this contract, a company possesses more than one TAG-Registrar, the Registry will formally communicate the fact to the Registrar and will come to an agreement with the Registrar on the means and terms of the unification procedure, which must be completed within three months of the aforementioned communication and, in any case, not beyond a year from the registration of this contract.

The only exception to what is specified in the points above is the case in which the aforementioned multitags referring to a single corporate name can be demonstrated with documentation to be relative to different lines of activity through the use or registration of different trademarks. In this case the company must send to the Registry a motivated and documented request to maintain further Registrar tags within a year from the signing of the present contract.

This case, where accepted by the IIT Registry, requires payment of the operations referred to in paragraphs 13 (Payment and invoicing), 14 (Tariffs for maintenance of a domain name in the ccTLD .it) and 17 (Change of Registrar for a substantial number of domain names).

The registry reserves the right to reassess its policy regarding the maintenance of a number of tags

referring to different lines of activity according to technical workload and evolution of the market, in addition to the aforementioned transparency regarding third parties.

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#### Paragraph 7      Use of the .it Registry logo and of the denominations "Registrar accreditato del Registry.it", and "Registrar.it".

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The rules for using the logo of the .it Registry and the denominations "Registrar accreditato del Registry.it" and "Registrar.it" are disciplined by the specific regulations reproduced in Annex E.

With the exception of any other condition provided in the present contract, the right to use the signs mentioned in Annex E, and to other conditions and terms within the contract, can be put into effect by the Registrar only on completion of the accreditation procedure, as defined in Annex A.

With this aim, the Registry will make available for the Registrar, on the dedicated Registrar portal, the aforementioned trademarks.

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#### Paragraph 8      Rules of good conduct

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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 the Registrar, in carrying out the activities of registration and management of domain names in the ccTLD .it, to act with ethically sound behavior in the general interests of Internet users.

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#### Paragraph 9      Responsibilities and duties of the Registrar

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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 in the ccTLD .it, exclusively against acceptance in advance, by the Registrant, of the terms and conditions contained in Annex B of 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 or manages a domain name, as indicated in the Regulations;
- 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 a declaration through which the 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 a declaration through which the Registrant assumes responsibility for the use of the domain name to be registered;
- e) receive a declaration of the Registrant 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;

- f) supply each Registrant with appropriate notification of the treatment 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 third parties, or, subordinately, for himself, with best diligence and with his own and appropriate means, staff, organization 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;
- 4) notify the Registrant, safely and in all confidentiality, of the AuthInfo code in order to guarantee the carrying out of necessary operations for the registration and management of domain names;
- 5) ascertain, with ordinary diligence, prior to the operations of registration and management of a domain name, the right of a subject to use AuthInfo and to carry out the operation requested;
- 6) diligently notify the Registrant of any information necessary for the best management of the domain name with reference to the operation foreseen in the Regulations;
- 7) not impede in any way a Registrant wishing to change Registrar and to collaborate with the Registrant in completing this operation. By way of example only, the Registrar cannot avoid communicating the AuthInfo to a Registrant who wishes to change to another Registrar;
- 8) 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;
- 9) carry out the deletion of a domain name only following receipt of express authorization from the Registrant, that is, the maintenance period having expired, when the juridical obligation on the basis of which the Registrar was obliged to maintain the domain name is terminated, in fact or in law;
- 10) 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:

- 1) document that the registration of the domain name has taken place in compliance with the duties established in this contract and in the Regulations;
- 11) document the domain name maintenance operations requested by the Registrant and carried out on the basis of the Regulations;
- 12) 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;
- 13) 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;

- 14) transmit to the IIT-Registry, in accordance with the Regulations of the ccTLD .it, the information and documentation regarding the registration of a domain name 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 19.

## Paragraph 10 Responsibilities and duties of the Registry

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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 assignment 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, or other body of the same nature;
- 15) 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, or other body of the same nature. Any changes and amendments to the Regulations will come into force after 30 (thirty) days from email communication to Registrars and publication on the RAIN-NG 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;
- 16) carry out at its own expense the functions and activities provided for by the Regulations of the ccTLD .it;
- 17) 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;
- 18) 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.
- 19) supply the technical Helpdesk service according to the bands shown in Annex C;
- 20) maintain and update the technical procedures which guarantee the security of transactions between the Registry and the Registrar;

- 21) maintain and update the 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 ;
- 22) maintain and update the software system for accreditation on which the Registrar can carry out the accreditation procedure;
- 23) maintain and update the DBAN;
- 24) allow the Registrar access to the data and systems necessary for the registration of domains according to the modalities agreed with the IIT-Registry;
- 25) supply technical instruments for the viewing and updating of invoice data according to the provisions of paragraph 12 and Annex D;
- 26) carry out training activities as specified in paragraph 21 of this contract;
- 27) 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 11      Technical provisions

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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 Personal Data Protection Code, 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 email communication to Registrars and publication of this information, functions and procedures on the IIT-Registry portal.

## Paragraph 12      Database of Assigned Names (DBAN)

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

The signing of 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 13      Payment and invoicing

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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 7 (seven) days, on the basis of the tariffs shown in paragraph 14.

If the Registrar's credit is only sufficient to maintain domain names for the following 7 (seven) days, the IIT-Registry will prohibit the Registrar from carrying out any invoiceable operations, 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 is aware that he will not be able to request or carry out any invoiceable operations, as defined in paragraph 14, 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 enables updating of credit by means of virtual POS and bank transfer by accessing the RAIN-NG Portal.

Annex D, "Modalities for updating and viewing accounting data on the RAIN-NG Portal", specifies procedure for credit updating and technical details regarding access to the virtual POS service.

For bank transfer, 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 by writing the TAG-REG. The IIT-Registry reserves the right to notify any change to banking references.

If payment is made via bank transfer, the Registrar must also compile the appropriate online form on the RAIN-NG portal, indicating payment details, as specified in Annex D "Modalities for updating and viewing accounting data on the RAIN-NG Portal".

The IIT-Registry also makes available for the Registrar tools to see all the invoices issued, of the relative operations carried out and of the domain names due to expire in the 7 (seven) successive days, according to the specifications in Annex D "Modalities for updating and viewing accounting data on the RAIN-NG Portal". Residual credit data is available to the Registrar by querying the EPP server.

On signing this contract the Registrar declares that he knows and accepts that invoices relative to the registration service will be made available on the RAIN-NG Portal, in the appropriate section. The invoices must be printed out and archived according to current law.

With reference to the costs of accreditation mentioned above in paragraph 5, when the accreditation test has been passed, the IIT-Registry invoices the Registrar in the following ways:

- 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 the amount 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 Annex A made as pre-payment for the normal service cannot be less than € 100.00 (one hundred).

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 aforementioned credit.

#### Paragraph 14 Tariffs for the activity of maintaining a domain name in the ccTLD .it

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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;
- 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 aforementioned tariffs, the Registry, for the operations stated in paragraph 17 below, “Change of Registrar for a substantial number of domain names”, shall apply the costs shown in the said paragraph.

#### Paragraph 15 Data processing and the role of the Registrar

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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);
- 28) 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;
- 29) 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;
- 30) 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;
- 31) 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;
- 32) 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;
- 33) give appropriate instructions to persons in charge of data processing;
- 34) 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;
- 35) 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 art. 13, paragraph 1, letter f), and art. 24, paragraph 1, letter b) of the Personal Data Protection Code, 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 IIT-Registry's website (<http://www.registro.it>).

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 Area 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, one of the standard contracts authorized by Decision of the Commission of European Communities, ex parag. 26 of directive 95/46/EC, and authorized by the Garante ex parag. 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 aforementioned specifications, the Registrar remains the Data Controller for everything concerning contractual relations with Registrants.

## Paragraph 16      Obligation of Confidentiality

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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 divulgation 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;
- 36) 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 authorized to divulge and/or use;
- 37) 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 17 Change of Registrar for a substantial number of domain names

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Without prejudice to the provisions of paragraph 18, 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 7 (seven) 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 organization involved and must contain the declaration that the Registrants have been duly informed and have accepted the aforementioned transfer. It shall be understood that the successor Registrar must receive the documentation regarding registration and maintenance of the domain names and as per paragraph 9 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 favor 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 Registrars involved undertake jointly or separately to keep unharmed and indemnify the IIT-Registry against any liability deriving from this operation.

## Paragraph 18 Assignment of contract

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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 assignee and assignor must inform all grantees of domain names and make them acquainted of the change.

In addition, the Registrar successor to the contract must:

- 1) acquire the documentation in the possession of the assignor regarding the registration and maintenance of the domain names;
  - 1.1) 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;
  - 1.2) acquire from the assignor Registrar all the AuthInfo codes associated with the domain names in compliance with the suitable security measures regarding data treatment;
  - 1.3) send, within 30 (thirty) days, the acceptance of the contract.

The Registrar companies are aware that assignment of the contract implies assignment of residual credit to the assignor and that acceptance by the IIT-Registry of the aforementioned assignment

relative to the contract and the credit is conditional on these operations occurring in the forms of law and only if the assignment of the credit is explicitly mentioned, in terms of amount and procedure, in the abovementioned contract of assignment.

On sending to the IIT-Registry the proposal of acceptance of assignment of the contract and the credit in question the parties declare to the IIT-Registry that all abovementioned appropriate executions have been regularly carried out and that the aforementioned proposal is an integral part of the contract of assignment.

On acceptance of the operation of assignment of contract and credit by the IIT-Registry, the IIT-Registry issues a credit note in favor of the assignor for the residual amount with the description "assignment of contract" and, contextually, by way of regular accounting practice, invoices this amount, already paid, to the assignee regarding the aforementioned assignment.

The Registrar is aware that on completion of all necessary operations for assignment of the contract the TEG-REG is cancelled and all the domain names are transferred into the TAG-REG of the assignee Registrar.

Assignment is subject to the express acceptance of the IIT-Registry; in this respect the principle of silence/assent is not valid.

## Paragraph 19 Express termination clause

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In the following cases:

- 1) non-performance by the Registrar of even one of the obligations of paragraph 9 to which he is subject;
- 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;
- 3) non-observance of the provisions of Paragraph 15, regarding data processing;
- 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 behavior 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 behavior 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.

- 1) 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.
- 2) In the case of non-observance of the rules for good conduct as specified in Annex F, where signed, the IIT-Registry will consider the contract rescinded, ex Parag. 1456.
- 3) Any verification of untruthful declaration as regards Paragraph 5, section 5, results in cancellation of the contract.
- 4) Any tolerance by the IIT-Registry of the above indicated behavior 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 20      Effects of termination

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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 expiry date. The Registry will inform the assignees 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 21      Right to withdraw

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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 10, p. 2, and to the technical procedures, specified in the last part of paragraph 11; 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 10, 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.

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## Paragraph 22 IIT-Registry courses

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The IIT-Registry undertakes to organize 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.

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## Paragraph 23 Activities of research and development of the IIT-Registry

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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 organized 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.

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## Paragraph 24 Communications

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For communications between the parties, the parties elect domicile care of the address or addresses indicated in the premises of this contract, including email addresses to be used for regular communication. 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 email.

The parties undertake to keep their contact details as indicated in the contract, including email 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 behavior.

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## Paragraph 25 Meetings with Registrars

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The IIT-Registry undertakes to convene an annual meeting with Registrars 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 presented on this occasion.

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## Paragraph 26 Review of tariffs

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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 email address shown in the contract.

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#### Paragraph 27 Starting date and duration of the contract

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This contract starts from 1 January 2011 and end on 31 December 2012. For contracts signed after 1 January 2011 the contractual term shall in any case expire on 31 December 2012.

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#### Paragraph 28 Explanatory information and consent in accordance with Italian legislative decree 196 of 30 June 2003

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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, released via web for the purpose of informing the registrants as per art. 13, paragraph 1, letter f) and art. 24, paragraph 1, letter b) of the Personal Data Protection Code, 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 National Research Council through the Institute for Informatics and Telematics is the Data Controller. (<http://www.registro.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 Registrar 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.

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#### Paragraph 29 Place of jurisdiction

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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

L'Istituto di Informatica e Telematica del CNR

(Institute for Informatics and Telematics)

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 7 – Use of the denomination "Registrar accredited by the .it Registry", ".it Registrar" and of the Logo of the .it Registry; paragraph 9 – Responsibilities and duties of the Registrar; paragraph 10 – Responsibilities and duties of the Registry ; paragraph 13 – Payment and invoicing; paragraph 14 - Tariffs for the activity of maintaining a domain name in the ccTLD .it; paragraph - 15 Data treatment and the role of the Registrar; paragraph 17 - Change of Registrar for a substantial number of domain names; paragraph 18 - Assignment of the contract, paragraph 19 - Express termination clause; paragraph 20 - Effects of termination; paragraph 21 - Right to withdraw; paragraph 27 – Starting date and duration of the contract; paragraph 28 - Explanatory information and consent in accordance with Italian legislative decree 196 of 30 June 2003; paragraph 29 Place of Jurisdiction; 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 .it Registry 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 .it Registry", ".it Registrar" and of the Logo of the .it Registry"

Date,

The Company as Registrar

### **1. Accreditation of new Registrars**

The organization 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 accreditation platform and to the relative technical Helpdesk service and for attendance at special courses organized 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 € 4,500.00 (four thousand, five hundred euro) excluding VAT, as prepayment of the costs for 1000 (one thousand) operations for registering and maintaining domain names in the ccTLD .it.

Payment must be made on 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**

This section is provisional and reserved for the Maintainers who on 31/12/2010 have a maintainer contract that has been active for at least six months.

The Maintainer can take advantage of the best offer if the proposal for the contract is received by the IIT-Registry by 31/12/2010 and on condition that there are no outstanding insolvency situations at the moment of application for accreditation.

In any case the starting date for the Registrar contract is 1 January 2011.

The Maintainer can make use of the best offer only once, in accordance with the terms and conditions specified in this section and the following section.

With the signing of the present agreement the Maintainer is made aware that if the accreditation procedure is not completed within five months from the date at which the Maintainer, Registrar applicant, is able to access the accreditation platform, as specified in the first paragraph of the following point 3, for whatever reason, the best offer is not longer available.

In this case the Maintainer must use the conditions indicated above at point 1., reserved for new registrars, assuming the relative costs.

With this aim the Maintainer, once having signed the contract, must:

- a) pay the IIT-Registry the sum of € 300.00 (three hundred) plus VAT in order to have access to the accreditation platform 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) plus VAT.
- d) The payment must be made on 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”.

At the moment of sending the contract the Maintainer must specify the TAG-MNT he wants to migrate.

The MNT that wishes to migrate to the synchronous system or the organization that wishes to be accredited as a new Registrar cannot use the TAG-REG corresponding to a TAG-MNT already assigned.

### **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 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.

Within 5 (five) months from the date at which the aspiring Registrar has access to the accreditation platform, 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.

At the end of the five-month period, if the applicant has not passed the test the contract is automatically rescinded and cannot be re-proposed within six months of the announcement by the Registry that the contract has been rescinded.

Any failure to pay the sums mentioned in the points 1.c) or 2.c), 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 19 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 sufficient credit, in accordance with the terms of this contract.

In this case, a Registrar originating from an MNT position must complete the procedure of migration within 45 days from the above mentioned communication of operativity. After 45 days the corresponding TAG-MNT is legally rescinded.

During the aforementioned time period, 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 what stated in the 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

## Annex B “Acceptance of the Clauses necessary for the registration of a domain name in the ccTLD .it Duties and responsibilities of the Registrant ”

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The registration of a domain name in the Database of Assigned Names of the .it Registry 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 email 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 assignation 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 aforesaid 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 “Data Processing and the role of the Registrar”, 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 and 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 email 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

## Annex C “Modalities for carrying out the service of registration of domain names by the .it Registry and definition of times of availability of the services associated therewith”

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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.registro.it>, RAIN-NG portal reserved for Registrars: <https://rain-ng.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 reserved for Registrars, according to the timetable provided on the RAIN-NG portal;
- 8) telephone, hard-copy and email help desk service 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 99,99%.

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

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;
- optimization for improved performance of systems and applications.

The calendar of planned ordinary maintenance will be published on the RAIN-NG 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 email and via the RAIN-NG portal as quickly as possible.

For the year 2011 7.3 (seven point three) days of ordinary maintenance are foreseen, with a maximum continuous stop for planned maintenance equal to 6 (six) hours. For the following years maintenance planning will be indicated on the RAIN-NG portal.

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 malfunction. These systems signal any faults found during monitoring via email/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-NG portal. In particular, for the service mentioned in point 3), third party systems for measuring and monitoring can also be used.

An emergency fault line is also foreseen for the services concerned. This service must only be used in the case of evident malfunctions regarding the services mentioned in points 3, 4 and 5.

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 from 20.00 to 7.00;
- notification is by telephonic communication.

## **24 hour available services**

The service mentioned in point 1) public website of the IIT-Registry <http://www.registro.it>, RAIN-NG 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 matters reserved for Registrars, and 9) telephone and email help desk service for technical matters, reserved to future Registrar, is available week days from Monday to Friday in accordance with the timetable provided on the RAIN-NG portal.

The service mentioned in point 8) telephone, hard-copy and e-mail help desk service reserved for end users is guaranteed according to the times indicated on the public website.

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 email and via the RAIN-NG 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

## Annex D “Modalities for updating and viewing accounting data on the RAIN-NG Portal”

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The IIT-Registry makes available to the Registrar, via secure and reserved access to the RAIN-NG 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 or through the RAIN-NG portal. This credit will be updated automatically according to the payments made and the operations carried out by the Registrar.

As specified in paragraph 13 of the present contract payments can be made via virtual POS or by means of bank transfer.

The possibility of using virtual POS will be available to Registrars (<https://rain-ng.nic.it>) using the Visa and Mastercard circuits. Credit card payments must respect the following steps:

- Once the credit card payment has been chosen, the registrar must compile a form with the name of the person making the payment and the amount to be paid, which cannot be less than 100 Euro (as in the case of a bank transfer);
- When the form has been compiled and the data confirmed, the Registrar will be connected, via *https*, in secure mode, to the portal of *BNL Positivity*, where the specific data of the credit card being used must be supplied (name, card number, expiry date, security code);
- If the payment is accepted, the amount will be immediately credited to the Registrar and the relative invoice will be available, once payment has been verified, on the RAIN-NG portal in the section “Invoices”;
- Credit card data, inserted in the *BNL Positivity* website, will remain in the sole possession of BNL if the payment is made via virtual POS.

If payment is made via bank transfer, the IIT-Registry will make the amount available as soon as effective payment is confirmed.

The Registrar, having made a payment, can request the updating of his credit via the RAIN-NG 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-NG portal), accompanied by a copy of the banking document.

With the aim of guaranteeing an efficient service, once the aforementioned documentation has been received, the IIT-Registry will proceed, as follows, to validate the credit of the sum paid, permitting the execution of the service, except under serious and proven circumstances.

For trans-border bank transfers payments will be accredited two days from the currency maturity date. The IIT-Registry is 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 19 of this contract, reserving the right to

take further civil or criminal action.

## Annex E “Use of the denomination “Registrar accredited by the .it Registry”, “.it Registrar” and of the Logo of the .it Registry

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### 1. Recognition of the ownership and quality of the Logo of the .it Registry

The Registrar acknowledges that the IIT-Registry is the sole owner of the following signs:

“Registro.it”, “Registrar.it” and “Registrar accreditato del Registro.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:



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

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

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” (.it Registry), “Registrar accreditato del Registro .it” (Registrar accredited by the .it Registry)” and “Registra .it” (.it Registrar) 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 by the .it Registry” or “.it Registrar” in association with the Logo of the .it Registry 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 .it Registry.

Use of the aforementioned signs of the registry must respect the technical rules in the technical manual (Corporate Identity Manual) defined in the present agreement, Annex E b, available at [www.registro.it](http://www.registro.it). This annex stipulates the technical rules to be respected in using the trademarks on a website, on printed paper and in brochures.

### **3. Rights granted and terms of use of the Logo of the .it Registry**

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

- use the Logo of the .it Registry in association with the wording "Registrar accreditato del Registry.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 .it Registry in association with the wording "Registrar accreditato del Registry.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 accreditato del Registry.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 " ccTLD .it Registry" or ".it Registry", of the ".it Registrar". "Registrar accreditato del Registry.it" and over the sign as per figure 1, 2 and 3 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 .it Registry and, in general, of the name "ccTLD .it Registry" or ".it Registry" and of the denomination "Registrar.it" and "Registrar accreditato del Registry.it", and undertakes to not challenge the aforementioned 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 accreditato del Registry.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 .it Registry as well as the denomination "Registrar.it" and "Registrar accreditato del Registry.it" using the exact color and to enlarge or reduce them in such a way that the proportions remain the same and that they are perfectly legible, in accordance with the abovementioned technical manual (Annex Eb) . The Logo and the denomination ".it Registrar" and "Registrar accredited by the .it Registry" cannot be changed or retouched in any way. The Logo and the denomination ".it Registrar" and "Registrar accredited by the .it Registry" can be

downloaded in various formats and resolutions from the RAIN-NG portal of the IIT-Registry, in accordance with the aforementioned technical manual;

- 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 .it Registry as well as the denomination “.it Registrar” and “Registrar accredited by the .it Registry”, 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 .it Registry as well as the denomination “.it Registrar” and “Registrar accreditato del Registry.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 .it Registry as well as the denomination “Registrar.it” and “Registrar accreditato del Registry.it” or with which they might be confused;
- refrain from any deed which might provoke the vulgarisation of the denomination and Logo of the .it Registry as well as the denomination “Registrar.it” and “Registrar accreditato del Registry.it” or the loss of its notoriety and/or renown;
- not use the denomination and Logo of the .it Registry as well as the denomination “Registrar.it” and “Registrar accreditato del Registry.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 by the .it Registry”, “.it Registrar” and the Logo of the .it Registry.

## **6. Withdrawal of the right to use the denomination and Logo of the .it Registry**

The Registrar cannot continue to use the denomination “Registrar accreditato del Registry.it”, “Registrar.it” or the Logo of the .it Registry, nor the trademarks as per paragraphs 8 and 9 of Annex E, if:

- a) the Registrar, for whatever reason, is no longer the holder of a contract with the .it Registry,
- 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 .it Registry from his website;
- destroy all materials and documents reproducing the denomination and Logo of the .it Registry where such denomination and sign have been printed or stamped or which recall the Registrar as an accredited .it Registrar.

In the case of withdrawal of the use of the denomination and Logo of the .it Registry as well as the denomination “.it Registrar” and “Registrar accredited by the .it Registry”, 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 .it Registry as well as the denomination “.it

Registrar” and “Registrar accredited by the .it Registry”, 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 .it Registry, a Registrar holding an active contract and who uses the current wording and Logo of the .it Registry 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 license 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 license 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 are identical or similar to the signs to which these regulations refer.

## **10. Use of other signs and denominations**

If, during the course of the current contractual relation, the IIT-Registry decides unchallengeably, with written communication to the Registrar, to change totally or partially the denominations or trademarks specified in paragraph 1 or the present regulations, or to add new trademarks:

- a) The registrar cannot, in any case, maintain legal rights specified in these regulations regarding the denominations and trademarks which have ceased to be used;
- b) The present regulations apply in all respects to the new denominations and new trademarks.

## **11. Enforceability of the clauses of the main contract**

For everything else which is not 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 place of jurisdiction.

Date,

The Company as Registrar

L'Istituto di Informatica e Telematica del CNR

(Institute for Informatics and Telematics)

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; 2. Subject; 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; 8. Use of collective trademarks; 9. Extension of the regulations to further identical or similar registered trademarks; 10. Use of other signs and denominations; 11. Enforceability of the clauses of the main contract

The Company as Registrar



## Annex F “Rules of Good Conduct”

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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 ccTLD .it, 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 behavior which Registrars, that is to say organizations 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 aforementioned "Registrar Contract", transparent behavior and behave correctly where other Registrars and the IIT-Registry are concerned and avoid any action which might harm or discredit 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.registro.it>) and also make available to users the names of Registrars who have undersigned the Rules of good conduct.

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.registro.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 aforementioned service, he will propose transparent agreements for the services he supplies and will adopt and/or ensure that his staff will adopt an ethically correct behavior, 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 behave in a spirit of fairness towards other Registrars, avoiding behavior which might damage in any way 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 disturbance 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 treatment of the personal data of his clients, handling data in observance of the laws in force and with scrupulousness and discretion;
- 6) undertakes to not carry out spamming activities 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 the need for fair behavior;
- 7) undertakes to collaborate with the competent legal Authorities if necessary, in compliance with the laws on illicit acts over the internet and to not encourage the dissemination of illicit or harmful content via the internet.

Furthermore, the Registrar shall be able to register domain names for his own use but he must refrain from domain 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 relationship 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 safeguarding the activity of domain name registration, thereby increasing the trust of both the single citizen and enterprises 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

L'Istituto di Informatica e Telematica del CNR

(Institute for Informatics and Telematics)

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