Protocol No. 438574 of 15 ottobre 2026

Contract Proposal

Esteemed Registrar,

Object: Contract proposal for the granting of non-exclusive right to perform for third parties, or in a subordinate way in itself, the services of registration and maintenance of domain names in the ccTLD .it and in the SLD edu.it.

Dear Sirs,

The Institute of Informatics and Telematics of the National Research Council of Italy (CNR), Via Giuseppe Moruzzi no. 1 - 56124 PISA, tax code 80054330586, VAT no. 02118311006, hereafter called “IIT-Registro”, grants you, who accepts, the non-exclusive right to perform for third parties, or in a subordinate way in itself, the services of registration and maintenance of domain names in the ccTLD .it and in the SLD edu.it, under the following conditions.

WHEREAS

The ccTLD .it Registro is administered by the Institute of Informatics and Telematics of the National Research Council of Italy (CNR) (IIT), formerly the Institute for Telematic Applications and even earlier the CNUCE Institute, on the basis of appropriate delegation issued in 1987 by IANA/ICANN (https: // www.iana.org/domains/root/db/it.html).

The management of the SLD edu.it was conferred to the Institute of Informatics and Telematics (IIT) with a special delegation from the Ministry of Education, University and Research on 19th March 2018.
The management of the SLD gov.it was conferred to the Institute of Informatics and Telematics (IIT) by a specific delegation of the Italian Digital Agency (AgID) on 0002020/2022.
The Registrar is an organisation accredited by the IIT-Registro that provides services for the registration and maintenance of domain names in the ccTLD .it, on its own behalf and through its own organisation and, following the aforementioned delegation, in the SLD edu.it and in the SLD gov.it. The Registrar acts synchronously under the conditions set out in this Agreement and in accordance with the Regulations of the ccTLD .it, the Regulations of the edu.it SLD and the Regulations of the SLD gov.it.

The regulatory framework

- The Registro and the Registrars shall behave in compliance with all the legislation in force in the various sectors of activity and, in particular, as regards the processing of personal data, with EU Regulation 679/2016, "GDPR" and Legislative Decree No. 196 of 30 June 2003, updated by Legislative Decree No. 101 of 10 August 2018 and the amendments introduced by Legislative Decree No. 139 of 8 October 2021.
- The Registro and the Registrars, with respect to the sector of digital infrastructures, to which Domain Name System services relate, are subject to the application of

cybersecurity legislation, and according to the interpretation of the activity performed, to the obligations provided for by the NIS 2 Directive (EU Directive 2022/2555) aimed at identifying measures for a high level of security of networks and information systems, implemented in Italy with Legislative Decree no. 138/2024, the Implementing Regulation (EU) 2024/2690 and the EU Regulation 2019/881 (Cybersecurity Act), in the ccTLD .it, the SLD edu.it and the SLD gov.it

Article 1 Annexes

Annex B "Standards of Good Conduct", specifically signed by the Registrar, is an integral and fundamental part of this contract proposal, in addition to the preamble.

In addition, if the Registrar signs it, Annex A "Use of the Registro .it Logo, the designations "Accredited .it Registrar" and ".it Registrar", the edu.it logo and the gov.it logo" will also be part of the contract proposal.

Article 2 Definitions

For the purposes of this contract, the following terms, listed in alphabetical order, will have the meaning defined below:

Accreditation. The granting to the Registrar of the right to propose the services of registration, assignment and maintenance of domain names under the conditions established in this contract.

AuthInfo. Code that allows the Registrant to transfer the domain name to another Registrant and/or allows him to modify the Registrar. This code is issued by the Registrar to the Registrant in the ways established by art. 13, *Obligations of the Registrar*.

CoC. Acronym for Code of Conduct, i.e. the rules of good conduct. Code of Conduct, which can be found on the Registro's website and which Registrars sign at the same time as signing this Agreement.

Advisory Steering Committee of the Registro (ASC). Body of Registro.it, in which representatives of institutions, Registrars, the Registro and users and consumers participate, with the aim of collaborating to improve the functioning of the service inherent in the registration of domain names in the ccTLD .it.

Notice of the Registrar to the Registrant. Notice that the Registrant must receive from the Registrar at the outcome of the assignment of a domain name, as well as the change operations of the Registrar and/or the Registrant, pursuant to and in the manner established by art. 13, *Obligations of the Registrar*.

Final notice to the Registrant by the Registro. Notice that the Registro. it transmits to the Registrant at the end of the process of assigning the domain name.

Consumer. Under the terms of this contract, the consumer is the natural person, as well as companies with less than 10 (ten) employees, acting for purposes unrelated to any business, commercial, craft or professional activity carried out. The Registrant can be a consumer.

Database of Assigned Names, DBNA. Database maintained at the Registro of the ccTLD .it, where the data relating to domain names assigned in the ccTLD .it, in the SLD edu.it and in the SLD gov.it are stored.

Personal information. Any information relating to an identified or identifiable natural person. An identifiable person is a person who can be directly or indirectly identified, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or one or more factors specific to their physical, psychological, genetic, mental, economic, cultural or social identity.

Drop time. Mechanism that allows the deletion of domain names at pre-established dates and times according to the Registro website.

Registrars' List. List of accredited Registrars in the ccTLD .it, the SLD edu.it and the SLD gov.it published on the Registro's website and containing their contact details.

Registration form. The document containing the personal or corporate data of the Registrant and indications of all the requirements necessary to proceed with the registration of domain names, including the assumption of responsibility by the Registrant, the information notice and the related consents. This document constitutes a precondition for the correct registration of a domain name and is provided to the Registrant by the Registrar, also by means of automated procedures, during requests for registration, modification by the Registrar and modification by the Registrant of the domain name itself. The form is provided by the Registro within the framework of the ccTLD.it Regulation, the SLD edu.it Regulation, the gov.it Regulation, and the Technical Guidelines. The terms "registration form", "application form", "registration document", or "application document", shall be considered equivalent.

Force majeure or unforeseeable circumstances. Any fact that is reasonably outside the will of the parties to this relationship that makes it impossible to carry out the fulfillment, including, but not limited to, strikes, floods, earthquakes, acts of terrorism and other events that go beyond the reasonable control of the parties and involve, by law, exemption from liability.

Telematic Address. For the purposes of this contract the term "telematic address" means: a) an electronic mailbox suitable for receiving, storing and transmitting messages having the specifications defined by the IETF technical standard RFC 822 as amended by RFC 2822 or b) an electronic mailbox certified (PEC) referred to in Presidential Decree no. 68 of 11th February 2005, and legislative decree no. 82 of 7th March 2005 and related regulations, mandatory in Italy for companies, members of professional associations and public administrations.

Start and end of the contract. The beginning of the effectiveness of the contract corresponds to the moment in which the Registrar, having accredited and paid the costs necessary for the management of domain names, is put in a position to operate. The end of the contract corresponds to the expiration date indicated in the contract or at the end of its effectiveness for termination for any reason.

Registro's Logo. Those distinctive signs, logos or emblems used by the Registro that can be used by the Registrars. The use of the Registro's Logo is reserved for accredited Registrars, based on a specific license agreement available on the Registro's website. Sub-licensing is not allowed.

Lack of economic capacity of the Registrar. The state in which the Registrar finds himself due to lack of economic coverage. The Registrar, who is in this status, is not allowed to carry out billable transactions related to the registration or maintenance of a domain name. This status also occurs if the Registrar receives a pecuniary sanction and is unable, due to lack of funds, to acquit it.

Domain names. In its technical function, a domain name is a mnemonic code that facilitates access to Internet resources, characterised by a numerical address as per art. 15 of the Electronic Communications Code. The domain name is assigned for a specific time. Pursuant to Articles 12 and 22 of the Italian Industrial Property Code, Legislative Decree no. 30 of 10th February 2005, the

domain name used in the exercise of an economic activity constitutes an industrial property right, not titled.

Rules of Good Conduct. Rules prepared by the Registro it, with which the accredited Registrar shall comply. The Rules of Good Conduct are available on the Registro's website. The List of Registrars contains the Rules of Good Conduct under the abbreviation CoC.

Billable transactions. Certain operations required to ensure the registration and the maintaining of the domain name and the performance of which entails an advance payment. The following are included among the billable operations: registration, renewal, modification of the Registrar, recovery from the status of "pendingDelete/redemptionPeriod" and the bulk operation, as described in Article 20, *Tariffs for the activity of maintaining domain names in the ccTLD .it, the SLD edu.it and the SLD gov.it*.

Registro .it privacy policy. Indicates the document, which can be consulted on the Registro's website, containing the Registro. it policy in the acquisition of the personal data necessary for the registration and maintenance of domain names and their visibility in the Whois database having the value of circular, also pursuant to art. 13 of the European Regulation on the protection of personal data.

ARP portal (Accreditation Registrar Portal). Portal dedicated to the technical accreditation of Registrars, containing the documentation and online tests to be passed to become a Registrar of the ccTLD .it, the SLD edu.it and the SLD gov.it and to be able to provide the DNSSEC service. The portal is available at https://arp.nic.it.

Statistics Portal of Registro .it. Portal containing statistics relating to the registration of domain names in the ccTLD.it and related facts such as, by way of example but not limited to, cancellation, registration renewal, Registrar changes and other statistical data relating to the management and operation of the Registro .it, the SLD edu.it and the generally useful SLD gov.it, available at https://stats.nic.it.

Prepayment. Method that provides for the advance payment of registration services and maintenance of domain names.

Certified Electronic Mail (CEM). Electronic mail system in which the sender is provided with electronic documentation, with legal value, certifying the sending and delivery of electronic documents, as per the Legislative Decree 7 March 2005, "Digital Administration Code", Articles. 6, 31, 32-bis, 45, 47, 48, 54, 57-bis, 65 and subsequent amendments and additions.

Providers of the Alternative Dispute Resolution Service in the ccTLD .it (PSRD). The bodies accredited by the Registro for the alternative resolution of disputes relating to the reassignment of a domain name under the ccTLD .it.

Procedure for Access to data and documents relating to the registration, maintenance and opposition of a domain name in the ccTLD .it, the SLD edu.it and the SLD gov. it, also by means of a request received from the Registrar. Procedure allowing a third party, holder of a legally protected interest related to the information to which access is requested, to obtain documentation relating to the registration, maintenance and opposition of a domain name in the ccTLD .it, the SLD edu.it and the SLD gov.it.

Procedure for accreditation of Registrars. Technical procedure aimed at allowing the evaluation of the knowledge and skills of the candidate Registrar with respect to the Regulations for assigning and managing domain names, as defined in art. 1, *Definitions*, of this contract, as well as the applications and technical functioning of the registration system.

Opposition Procedure. Procedure that can be established by a third party that considers the

registration of the domain name to be harmful to one of its rights. The opposition can also be established by those who are not entitled to request or obtain the reassignment of the domain name itself.

Procedure for the accreditation of PSRDs. Set of documents, certificates and rules that allow a company or a professional firm based in the European Union to be able to carry out alternative dispute resolution activities in the ccTLD .it. based on the provisions of the PSRD Accreditation Regulations; this document is available on the Registro's website.

Reassignment procedure. Extrajudicial procedure for the resolution of a dispute for the assignment and use of a domain name registered in the ccTLD .it which the applicant accesses in order to be reassigned a domain name, subject to compliance with the rules contained in the Regulations “Dispute resolution in the ccTLD .it”. This Procedure is performed by the Providers of the Alternative Resolution Service in the ccTLD .it accredited by the Registro .it.

Intellectual and Industrial Property. Rights owned by the Institute of Informatics and Telematics of the National Research Council of Italy (CNR) as the maker of the data bank relating to the Data Base of the Domain Names Assigned in the ccTLD.it and the Data Base Whois, including the related know how.

RAIN. The Registro’s WEB portal reserved for Registrars available at the url https://rain.nic.it.

Registrant. Registrant means whoever requests or has obtained the registration of a domain name under the ccTLD .it or under the SLD edu.it. Registrant also means the Registrar's client.

Registrar. The organisation accredited by the Registro .it to provide domain name registration services under this Agreement.

Reseller or agent. Organisation or professional who, by virtue of a specific contract stipulated with the Registrar, participates in the Registrar's distribution channel for the registration of the domain name of the Registrant or provides him with some services. By way of example, but not exclusively, this category includes the performance of activities aimed at collecting data from the Registrant, the submission of such data to the Registrar, the preparation of agreements of any kind that facilitate an agreement for the provision of the services of registration between the Registrar and the Registrant including agency procurement activities. These and other similar activities are carried out in the sole discretion and responsibility of the Registrar, as the reseller is a sub-processor of the Registrar.

Registration requirements. Essential elements for the registration of the domain name, such as: membership or residence in a SEE country, in the Vatican State, in the Republic of San Marino, in the Swiss Confederation or in the United Kingdom; the personal details of the Registrant, the assumption of responsibility for the registration and use of the domain name; disclosure and consent regarding data processing. These elements must be present at the time of the request to register the domain name. The registration form is available in the technical guidelines on the Registro’s website.

Registration. The right granted to the Registrant to use the domain name for a limited and renewable period of time, without transfer of ownership, subject to the Regulations, the Guidelines, this Agreement and any statement, regulatory or otherwise, adopted by an Italian or European Union institution in this regard.

Synchronous registration. Operating mode of registration and management of a domain name that allows the Registrar, through automated and real-time procedures, to register the domain name directly in the Database of Assigned Names (DBAN).

Regulation of the ccTLD .it or Regulation. Term used to indicate, together or separately, the documents governing the assignment and maintenance of domain names in the ccTLD .it, in force

from time to time, specified as follows:

- Regulations for assigning and managing domain names in the ccTLD .it;
- Regulations for the resolution of disputes in the ccTLD .it;
- Guidelines for the management of synchronous operations on domain names in the ccTLD .it;
- Guidelines for the resolution of disputes over domain names in the ccTLD .it.

These documents are available on the Registro's website. The same can change over time based on any technical requirements or innovations. The ways in which these changes come into force are established in the following art. 16, *Registro's responsibilities and obligations*.

Regulations of the SLD edu.it. Term which indicates, together or separately, the documents governing the assignment and maintenance of domain names in the SLD edu.it, in force from time to time, specified as follows:

- Rules for assigning and managing domain names in the SLD edu.it;
- Addendum to the ccTLD.it Guidelines for the management of synchronous operations on domain names in the SLD edu.it.

Regulations of the SLD gov.it. Term which indicates, together or separately, the documents governing the assignment and maintenance of domain names in the SLD gov.it, in force from time to time, specified as follows:

- Rules for assigning and managing domain names in the nel SLD gov.it;
- Addendum to the ccTLD.it Guidelines for the management of synchronous operations on domain names in the SLD gov.it.

Data Processor. A natural or legal person, public authority, agency or any other body dealing with the processing of personal data on behalf of the controller.

Whois service. Public consultation service for domain names registered in the ccTLD.it and in the edu.it and gov.it SLDs.

Registro .it website. Indicates the Registro's website: https://www.nic.it or https://www.registro.it, which contains all information relating to the Registro's Regulations, as well as all the activities, initiatives and projects carried out in the scope of the Registro .it.

Registration services and maintenance of a domain name. The services that the accredited Registrar can offer to users for the purpose of registering and maintaining domain names, against a contract signed with the IIT-Registro.

Service of primary nameserver of the ccTLD .it. Service provided by the IIT-Registro that allows the visibility of a domain name on the Internet.

EPP (Extensible Provisioning Protocol) service. Internationally accepted protocol that allows Registrars to register and manage domain names via a synchronous client-server protocol based on XML.

Suspension of the contract. Transitional state in which a Registrar is placed following the application of the specific sanction pursuant to art. 30, *Penalties* of this contract. In this case, the Registrar is only permitted to maintain the domain names corresponding to his Registrar TAG.

Sub-processor. This is the third-party provider to whom the Registrar delegates part of the processing operations entrusted to it by the Data Controller (see also the definition of Reseller or agent).

TAG-REG. Abbreviation that identifies the organisations that carry out registrations of domain

names on behalf of the Registrants in compliance with the contractual and regulatory obligations provided by the Registro .it.

Accreditation test. The test that each Registrar must carry out and pass in order to prove that he has the technical skills necessary to carry out the activity of Registrar. The test is prepared by the Registro and the topics may change from time to time. Failure to pass the test does not make the already signed Registrar contract effective.

Data Controller. The natural or legal person, public authority, agency or any other body which, individually or jointly with others, determines the purposes and means of processing Personal Data.

Processing: Any operation or set of operations which is performed upon Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or provision, alignment or combination, restriction, erasure or destruction.

Trustee Privacy (often referred to as Whois Privacy, Proxy Service, Privacy Registration or similar terms). The Trustee service acts as a fiduciary intermediary in which a third-party company substitutes its own identifying details (name, address, e-mail and phone number) for those of the actual domain registrant within the public WHOIS database.

Personal data breach: A breach of security resulting in the accidental or unlawful destruction, loss or alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

Except for the foregoing definitions, or where otherwise required by the context, this contract also includes the definitions provided in the Regulations for assigning and managing domain names under the ccTLD .it, in the Rules for assigning and managing names to domain in the SLD edu.it, in the Regulations for the resolution of disputes in the ccTLD .it. and related guidelines, from time to time in force, which refer to form an integral and substantial part of this deed.

Article 3 Hierarchy of Sources

1. Without prejudice to the Registrar's obligation to comply with the Regulations of the ccTLD .it, the Regulations of the SLD edu.it and the Regulations of the SLD gov.it referred to in Article 2, *Definitions*, referred to above, and the consequent termination in the event of non-compliance with the aforementioned regulations, in the event of a conflict between the contents of the contract and the Regulations, as defined in the Regulations of the ccTLD.it above, the Regulations of the SLD edu.it, and the Regulations of the SLD gov.it, the contract prevails to the extent specifically regulated.

Article 4 Domain names

The parties recognize and accept that based on the technical rules contained in the Regulations for assigning and managing domain names in the ccTLD .it, in the SLD edu.it and in the SLD gov.it:

a) domain names are registered for a period of one year from the date of registration, or up to the date indicated in the DBAN in the “expire” field, and can be automatically renewed at each subsequent expiry;
b) the domain names, by way of example but not exhaustive, may be revoked, suspended, canceled in accordance with the provisions of the Regulations, or by order of the competent authorities.

Article 5 Object of the contract

Through this contract, the IIT-Registro grants the Registrar, who accepts, the non-exclusive right to perform for third parties, or in a subordinate way for itself, the services of registration and maintenance of domain names in the ccTLD .it, in the SLD edu.it and in the SLD gov.it, at the economic conditions established by it, freely established, and all this under the terms and conditions set forth in this agreement.

Article 6 Registrar's accreditation

The exercise of the right pursuant to art. 5 is conditionally conditioned to the registration of the Registrar by the IIT-Registro which must be carried out in compliance with the conditions and costs indicated below.

The Registrar is a technical intermediary, delegated by the Registro and the Registrant, to carry out the activities necessary for the registration and management of domain names in compliance with the contract and the Regulations and with due diligence and professionalism.

The initial accreditation is conferred by the IIT-Registro to the future Registrar upon passing a technical test aimed at allowing the assessment of the applicant's knowledge and skills with respect to the Regulations for assigning and managing domain names, as defined in art. 2, *Definitions*, of this contract, to the applications and technical functioning of the registration system.

The accreditation procedure does not apply to Registrars already accredited and is reserved exclusively for entities meeting the following requirements:

- **Territorial requirements:** the registered office must be located within the territory of the European Union (EU), the European Economic Area (EEA), Vatican City State, the Republic of San Marino, the Swiss Confederation, or the United Kingdom.

- **Operational status:** it must be an active economic entity, compliant with tax obligations and duly registered in the Business Register (or an equivalent foreign register) that formally certifies the legal status and activities of the legal entity. To this end, the applicant’s corporate purpose, as stated in current corporate documents, must be expressly consistent with and suitable for for carrying out the registration and management of domain names and related internet/IT services.

Registrars who are already accredited at the time of signing this Agreement but do not meet the aforementioned requirements must regularise their position according to the following deadlines:

- **Administrative requirements:** they must be met and proven at the time of signing this Agreement.

- **Territorial requirements**: the mandatory deadline for compliance is 31 October 2028. By this date, the Registrar must regularise the location of its registered office or, alternatively, proceed to terminate the agreement.

The termination of the contract entails the loss of accreditation.

The contents and the carrying out of the test are random with reference to the topics mentioned above.

To this end, the IIT-Registro makes available to the Registrar a test platform aimed at allowing the Registrar to perform the various operations provided for by the Regulation.

To enable the accreditation procedure to be passed, the IIT-Registro organizes special training courses and provides a specific technical helpdesk service.

The proponent will have to take the accreditation test with his own means and organisation. For the purpose of carrying out the accreditation test, the proposing company must attach to the contract proposal an indication of who will support the test, certifying, by declaration of the legal representative, the title of the collaboration and combining the identity document of the subject appointed by the future Registrar to take the test.

This contract is without prejudice to the legal and financial positions previously obtained and attributable to the TAG-Registrar, except for what is specified in the following art. 9, *Multitag*.

Once accredited, the Registrar will be able to qualify with third parties as an "accredited Registrar of the Registro .it" or "Registrar .it" according to the provisions and methods contained in this contract, in art. 10 and in the regulation concerning the "*Use of the Registro's Logo and the names "Accredited Registrar of the Registro .it"* and *"Registrar .it*", which constitutes Annex A to this contract and which will be made available on the Registro's website.

Article 7 Operating procedures for accreditation

The Registrar, upon signing the contract, upon receipt of an invoice, is required to pay the IIT-Registro the amount of € 2.500,00 (two thousand five hundred/00) plus VAT, of which € 2.200,00 (two thousand two hundred/00) to have access to the accreditation platform, to the specific technical helpdesk service and to attend the special courses organised by the IIT-Registro, and € 300,00 (three hundred/00) to carry out the technical accreditation tests.

This fee, to be paid within 30 (thirty) days of the invoice issue, remains acquired by the National Research Council of Italy (CNR) for all purposes.

Upon receipt of payment, the IIT-Registro will activate an "account" to allow the Registrar access to the accreditation platform. The specifications and documents relating to the accreditation procedure, to the test platform, to specialist technical helpes, from time to time in force, will be available on the web portal reserved for aspiring Registrars (https://arp.nic.it).

1. The accreditation procedure will take place as follows:

   The accreditation test must be passed within 5 (five) calendar months from the date on which the future Registrar can access the accreditation platform and can be repeated with a minimum interval of one week.
   At the end of the 5 (five) months, if the proposer has not passed the test, the contract is automatically terminated and cannot be repeated until 6 (six) months have elapsed since the resolution was pronounced by the Registro.
   Upon passing the accreditation test, the Registrar undertakes to pay the sum of € 4.000,00 (four thousand/00), plus VAT, within 30 (thirty) days from the date of issue of the invoice, by way of prepayment of the costs related to operations registration and maintenance of domain names in the ccTLD .it.

2. The proposing Registrar is aware that:

   I. In the event of failure to pay the amount of € 4.000,00 (four thousand/00) referred to in paragraph 1 of this article, the contract remains suspended for a maximum period of 60 (sixty) days from the date of notification by the IIT-Registro of passing the accreditation test. After this deadline the contract will be deemed terminated pursuant to the provisions of Article 32, *Express termination clause*, of this Agreement.
   II. Within 3 (three) working days from receipt of the prepayment, the IIT-Registro will enable the Registrar to carry out the relative registration operations.

III. The Registrar is to be considered operational provided that there is the necessary credit according to the terms of this contract.
IV. The Registrar shall ensure that all data entered into the Registro. it management systems (e.g. RAIN), including administrative and technical contact details, are true and always up-to-date. Every year, Registro .it will verify the e-mail addresses entered by the Registrar on the RAIN portal in the "Registrar Contacts" section and send an e-mail to validate their correctness.

The organisation, that wants to be accredited as a new Registrar, cannot use TAG-REGs corresponding to TAG-REGs already assigned.

Article 8 Registrar's website

It is an essential prerequisite for the exercise of the activity of Registrar the use and preparation of a specific website in which the Registrar indicates the contacts to which the user can contact for all the needs of registration of the domain name or connected to it, including in compliance with legislative decree no. 70 of 9th April 2003. This information will be published in the Registrar's list.

Article 9 Multitag

For the purpose of transparency towards third parties and for the best functionality of registration and management of domain names, it is established that there is a single TAG-Registrar for each holder of a Registrar contract.

If, at the date of entry into force of this contract, a nominee holds more than one TAG-Registrar, the Registro will formally notify the Registrar of the circumstance in question and will agree with it on the methods and terms for carrying out the unification operation which must be concluded within 3 (three) months from the aforementioned formal communication and, in any case, not later than one year from the beginning of the contract's effectiveness.

An exception is made to what is reported in the previous paragraph in the hypothesis that the aforementioned multitags, referring to a single nominee, can be documented by this, as pertaining to different business branches, through the use or registration of differentiated trademarks. In this latter case, the holder must send the Registro a motivated and documented request to maintain additional Registrar TAGs. The Registro will assess the request of the interested party and the attached documentation by sending the applicant, within 30 (thirty) days of the request, a communication of acceptance or refusal, duly motivated.

This circumstance, where admitted and accepted by the IIT-Registro, entails in any case the payment of the transactions referred to in articles 21, *Payments*, 22, *Billing* and 26, *Change of the Registrar for a substantial number of domain names*.

The Registro reserves the right to evaluate the maintenance policy of several TAGs-Registrars referring to different business units in relation to technical charges and market developments, as well as to the aforementioned transparency towards third parties.

Article 10 Use of the Registro's Logo, the edu.it Logo, the gov.it Logo, the accredited Registrar of the Registro .it and Registrar .it registered name

The rules for using the Registro. it Logo, as well as the names Registrar .it and accredited Registrar of the Registro .it are governed by the specific regulation contained in the Annex entitled "Use of the names "Registrar accredited by the Registro .it" and "Registrar. it", available on the

Registro's website.

Without prejudice to any other condition provided for in this contract, the right to use the signs mentioned in the aforementioned Annex, under the conditions and terms contained therein, may be exercised by the Registrar only upon passing the accreditation procedure, as defined in this contract

To this end, the Registro will make avalaible the specifications and specimens of the aforementioned trademarks to the Registrar on the Registrar's portal.

The Registrar will be entitled to use the Registro's Logo only in the cases listed above. The exceptions agreed in writing with the Register and those of the law are reserved.

Article 11 Rules of Good Contact

The document entitled "*Rules of good conduct*" available to the Registrar is published on the Registro's website. This code contains a set of provisions of a contractual nature designed to inspire the actions of the Registrar, in the performance of registration and management of domain names in the ccTLD .it, in the SLD edu.it and in the SLD gov.it, to an ethically correct behavior, in the general interest of the Internet users.

The Registrar who signs the agreement with the Registro shall adhere to the *"Rules of good Conduct"* by signing them. Their name will appear in the list kept by the Registro on its website, accompanied by the abbreviation CoC.

The Code of good conduct is also established pursuant to art. 27 of the Consumer Code, Legislative Decree no. 206 of 6th September 2005.

Failure to comply with the "Rules of good conduct", disputed in the terms set forth in the following art. 31, *Procedure for the application of the penalties* involves the forfeiture of the Registrar from the adhesion to the code and the suspension of the initials CoC next to its own name for 12 (twelve) months.
From the date of receipt of the communication of cancellation, the Registrar must, within 5 (five) days, remove from its headed paper, website, advertising including audiovisual material and any other communication material any direct or indirect reference to the condition of adherent to the "Rules of good conduct". After 12 (twelve) months, the CoC acronym will be reactivated, and the Registrar may again refer directly or indirectly to the status of adherent to the "Rules of good conduct".

Article 12 Prerequisites and conditions for registration

Registration and maintenance of a domain name is conducted by the Registrar in favor of the Registrant in compliance with the prerequisites and requirements described in this contract and in the Regulation. The Registrar undertakes to register and maintain domain names, including through automated procedures, subject to acceptance by the Registrant of each single clause contained in the registration form, as established in this agreement and in the Regulation also found on the Registro's website.

The procedure for registering and maintaining domain names must always make clear the identity of the reference Registrar, as defined by Legislative Decree 70/2003.

The Registrar undertakes to register domain names assuming, on behalf of the Registro, before entering the domain name in the DBAN, the identifying data of the Registrant, based on the

requirements and methods provided for in the Regulation. The data of the Registrant and of the technical and administrative contacts must coincide with what is entered by the Registrar in the DBAN.

To fulfill the identification obligations set out in the preceding paragraph, and in compliance with the requirements regarding the accuracy of domain name registration data mandated by Directive (EU) 2022/2555 (NIS2), the Registro .it will launch a pilot project enabling domain name registration and the collection of identification data via digital identity systems (SPID, CIE).

This pilot project aims to test potential technological solutions, ensuring maximum operational readiness for any future regulatory obligations arising from Regulation (EU) 2024/1183 (eIDAS 2) and other relevant regulations.

The Registrar undertakes to proceed with the registration of domain names upon explicit acceptance by the Registrant of each specific clause concerning the declarations and assumptions of responsibility, with respect to the IIT-Registro, relating to the assignment of the domain name, as specified in the Regulations of the ccTLD .it, the SLD edu.it and the SLD gov.it. The aforementioned declarations and assumptions of responsibility must be documented to the Registro in writing, or in equivalent forms, as reported in art. 14, *Documentation obligations*, of this agreement.

In accordance with the contents of art. 23, *Data processing and the Registrar's role*, the Registrar is required to provide the Registrant with the information relating to the methods and purposes of the processing, and to obtain, if the Registrant is a natural person, sole proprietor or freelance professional, the relative consent, based on the contents prepared by the IIT-Registro through the aforementioned Regulations.

The provision of consent must be explicitly provided for the treatment inherent to natural persons, sole proprietorships and freelancers and must be documented in the Registro in writing in the manner and terms established by art. 14, *Documentation obligations*, of this contract and by the Regulation, as well as by the art. 6, 7 and 8 of the EU Reg. 2016/679.

After the registration procedure with the registration of the domain name in the DBAN, the Registro will send the Registrant a final communication, to its e-mail address listed in the DBAN, containing a summary of the information already present in the aforementioned DBAN and those concerning the assumptions and declarations of responsibility, the provision of consent and the identification data of the Registrar who performed the registration. In order to allow the correct completion of the registration procedure described above, the Registrar undertakes to remind the Registrant to set up and verify a correct electronic address and telephone number in use by the Registrant itself. As defined in Article 2, an electronic address means an electronic mail box suitable for receiving, storing and transmitting messages having the specifications defined by the IETF technical standard RFC 822 as amended by RFC 2822 or b) a certified electronic mail box (PEC) as referred to in Presidential Decree No. 68 of 11 February 2005, and Legislative Decree No. 82 of 7 March 2005 and related regulations, which is mandatory in Italy for companies, members of professional bodies and public administrations.

At the end of the assignment of the domain name, the Registrar is obliged to inform the Registrant himself, through notice of the Registrar to the Registrant, pursuant to the provisions of the Consumer Code legislative decree 206/2005 and the directive 2000/31, as implemented by Legislative Decree 70/2003.

The Registrar undertakes to register and maintain domain names exclusively in view of the prior assumption by the Registrant of the obligations contained in the Registration Form, as reported in the Regulations of the ccTLD .it, in the SLD Regulations edu.it and in the SLD Regulations gov.it

1. Obligations relating to the registration phase.

By signing this contract, the Registrar undertakes to:

I. acquire, at the same time as the registration request, the personal data of each Registrant for which it registers or maintains domain names as indicated in the Regulations. The information shall refer to the Registrant and not to Registrar, Attorney or Representative of a person or entity that does not meet the registration requirements seto out in Article 2;

II. check, on the basis of the declarations made by each Registrant for which it registers the domain names, that it complies with the subjective requirements for the registration of domain names, as defined by the Regulations of the ccTLD .it, the SLD edu.it and the SLD gov.it;

III. receive a declaration from the Registrant to the Registro with which he/she ensures, under his responsibility, that the registration of the domain names requested does not affect, as far as he is aware, the rights of third parties;

IV. receive the Registrant's declaration to the Registro with which he assumes responsibility for the use of the domain names he intends to register;

V. receive a declaration of acceptance of the Regulations from the Registrant to the Registro for the assignment and management of domain names in the ccTLD .it, the Regulations for the assignment and management of domain names in the SLD edu.it, the Regulations for the assignment and management of domain names in the SLD gov.it and the Regulations for the resolution of disputes in the ccTLD .it (including the relative Guidelines), including any amendments that may be made over time;

VI. inform the Registrant that the registration of domain names cannot take place anonymously, since this does not comply with the data processing policy implemented by the Registro and that the obligations related to domain names are attributable to the person indicated as Registrant of the domain name. The Registrar is also expressly prohibited from providing, promoting or allowing the use of Trustee Privacy or equivalent services (often referred to as Whois Privacy, Proxy Service, or Privacy Registration and defined in Article 2), which replace the identity of the actual registrant of the domain name with that of third parties (nominees or trustees);

VII. inform the Registrant and receive a declaration by means of which it takes responsibility for keeping the personal information accurate, complete and up-to-date, both with the Registrar with whom the Registrant has registered one or more domain names and with the Registro (through the Registrar);

VIII. Inform the Registrant and receive from a declaration by means of which the correct operation and update of the e-mail address and telephone number provided is guaranteed to the Registro, in order to correctly receive official communications sent by the Registro and/or the PSRDs, i.e. the bodies accredited by the Registro for the alternative resolution of disputes relating to the reassignment of a domain name under the ccTLD .it. Such communications may substantially change the legal and technical status of the domain name;

IX. provide each Registrant with appropriate information on the processing of personal data carried out by the IIT-Registro, obtaining its acceptance;

X. send the Registrant a specific e-mail notification informing him of the registration of domain names, or of the operations to change of the Registrar and of the Registrant.

It is in any event the Registrar's specific obligation to take all reasonable steps to promptly delete or amend Registrant’s data that is inaccurate or incomplete, including at the Registro's request, with respect to the purposes for which it is processed, in accordance with the requirements of Article 5(1)(d) of the GDPR.

2. Obligations regarding the phase of management of registrations, compliance with the Regulations, diligence and correctness.
By signing this contract, the Registrar undertakes to:

I. observe the Regulations, as reported in art. 2 *Definitions* of this contract and the changes that were made to it in the light of the provisions of art. 3, *Hierarchy of the Sources* of this agreement;
II. carry out the activity of registration and maintenance of domain names with the best diligence and with adequate means, personnel, organisation and technical knowledge, as well as promptly updating the data of the Registrant if requested by him;
III. endeavour to increase its level of IT security in order to ensure the timely execution of this agreement and to avoid the production of damage to the Registro or Registrants;
IV. ensure compliance with cybersecurity provisions, implementing appropriate and proportionate technical and organisational measures with respect to the management of cyber risks, including the accuracy of processed data, so as to prevent and minimise the impact of any security incidents suffered;
V. guarantee the Registrant the provision, at freely determined rates, of transactions and activities established in the Regulation and in the Guidelines, as defined in art. 2, *Definitions* and which constitute a mandatory contractual obligation for it;
VI. undertake all the technical actions necessary to guarantee the implementation of operations on the domain name in accordance with the Regulation;
VII. communicate to the Registrant, in a secure and confidential manner, the completion of the registration and maintenance of the domain name, such as, by way of example, but not limited to, registration operations, modification of the Registrant (Trade), of the Registrar (Transfer) and in any case within the maximum term of 5 (five) days from this event, the Authinfo code in order to guarantee the carrying out of the necessary registration and management operations of the domain names assigned to them. To this end, another method that allows the Registrant to acquire the AuthInfo code in a secure and confidential manner, such as, for example, making the aforementioned code available on the Registrar's website via SSL connection must be considered valid. The Registrar undertakes to modify the Authinfo after a change by the Registrant or the Registrar and in any case in which the Registrant requests a change;
VIII. ascertain, using ordinary diligence, before carrying out the operations concerning the registration and management of domain names, the credentials of the Registrant with respect to the requested operation;
IX. inform the Registrant of the need to provide accurate personal data, including the e-mail address and telephone number, as well as communicate any updates of the same data and the consequences that such non-compliance may entail, including the revocation of the domain name, as well as informing the Registrant of the contents of the art. 494 of Penal Code regarding the need to provide accurate data. These obligations are established in accordance with the principle of data accuracy set out in Article 5(1)(d) of EU Regulation 2016/679 (GDPR) and the specific obligations to maintain accurate and complete information on domain names imposed by Article 28 of EU Directive 2022/2555 (NIS2), aimed at ensuring the security and transparency of the domain name system within the European Union;
X. do not obstruct the Registrant in any way if he wishes to change the Registrar and collaborate with the same for the execution of this operation. By way of non-exhaustive example, the Registrar cannot refrain from communicating Authinfo to the Registrant wishing to switch to another Registrar;
XI. comply with the utmost diligence in the management of domain names that put the company in a state of total or partial inactivity according to the provisions set forth in the Regulation, promptly informing the Registrant and assuming the relative responsibilities towards the IIT-Registro and the Registrant;
XII. carry out the deletion of a domain name only following an explicit authorization by the Registrant, or, when the expiration date of the maintenance of the domain name has expired, indicated in the “expire” field and, in any case, within the “autoRenew” period and

the fact that the Registrar was obliged to maintain, either in fact or in law.

3. Obligations of correct use of the technical resources of the Registro.
   I. By signing this contract, the Registrar undertakes not to perform activities that cause damage to the IIT-Registro registration systems and services, such as, but not limited to, saturation of resources through *Denial of Service*, as well as access to IT systems of the Registro outside of the authorizations granted.

4. Obligations arising from the implementation of EU Regulation 2016/679.

   I. The Registrar is obliged to provide IIT-Registro with sufficient guarantees to implement adequate technical and organisational measures so that the data processing of the Registrant meets the requirements of the aforementioned Regulation and guarantees the protection of the rights of the data subject according to the of the articles 28, paragraph 1 and art. 32 of the EU Reg. 2016/679.
   II. The Registrar is obliged to provide the information, as required by the technical guidelines, also as regards the diffusion and accessibility via Internet of the personal data provided by the Registrant and contained in the IIT-Registro databases and to request the relative consent, where required by current legislation, except in cases where the data must be made public to fulfill specific legal obligations.
   III. In the event of a breach of personal data that could give rise to a risk for the rights and freedoms of the data subjects, the Registrar is obliged to notify the Guarantor of the event as soon as possible, and in any case not later than 72 (seventy two) hours (art. 33, EU Reg. 2016/679). Furthermore, the Registrar is required to notice it:

      - to the data subject concerned;
      - To the IIT-Registro, at the following CEM address: registro@pec.nic.it, writing in the subject of the CEM: Data Breach, with the indication of the TAG Registrar.

   IV. The Registrar is obliged to fulfill the following tasks (art. 30 p.1, EU Reg. 2016/679): keeping the register, in which all the data processing activities carried out under his own responsibility are reported, to be sent to the Owner of the IIT-Registro processing, according to the methods indicated by it, containing the following information:
      1) Location, with position and contact details;
      2) Tag Registrar;
      3) Data Protection Officer (DPO) if present;
      4) Description of personal data categories;
      5) Legal basis of the processing;
      6) Purpose of the processing;
      7) General description of technical and organisational security measures;
      8) Deadlines for cancellation;
      9) Processing methods.

   Obligations arising from the appointment of the reseller (sub-processor)

   I. In the event that the Registrar engages a reseller to perform domain name registration and management activities, the latter shall act as a sub-processor pursuant to Art. 28(4) of EU Regulation 2016/679 (GDPR). The Registrar guarantees that the Reseller is bound by contract or other legal act to data protection obligations similar to those set forth in this agreement, providing sufficient guarantees to implement appropriate technical and organisational measures. It is understood that the Registrar is liable to the Controller for any non-compliance by the sub-processor, including with regard to the data accuracy and integrity obligations set forth in Art. 28 of EU Directive 2022/2555 (NIS2).
   II. The Reseller is required to notify the Registrar of any personal data breaches affecting the rights and freedoms of data subjects. The Registrar shall be responsible for notifying the Supervisory Authority in the manner set forth in Paragraph 4, Point III, and for

informing the IIT-Registro .it.

III. In the event of the Reseller's failure to fulfill its obligations, the Registrar bears full responsibility towards the IIT-Registro .it.

IV. Under no circumstances is the Reseller authorised to engage, in turn, another sub-processor.

5. Obligations arising from NIS 2

I. The Registrar is obliged, in connection with the scope of application of the legislation inherent in Directive (EU) 2022/2555 (and subsequent national enactments) and in compliance with the Implementing Regulation (EU) 2024/2690, to comply with this legislation, in order to ensure a high level of cybersecurity nationwide.

Article 14 Documentation obligations

The IIT-Registro, also ex officio, and interested third parties for reasons of justice or public authorities may request to document the registration of a domain name. Therefore, in order to satisfy this probationary requirement, by signing this contract, the Registrar undertakes to:

1. document that the registration of domain names and any related maintenance operations requested by the Registrant took place in compliance with the obligations established in this contract, in art. 12, *Prerequisites and conditions for registration* and in art. 13, *Registrar's Obligations*;
2. with the signing of the contract the Registrar is aware that the documentation concerning the registration of domain names must consist of a copy of the Registration Form and the contextual notice of the Registrar to the Registrant confirming the registration, also according to the provisions of Legislative Decree no. 206 of 6th September 2005, Consumer Code or Directive 2000/31/EC, "Directive on electronic commerce". The e-mail notice by the Registrar consists of a copy of the e-mail in source format, containing the entirety of the Headers, without manipulation of the entire content of the message (RFC-2822) extracted from the sender's mailbox from where may include, among other information, the Message-ID;
3. maintain the documentation relating to the registration form for 10 (ten) years from the date of termination of the contract with the Registrant and any other data concerning the maintenance and management of the domain name for 5 (five) years from the extinction date of the contract with the Registrant;
4. create and maintain documentation on the processing activities carried out on behalf of the Registro, on any transfers of Personal Data and on the description of the technical and organisational measures taken
5. promptly transmit to the Registro, as provided in this contract and in the Regulations of the ccTLD .it,of the SLD edu.it and of the SLD gov.it, the request for access to data and documents relating to registration, maintenance and opposition of a name to domain in the ccTLD .it, in the edu.it and gov.it SLDs, also by request received from the Registrar, as advanced by the third party for the protection of rights, for the subsequent fulfillment by the Registro and transmission to the third applicant.

Without prejudice to further obligations deriving from specific regulations, the aforementioned documentation must be sent to the Registro in written form or even in equivalent forms pursuant to the Digital Administration Code, Legislative Decree no. 82 of 7th March 2005. By written form we mean mechanical reproduction pursuant to art. 2712 of the Civil Code, including the analogue copy of an electronic document. It must also be accompanied by a declaration, pursuant to the Presidential Decree 445/2000, signed in original, or with digital signature, by the legal representative of the Registrar, or by a person delegated by the same, which certifies the conformity of the reproduction to the original, as well as the non-alteration and integrity of the document and information in this contained.

The requirement established by this article does not satisfy the sending to the Registro of the processing of the registration data made by the Registrar. To this end, a non-exhaustive example of the ways in which it is possible to provide the Registro with the requested documentation in written form or in equivalent form, with the declaration form pursuant to Presidential Decree 445/2000 or, for Registrars not belonging to the EEA countries, declaration provided with legalization by a notary or other competent public official and equipped with apostille or consular legalization. The derogation regimes provided for in bilateral or multilateral treaties are reserved.
In the event that documentation is sent that does not satisfy the probative requirement referred to in the previous point, the Registrar assumes all responsibility towards those who had requested it and will keep the IIT-Registro relieved and harmless for any damage suffered by any in this regard.
Failure to send the Registro a complete registration document of the e-mail communication to the Registrant, accompanied by the self-certification pursuant to Presidential Decree 445/2000, or apostille, or consular legalization, will legitimize the Registro for the immediate application of the sanction according to the contents of this agreement. To this end, the Registrar will keep the IIT-Registro relieved and indemnified in relation to actions of third parties deriving or connected to the application of said sanction.

Failure to comply with the documentation obligations exposes the Registrar to responsability pursuant to the contents of art. 29, *Responsibility's regime of the Registrar*.

Article 15 Registrar's agents and intermediaries (Reseller)

The Reseller, as defined in art. 1 - *Definitions*, is third with respect to this contract and operates in the direct responsibility of the Registrar, as a sub-processor.

The accredited Registrar is the only person responsible for the activities delegated by the Registro to the Registrar with respect to the existing contract with respect to the Registrar of domain names and to the Registro .it against the existing contract and is not authorised by the Registro to further delegations.

The Registrar must make clear to the user, for all the operations of registration and maintenance of the domain name, what is his TAG Registrar of reference, regardless of whether the activities are carried out with the help of agents or intermediaries and in any capacity.

As far as the above is concerned, the Registrar cannot transfer, delegate or transfer to third parties any rights or obligations deriving from this contract, nor subcontract the activities carried out as delegate of the Registro.

The Registrar is responsible towards the Registro and the Registrant for all the activities, services, information and documents that the eventual agents make available to the Registrant, based on the contents of the art. 12, *Prerequisites and conditions for registration*, in art. 13 *Registrar's Obligations* and in art. 14, *Documentation obligations*.

Any action of intermediary agents, which may harm the Registrant or the Registro, will be directly conducted to the relevant Registrar and will be sanctioned according to the indications contained in this agreement.

Article 16 Responsibilities and obligations of the Registro

The IIT-Registro carries out the activities and provides the services necessary to guarantee and maintain the functioning of the technological activity of registration and management of domain names in the ccTLD .it, in the SLD edu.it and in the SLD gov.it,, undertaking to guarantee suitable service quality levels, as specified in art. 18, *Procedures for performing the service of registration*

of the domain names of the Registro of the ccTLD.it, of the SLD edu.it and of the SLD gov.it and definition of the times of availability of the services associated with it.

To this end, the IIT-Registro 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 the relative Guidelines), together, or separately, also the Regulations of the ccTLD .it, or also Regulations, subject to the opinion of the Advisory Advisory Committee of the Registro (AAC), in which the representatives of the Registrars also participate, pursuant to the Statute of the AAC itself;
2. collaborate with the Ministry of University and Research on the drafting of the Regulation for the assignment and management of domain names in the SLD edu.it (including the relevant Guidelines);
3. collaborate with AgID on the drafting of the Regulation for the assignment and management of domain names in the SLD gov.it (including the relevant Guidelines);
4. maintain the Regulations of the ccTLD .it, the Regulations of the SLD edu.it and the Regulations of the SLD gov.it, suitable to allow the best functioning of the system of registration and management of domain names both in the ccTLD .it, in the SLD edu.it and gov.it, subject to the opinion of the Committee Advisory to the Address of the Registro.The changes will be implemented after 30 (thirty) days from the electronic notice to the Registrars and their publication on the Registro's website and on the RAIN portal. In the hypothesis of absolute necessity and urgency, where the situation determined could prejudice the regular performance of the activities or the regular functioning of the Registro, including, by way of example but not limited to, measures immediately executive of the judicial or administrative authority, the Registro may proceed immediately or in any case within the technical time strictly necessary for the modification of the Regulation, giving simultaneous information to the Advisory Steering Committee;
5. perform the functions and technological activities necessary to guarantee an efficient service that meets the needs of the sector;
6. maintain efficient the process of resolution of the domain names of the ccTLD .it, of the SLD edu.it and of the SLD gov.it through the use of cutting-edge technologies (eg "anycast" protocol) and also through specific contractual agreements aimed at guaranteeing the visibility of domain names from any network location;
7. maintain and update the DBAN;
8. ensure all services are functional and active, pursuant to art. 18 "*Procedures for performing the service of registration of domain names of the ccTLD .it Registro, of the SLD edu.it and of the SLD gov.it, and definition of the times of availability of the services associated with it*", necessary for the registration and maintenance of domain names in a synchronous system for the service levels specified therein;
9. perform the functions and activities provided for in the ccTLD .it Dispute Rules concerning the management of disputes, the implementation of reassignment procedures and access to data and documents relating to the registration, maintenance and opposition of a domain name in the ccTLD .it also by request received from the Registrar;
10. carry out the functions and activities envisaged by the Regulation for the assignment and management of domain names in the edu.it and gov.it SLDs, relating to the opposition procedure and access to data and documents relating to the registration, maintenance and opposition of a domain name in the edu.it and gov.it SLDs also by request received from the Registrar;
11. establish an alternative dispute resolution service consisting of the establishment of an arbitration chamber and dispute resolution providers whose decisions will be accepted and executed by the Registro and which the Registrar recognizes according to the law and this contract. The alternative dispute resolution service is not provided for the registration of domain names in the edu.it and gov.it SLDs.
12. carry out the technical and administrative activities necessary to allow the Registrar to be able to operate, such as: accreditation, contract transfer, takeover and billing;

13. maintain and update an accreditation software system on which the Registrar carries out the accreditation procedure with the Registro;
14. provide a service of technical assistance and operational support to the Registrars;
15. provide an updated statistics system, as reported on the website of the Registro;
16. provide a “drop time” service in order to disclose the dates and times of cancellation of expiring domain names. The “drop time” service is not provided for domain names registered in the edu.it and gov.it SLDs;
17. provide the helpdesk service to users according to the provisions of art. 18, Procedures for performing the service of registration of domain names of the ccTLD .it Registro, of the SLD edu.it and of the SLD gov.it, definition of the availability times of the services associated with it;
18. maintain and update the technical procedures that guarantee the security of transactions between the Registro and the Registrars;
19. maintain and update the test platform to allow the Registrar to verify in advance the performance of the registration and maintenance operations provided for in the Regulations for assigning and managing domain names in the ccTLD .it, in the SLD edu.it and in the SLD gov.it;
20. allow the Registrar access to the data and systems necessary for the registration of the domains according to the methods agreed with the IIT-Registro itself;
21. provide the technical tools for viewing and updating the billing data as reported in the art. 21, *Payments and methods for updating and displaying accounting data on the RAIN portal*;
22. carry out an institutional promotion activity aimed at spreading domain names in the ccTLD .it, in the SLD edu.it and in the SLD gov.it;
23. carry out training activities as specified in art. 36, *Courses of the IIT-Registro* of this contract;
24. allow the use of the domain name that has been registered by the Registrar in accordance with the provisions of this contract and the Regulations of the ccTLD .it, the Regulations of the SLD edu.it and the Regulations of the SLD gov.it.

Article 17 Technical provisions

The IIT-Registro makes available to the Registrar, on its systems, completely automated procedures for the registration and maintenance of domain names of which it has all the intellectual property rights, in compliance with and limits set by the Regulations of the ccTLD .it, of the SLD edu.it and of the SLD gov.it.

Through the use of automated systems, on which the Registrar and the IIT-Registro carry out domain name registration and maintenance operations, the Registrar is also allowed to change the personal data of the Registrant and of the administrative contact, upon specific request by the Registrant, in accordance with EU Reg. 2016/679. As regards the modification of the personal data of a technical contact, this must take place following a specific request from the Registrant, only if the technical contact is the same as the Registrant itself.

The Registrar is obliged to use access to the software components of the IIT-Registro according to the ordinary rules of diligence provided for by law, in good faith and in compliance with the functional and technical instructions that include security measures.

The identifiers issued to the accredited Registrars for access to the automated systems of the Registro and for the use of the software components, for the purposes of registering and maintaining a domain name, must be carefully preserved and used by the Registrar with all diligence and cannot be transferred to third parties.

Article 18
Procedures for the service of registration of domain names of the ccTLD

.it Registro, of the SLD edu.it and of the SLD gov.it and definition of the availability times of the services associated with it

For the best provision of the service of registration and maintenance of domain names in the ccTLD .it, in the SLD edu.it and in the SLD gov.it, the methods of supply with specific technical services are indicated below:

1. public website of the IIT-Registro, https://www.nic.it or https://www.registro.it, RAIN portal reserved for Registrars: https://rain.nic.it and ARP portal https://arp.nic.it reserved for aspiring Registrars;
2. Whois/RDAP;
3. nameserver service of the ccTLD .it, of the SLD edu.it and of the SLD gov.it in relation to the resolution of domain names only. This service is guaranteed by the functionality of at least one of the authoritative nameservers;
4. DBAN alignment procedure with the primary nameserver of the ccTLD .it, of the SLD edu.it and of the SLD gov.it;
5. EPP service;
6. connectivity service of the IIT-Registro networks and its data routing devices;
7. telephone, paper and e-mail help desk service, reserved for Registrars, according to the time slots shown on the RAIN portal;
8. telephone, paper and e-mail help desk service reserved for end users according to the time slots shown on the website of the Registro;
9. telephone and e-mail help desk service, of a technical nature, reserved for aspiring Registrars according to the time slots shown on the accreditation portal;
10. statistics service on domain names, Registrars and Registrants and other data of interest, as reported on the portal dedicated to it https://stats.nic.it and on the website of the Registro.

Services with 24x7x365 availability
The services referred to in points 3) service nameserver of the ccTLD .it, of the SLD edu.it and of the SLD gov.it and 5) EPP service are guaranteed with availability times of 24x7x365.
The guaranteed annual uptime for service 3) is 99.99%.
The guaranteed annual uptime for service 5) is 99%.

The following main maintenance operations are foreseen for the above service:

- application of patches and updates of operating systems;
- hardware upgrades and replacements;
- changes and updates to the network infrastructure;
- updating of the RDBMS;
- patches and updates of application software;
- optimizations to improve the performance of systems and applications.

The calendar of scheduled routine maintenance operations will be published on the RAIN portal at least 15 (fifteen) days before the date of the intervention. Any extraordinary maintenance operations due to accidental causes will be noticed to the Registrars by the IIT-Registro via e-mail and through the RAIN portal, as soon as possible.
For the duration of the contract there shall be 11 (eleven) days of routine maintenance, with a maximum downtime for scheduled maintenance of 6 (six) hours.
For the service referred to in point 3) no scheduled maintenance is provided.
The availability of the services referred to in points 3 and 5 is guaranteed by the IIT-Registro by 24x7x365 active monitoring systems and specialized technical personnel ready to intervene in the event of malfunctions. These systems report via e-mail/sms any anomalies found during the monitoring phase. They allow to generate, in real time, reports concerning the uptime of services

(typically graphic reports). These reports will be published on the RAIN portal.

Services with availability of standard 24 hours

The services mentioned in points 1) public website of the IIT-Registro https://www.nic.it or https://www.registro.it, of the RAIN portal reserved for Registrars https://rain.nic.it and the ARP portal reserved for aspiring Registrars https://arp.nic.it; 2) Whois/RDAP; 4) alignment procedure of the Domain Names Database and 6) connectivity service of the IIT-Registro networks and its data routing devices, as well as point 10) statistics service https://stats.nic.it are guaranteed, normally, 24 hours from the IIT-Registro.
The services referred to in point 7) telephone, paper and e-mail help desk service, of a technical nature, reserved for Registrars and 9) telephone and e-mail help desk service, technical in nature, reserved for aspiring Registrars are guaranteed on weekdays according to the time diversification disclosed to the Registrars through the RAIN portal and the ARP portal.
The service in point 8) telephone, paper and e-mail help desk service reserved for end users is guaranteed according to the times shown on the public website.
Any extraordinary maintenance operations due to accidental causes will be communicated to the Registrars by the IIT-Registro via e-mail and through the RAIN portal as soon as possible.

Malfunctions due to causes beyond the control of the will, deriving from facts of an exceptional nature or force majeure which are not foreseeable and, in any case, not under the direct control of the Registro, such as, but not limited to, weather events, earthquakes, floods, fire, sabotage, strikes, damage to the connectivity or processing structure do not fall within the aforementioned service levels.

Article 19 Database of Assigned Names (DBAN)

The domain names assigned in the ccTLD .it, in the SLD edu.it and in the SLD gov.it are inserted and maintained in the database called Database of Assigned Domain Names (DBAN).

The signing of this contract does not give the Registrar any right, power or faculty on the Data Base of the Assigned Domain Names (DBAN).

All intellectual property rights of a patrimonial nature and not, also sui generis, in relation to the establishment and maintenance of the aforementioned DBAN will remain with the IIT-Registro.

Article 20 Rates for the activity of maintaining domain names in the ccTLD .it, in the SLD edu.it and in the SLD gov.it

1. The service charged by the IIT-Registro to the Registrar is the service of maintaining the domain name in the DBAN connected to the following events for the period of one year:

I. registration;
II. renewal;
III. change of Registrar;
IV. recovery from the state of “pendingDelete/redemptionPeriod”.

2. The unit rate, established in accordance with the National Research Council of Italy (CNR) regulations for the services of third parties of the research bodies to cover the operational, legal, systems, research and development activities related to the registration of domain names is defined as follows:

I. 4,00 (four/00) euros plus statutory VAT for each domain name registered and is not refundable;
II. 4,00 (four/00) euros plus statutory VAT for the change of the Registrar and for the

recovery from the status of “pendingDelete/redemptionPeriod”;

III. 3,30 (three/30) euros plus statutory VAT for the annual renewal of the domain name registration.

3. For Points 2.II and 2.III the sum is due for each transaction carried out and is not refundable.

4. The maintenance of the domain name will be tacitly renewed from year to year, subject to cancellation, or by order of the judicial authority, or for lack of economic coverage by the Registrar.

In addition to the aforementioned rates, the Registro, for the operations referred to in the following art. 26, *Change of the Registrar for a substantial number of domain names*, will apply the costs reported in the same article.

Payments must be made in euros.

Article 21 Payments and methods of displaying accounting data on the RAIN portal

The Registrar undertakes to pay the amounts necessary to cover the costs of registration and maintenance of domain names in the ways provided for in this agreement.

The Registrar undertakes to pay:

- the amounts relating to accreditation as reported in art. 7, O*perating procedures for accreditation*;
- the sums necessary to cover in advance the costs of registration services and maintenance of domain names according to the rates established by the Registro;
- the amounts relating to bulk transactions as reported in art. 26, *Change of the Registrar for a substantial number of domain names*;
- the sums necessary to reinstate any penalties as set forth in art. 30, *Penalties*, of this agreement.

In the event that the Registrar does not have economic capacity, according to the contents of this contract, the IIT-Registro will prevent the Registrar from performing all billable transactions, after which the domain names, once the annual expiration (expire) is reached, will be placed in the status of “inactive/notRenewed” and eventually canceled by the DBAN in compliance with the provisions of the Regulation.

With the signing of the contract, the Registrar declares to be aware that he will not be able to request and execute billable transactions, as defined in the art. 20, *Rates for the activity of maintaining domain names in the ccTLD .it*, if not against advance payments with respect to the future and certain service provided by the IIT-Registro and undertakes to maintain its credit at a level that allows it the operability. To this end, the Registrar undertakes to hold the IIT-Registro harmless and relieved of any transaction that the Registrar has not been able to carry out due to the lack of economic coverage of the operation itself.

The IIT-Registro allows the updating of the credit via virtual POS and bank transfer by means of access to the RAIN portal, according to what is reported in this article, where the methods for updating the credit and the technical characteristics relating to access are specified to the aforementioned virtual POS service.

The opportunity to use the virtual pos is offered on the portal reserved for Registrars (https://rain.nic.it) using the circuits indicated on the portal. The credit card payment procedure involves the following steps:

- once the payment method has been chosen by "*credit card*", the Registrar must complete a form with the name of the person making the payment and the amount to be paid, which cannot be less than 100 (one hundred/00) euros (as also in the case of bank transfer);
- once the form has been completed and the data confirmed, the Registrar is connected via *https*, therefore in protected mode, to the *BNP Paribas* portal, or other bank, to which it must provide the specific data of the credit card it is using (name, card number, expiration date, security code);
- if the payment is successful, the amount will be immediately credited to the Registrar.

The card details, entered on the *BNP Paribas* website, or other banking institution, will remain in the possession of only the bank.

In case of bank transfer, invoice payments must be made to the National Reseach Council of Italy (CNR):

- **For Payments made by parties other than State administrations and public sector administrations**: on bank account no. 218150, in the name of the National Research Council of Italy (CNR) - Daily collections and payments" (Consiglio Nazionale delle Ricerche – Incassi e pagamenti giornalieri) - PI-208-IIT at the Banca Nazionale del Lavoro, Branch of Rome, branch no. 6392, ABI 01005, CAB 03392. IBAN IT75N0100503392000000218150. BIC SWIFT BNLIITRR.

- **For payments made by the administrations of the State and by the administrations of the enlarged public sector Special accounting interest-free**: c/o bank of Italy - Provincial Treasury Section of the State of Rome n. 16596 - IBAN IT32E0100004306TU0000016596. For the obligations of traceability of financial flows IIT-Registro .it, based on art. 3, paragraph 8 of the Law no. 136 of 13th August 2010 (and its amendments), agrees to comply, under penalty of the nullity of the contract, with the legislation on the traceability of financial flows relating to the subject of the contract. IIT-Registro .it agrees to immediately inform the contracting station and the Prefecture of any non-fulfillment by any subcontractor of the financial traceability obligations of which it becomes aware. IIT- Registro .it, agrees to communicate all the details of the current account dedicated to public procurement for all financial transactions relating to this contract. This must be done within 7 (seven) days from the signing of this contract or, in the case of existing accounts, from their first use in financial transactions relating to a public contract, as well as, in the same term, the personal details and the code tax of the persons delegated to operate on them. The same subjects will also provide to notice any change relating to the data transmitted. If IIT- Registro .it does not use the current account specified in the paragraph for financial transactions relating to this contract, the contract is terminated based on the provisions of art. 3, paragraph 8 of Law No. 136/2010 (and subsequent amendments). To allow the traceability of financial flows, all invoices must contain the Identification Code of the CIG tender. IIT- Registro .it, undertakes to provide information relating to the current accounts dedicated to payments relating to this contract in addition to the generality and the tax code of the persons delegated to operate on them.

The Registrar must specify the reason for the payment, reporting the TAG Registrar of reference. The IIT-Registro reserves the right to notify any changes in bank references.

If the payment is made by bank transfer, the Registrar must also, necessarily, fill in a special form on the RAIN portal containing the payment details, as specified below. The Registro will make these sums available as soon as it finds the actual payment.

The Registrar, in the course of payment, must proceed with the request to update his credit through the RAIN portal, specifying the date of the currency, the holder of the transaction, the beneficiary, the credit institution, the branch, the amount, the CRO/TRN number. The procedure will automatically generate a document containing the declaration of payment, the amount paid, the

date of payment and the bank details of the beneficiary. This certificate, signed by the legal representative or a person delegated by him, must be sent by fax or e-mail to the administration of the IIT-Registro (at the addresses specified on the form made available to the Registrars on the RAIN portal), accompanied by copy of bank payment receipts.

In order to provide the best service, the IIT-Registro, once it has received the aforementioned documentation, will proceed with the validation of the accreditation of the amount paid starting from the day of accrual, allowing the execution of the service, subject to proven reasons.

The IIT-Registro may request further documentation from the Registrar as proof of payment. If the Registrar does not send as requested, the IIT-Registro reserves the right not to proceed with the accreditation of the sum paid until it finds the actual payment.

In the event that there is a mismatch between the content of the aforementioned certificate and the state of the facts, the IIT-Registro will proceed with the termination of the contract due to the other party's breach, according to the express termination clause set forth in art. 32 of this contract, subject to any further civil or criminal proceedings.

The IIT-Registro makes available to the Registrar, on the RAIN portal, in a secure and confidential access mode a procedure that allows the Registrar to have visibility of the invoices issued and the related transactions.

The data concerning the available credit of the Registrar can be viewed by querying the EPP server or via the RAIN portal. This credit will be automatically updated in accordance with the payments and with the operations carried out by the Registrar.

It is the duty of the Registrar, in the case of payments made by those who do not appear to be contract holders, to send to the IIT-Registro the details of the payer, including, if necessary, a copy of the passport and complete a special form made available to the Registro. All payment transactions by Registrars must comply with the applicable anti-money laundering legislation.

Article 22 Billing

By signing the contract, the Registrar declares to know and accept that the invoices relating to the registration service will be made available by the IIT-Registro .it:

- for Registrars located in the Italian territory, in electronic format in compliance with the relevant tax and fiscal legislation;

- for Registrars not located in the Italian territory, the invoices relating to the registration service will be made available on the RAIN portal, in the relevant section. Invoices must be printed and filed according to the applicable tax laws.

With reference to the costs related to the accreditation pursuant to art. 7, *Operating procedures for accreditation*, upon passing the accreditation test, the IIT-Registro will bill the Registrar in the ways indicated below:

- in relation to the collection referred to in point 1, III, of art. 7, *Operating procedures for accreditation*, the invoice will bear the words “Deposit on registration and maintenance of domain names, pursuant to art. 5 Registrar’s Contract”;
- in relation to the additional sums necessary to cover in advance the services of registration and maintenance of domain names, the IIT-Registro will issue an invoice as specified below:
  a. an invoice for the amount of the payment;
  b. an account statement of the number of transactions actually made in the period and any remaining credit still available.

The payments following those referred to in point 1, III, of the art. 7, *Operating procedures for accreditation* carried out as a prepayment for normal operations cannot be less than € 100,00 (one hundred/00) euros.

In the event that upon expiry of the contract, if the Registrar no longer has an interest in carrying out the activity in question and notices it in writing to the IIT-Registro, or in the event of withdrawal, it should result in a credit for the Registrar, the IIT-Registro, within 3 (three) months from receipt of the above notices, will issue a credit note (within the tax limits allowed) for the remaining amount, according to the provisions of Presidential Decree 633/72 and subsequent amendments, and will return the amount related to the aforementioned credit.

Article 23 Data processing and the Registrar's role

As part of this agreement, the data of the interested parties concerning the registration and maintenance of domain names are collected by the Registrar.

With reference to the data collection and transfer operations of the interested parties in the execution of this agreement, the IIT-Registro is the Data controller and the Registrar is responsible for the processing.

According to Articles 4(1)(8) and 28 of EU Reg. 2016/679 and para. 4-bis of art. 29 of Legislative Decree 196/2003, as introduced by Law No. 167 of 20 November 2017, by means of this document the Registrar is appointed as data controller in relation to the following activities:

1. collection of the essential data for the registration of domain names, deriving from compliance with the technical rules RFC 1591, ICP-1, ICP-2 and ICP-3 concerning the Registrant, the administrative and technical contact necessary to guarantee their operation, as well as consent to data processing by the data subjects and registration in the Data Base of Assigned Names (DBAN);
2. collection and maintenance of the data necessary to carry out the operations of management of the domain names as highlighted in the Regulations of the ccTLD .it, in the Regulations of the SLD edu.it and in the Regulations of the SLD gov.it, and adjustment of the data in the DBAN.

No other processing of personal data, of which the IIT-Registro is the owner, is permitted to the Registrar by virtue of this agreement.

The Registrar declares to have experience, ability and reliability that provide a suitable guarantee of full compliance with the current provisions on treatment, including the profile relating to security pursuant to art. 28, paragraph 1, of the EU Regulation 2016/679.

With regard to the above, the Registrar will adopt a data processing policy compliant with European data protection legislation pursuant to EU Regulation 2016/679 and will inform its Registrants. In particular he obliges himself to:

1. operate in compliance with the principles of pertinence and not excess in the processing of data;
2. inform the Registrant of the domain name pursuant to articles 5, 6 and 13, paragraph 1, and 14, paragraph 1, also with regard to the dissemination and accessibility via the Internet of the personal data of the aforementioned applicant contained in the IIT-Registro databases, and to request his consent where required by current legislation, both in the phase of prior registration of the domain name, and in relation to the operations necessary for the management of the domain name;
3. update the data of the Registrant on the basis of the notice received from him with regard to the data contained in the DBAN registering with it associated, taking charge, or allowing the

same, to provide for their adaptation, subject to circular and consent, also through automated procedure. The Registrar also undertakes to update the Registrant's data and of the administrative and technical contacts based on the indications received from the Registro as per the Regulations of the ccTLD .it, the Regulations of the SLD edu.it and the Regulations of the SLD gov.it;

4. cooperate and provide, upon request of the IIT-Registro, all information needed to demonstrate compliance with the Applicable Data Protection Act and the obligations under this contract;
5. modify or cancel the data of the Registrant and of the administrative and technical contacts promptly, if this is requested by him for the domains currently associated with it, as established in the Regulations of the ccTLD .it, in the Regulations of edu .it and in the Regulations of the gov.it;
6. implement the necessary measures to protect Personal Data against unlawful or unauthorised processing and the necessary measures required by applicable data protection law;
7. give appropriate instructions to the individuals in charge of processing;
8. transmit without delay to the data controller all the requests articles 15, 17, 18, 20 of EU Reg. 2016/679 received in relation to the treatments for which he is appointed responsible;
9. follow the instructions given by the data controller and allow the latter to supervise the timely compliance with the provisions of the law and their own instructions, also by sending periodic reports and notifications of incidents, and allowing inspections on time office by staff of the data controller or third parties delegated by it.
10. formally appoint its Resellers involved in the registration process as sub-processors pursuant to Article 28(4) of Regulation (EU) 2016/679. The Registrar warrants that such parties shall be bound by a contract or other legal act imposing data protection obligations equivalent to those set out in this Agreement. It is understood that, where a sub-processor fails to fulfil its data protection obligations, the Registrar shall remain fully liable to the Controller for the performance of that sub-processor's obligations. The Registrar also undertakes to disclose the names of its Resellers by completing the relevant section of the RAIN portal and to ensure that such information is promptly and continuously updated in the event of any changes.

In compliance with the obligations pursuant to art. 13, paragraph 1, letter b) and of the art. 6, 9 paragraph 2 of EU Reg. 2016/679, the data of the Registrar (company name, registered office, e-mail address) as data controller will be entered on the list of managers available on the IIT Registro's website at https://www.nic.it or https://www.registro.it.

The Registrar will hold the IIT-Registro harmless and indemnified towards third parties for any burden or inconvenience, including possible actions of the Registrant, or third parties, or interventions of the Guarantor for the protection of personal data, as a consequence of the violation of the protection laws of data in connection with this contract connected directly or indirectly through violations of the Registrar himself or his auxiliaries.

In accordance with Article 6 of this Agreement and in view of the expiry of the transition period, if the Registrar is based outside the European Economic Area or in a State for which an adequate degree of protection is not recognised in the face of a decision by the European Commission, or is based in the United States of America, together with this contract, must sign one of the standard contracts, in the text in force at the time of signing, authorised with Commission Execution Decision (EU) 2016/1250 of 12th July 2016 and with Execution Decision (EU) 2016/2295 of the Commission of 16th December 2016 and with Execution Decision 2021/914 of the Commission of 4th June 2021, related to the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679, supplemented by any provisions contained in the specific authorizations of the national Guarantor. The subjects who use the aforementioned clauses cannot modify them, nor combine individual clauses, nor the individual sets of clauses provided for in the decisions in question. In this regard, the Registrar will hold the IIT-Registro

harmless against third parties for any legal or administrative action taken by them, as a result of the violation of data protection laws in relation to this contract.

Consequently, the Registrar undertakes to hold the IIT-Registro harmless against any responsibility or inconvienence, including any actions by the Registrant or third parties or by interventions by the Guarantor for the protection of personal data, as a result of the violation of the laws on the protection of personal data in relation to the present contract.

Except as specified above, the Registrar remains the data controller for all matters concerning his contractual relations with Registrants.

Article 24 Data accuracy

The Registro .it operates, also by means of suitable software tools, to maintain the reliability and quality of the data contained in the DBAN, in compliance with national and European Union law provisions which impose the need to refer to exact and updated data.

If the Registro deems obvious falseness and/or incongruity in the data of registration of the domain name, it will proceed, through notice to the Registrar and the Registrant, with the request of the correction of the anomalies and, if necessary, with the cancellation of the domain name itself.

The action of the Registro is regulated by a specific procedure, as set out in the Technical Guidelines for the management of operations on domain names in the ccTLD .it, the SLD edu.it and the SLD gov.it.

The Registrar will hold the IIT-Registro harmless against third parties for any burden or inconvenience, including any actions of the Registrant, or of third parties directly or indirectly connected to the cancellation of the domain name.

Article 25 Confidentiality obligations

The Registrar undertakes not to disclose or in any way make available to third parties the information concerning the personal data of the Registrant processed in the capacity of the data controller who accesses or collects against this agreement. To this end, the Registrar will limit the disclosure of confidential information to those in charge of processing that need to fulfill this agreement or the Registrar contract and the obligations therein, and in any case only for the part necessary for the aforementioned fulfillment. The Registrar undertakes to ensure that all data controllers adopt confidentiality obligations that are no less rigorous than those provided for in this contract. Confidential information may not be used outside the purposes set forth in this agreement or disclosed to subjects not provided for by the same.

The Registrar will not be held responsible for having disclosed the confidential information if the same:

1. are already or become of public domain for reasons other than the default of the Registrar;

2. are obtained from the Registrar through a source other than the IIT-Registro, which has the full right to dispose of it and which has authorised its disclosure and/or use;

3. are noticed or disclosed in compliance with a legitimate order of any authority or by virtue of a legal obligation or are used by the parties to protect their interests in a court of law or in an arbitration procedure.

Article 26 Change of the Registrar for a substantial number of domain names

Without prejudice to the provisions of art. 27 *Transfer of the contract*, the IIT-Registro, if the Registrar receives a specific request to change the Registrar, subject to availability of the credit indispensable for the performance of the request, which will be deducted from the available credit, will implement the transfer of domain names. The minimum amount of € 250 (two hundred and fifty/00) will allow the Registrar to transfer a maximum of 500 (five hundred) domain names; any other domain subject to transfer will be charged by the IIT-Registro for an amount of € 0,50 (fifty cents), plus statutory VAT.

The request referred to in the previous paragraph must be signed by the legal representative, or person delegated by them, of both Registrar organisations involved, and must contain the declaration that the Registrants have been informed and have accepted the aforementioned transfer. It is understood that the incoming Registrar must receive the documentation concerning the registration and maintenance of the domain names and of the articles 13, *Registrar's Obligations* and 14, *Obligations of documentation*.

The Registrars involved are obliged to jointly or separately, hold harmless and indemnified the IIT-Registro for any damage deriving to the Registro itself from such operation.

The Registro reserves the right to verify the correct execution by the Registrars of the transfer of the documentation concerning the registration of the domain names involved, as well as the notices sent by the Registrars to the Registrants.

Article 27 Transfer of the contract

The Registrar has the right to assign this contract to a different Registrar by noticing it to the IIT-Registro with a minimum notice of one month from the moment in which the transferor and the transferee intend to give effect to the transfer. The transfer takes effect from the acceptance of the IIT-Registro made known to the interested parties by formal notice, to be sent by CEM or registered mail, or hand notification by the bailiff or, if abroad, equivalent to the applicable law, or another similar means that has legal validity in the country of the Registrar, in compliance with the terms and conditions below.

If the transferee is not an accredited Registrar, the Registro must expressly allow the transfer, the accreditation procedure must be carried out previously in order to assess the transferee's technical qualification and the amount due for carrying out the accreditation test for the sole must be paid. quota relative to the execution of the test itself, based on the indications contained in art. 6, *Accreditation of the Registrar*, following the procedure described below:

1. the transferor and assignee will jointly send a request for acceptance of the contract transfer proposal to the IIT-Registro;
2. in the event of a positive outcome the IIT-Registro will notice its consent to both within 30 (thirty) days of receipt of the proposal;
3. the transfer is subject to the explicit acceptance of the IIT-Registro; for this purpose, the principle of silence/assent is not valid, and the useless course of the 30 (thirty) days is a refusal;
4. in all cases the consent of the IIT-Registro is subject to the condition precedent of passing the accreditation test as defined in art. 6, *Accreditation of the Registrar* and prior payment of the sums relating to the performance of the aforementioned test;
5. Failure to pass the accreditation test by the prospective transferee will result in the training of the IIT-Registro's assent and the maintenance of the contract by the transferring Registrar, without prejudice to any withdrawal pursuant to art. 34, *Right of withdrawal* of this agreement.

Within 5 (five) working days from the notice by the Registro of passing the test, or, for transfers between Registrars, from the day the transfer takes effect, the activities described below must be carried out.

The transferor and the transferee must inform all assignees making them aware of the change.

Furthermore, the Registrar taking over the contract must:

- acquire the documentation, in possession of the transferor, relating to the registration and maintenance of the domain names themselves;
- guarantee that transfers of personal data are carried out in compliance with the law, including, by way of example but not limited to, the adoption of adequate security measures;
- acquire all the Authinfo codes associated with domain names from the transferring Registrar, in compliance with adequate security measures relating to data processing;
- send the acceptance of the contract within 30 (thirty) days.

The Registrar organisations are aware that the transfer of the contract involves the transfer of the residual credit to the transferee and that the acceptance by the IIT-Registro of the aforementioned transfer, relating to the contract and credit, will be granted only if these operations take place in the forms of law and if the credit transfer will be given appropriate mention, in the amounts and methods, in the aforementioned transfer agreement.

By sending the IIT-Registro a proposal to accept the assignment of the contract and the credit in question, the parties declare to the IIT-Registro that all the aforementioned obligations have been duly performed and that the aforementioned proposal is an integral part of the transfer agreement.

The Registro reserves the right to verify the correct execution by the transferor and the transferee of the transfer of documentation concerning the registration and maintenance of domain names, including communications sent by the Registrars to the Registrant.

Upon acceptance of the transaction of transfer of the contract and of the credit by the IIT-Registro, as well as in the event of takeover as specified in art. 28, *Takeover*, any accounting transactions relating to the assignment of the Agreement shall be carried out exclusively between the assignor and the assignee.

Registrar is aware that upon completion of all the operations necessary to give effect to the aforementioned transfer of the contract or the takeover of the TAG-REG of origin will be canceled and all domain names will converge into the TAG-REG of the Registrar transferee or successor.

Article 28 Takeover of the company in the contract

The successor company in the cases of: lease of a business branch, business transfer, sale of a business unit, transformation, merger by incorporation takes over the contract in compliance with the law in force in the Italian legal system.

In such cases, and subject to different regulations of the legal system in which the companies involved operate, the accreditation is considered to be transferred to the successor company, without the need for additional charges.

The companies involved in the takeover are subject to the same contractual provisions on the transfer of documentation and information to the Registrant provided for the hypotheses of the transfer of the contract.

Article 29 Responsibility's regime of the Registrars

1. Responsibility of the Registrar with reference to the obligations and fulfilments described in art. 13, *Obligations of the Registrar* in relation to the phases of registration of domain names, management of registrations, compliance with the Regulations and diligence and correctness, correct use of the IIT-Registro systems, and in art. 14, *Documentation*.

I. Without prejudice to compensation for any damage caused to the IIT-Registro by individual breaches of the obligations pursuant to art. 13, *Obligations of the Registrar* and art. 14, *Documentation*, the violation of one or more of the aforementioned obligations exposes the Registrar to contractual responsibility legitimizing the IIT-Registro to the termination of the contract, or to the detection, application of penalties or suspension of the service, in the ways and terms provided in the subsequent articles 30, *Penalties*, 31, *Procedure for the application of penalties*.

2. Responsibility of the Registrar with reference to the provisions contained in art. 23, *Data Processing and the role of the Registrar*.

I. Without prejudice to compensation for any damage caused to the IIT-Registro by individual breaches of the obligations pursuant to art. 23, *Data processing and the role of the Registrar* the violation of one or more of the aforementioned obligations, including, by way of example, but not limited to, the failure to update the Registrant's data, exposes the Registrar to contractual liability legitimizing the IIT-Registro at termination of the contract, or to the detection, application of penalties or suspension of the service, in the ways and terms provided for in the following articles 30, *Penalties*, 31, *Procedure for the application of penalties*.

3. Responsibility of the Registrar with reference to the provisions contained in art. 27 *Transfer of the contract*.

I. The assignor and assignee Registrars are responsible for the failure to acquire the documentation relating to the registration and maintenance of the domain names involved in the transfer or takeover transaction, including the express acquisition by the assigning Registrar of all the Authinfo codes associated with the names to domain, in compliance with adequate security measures relating to data processing. The assignor and assignee Registrars guarantee that the transfers of personal data are carried out in compliance with the law, including, by way of example but not limited to, the adoption of adequate security measures.

For the purposes described above, only defaults that give rise to a civil offense are taken into consideration. For behaviors of an intentional nature against the Registro, the latter will activate the necessary protections, including criminal law, as well as the immediate suspension of the service in the terms set out above.

In all the above cases, the Registrar will hold the IIT-Registro harmless and indemnified against third parties for any burden or inconvenience, including any actions of the Registrant, or third parties, or interventions by the Guarantor for the protection of personal data, in consequence of the violation of data protection laws, in relation to this contract, connected directly or indirectly through violations of the Registrar himself or his auxiliaries.

4. Responsibility of the Registrar with reference to the provisions contained in art. 13 *Obligations arising from the implementation of the GDPR*.

I. The IIT- Registro is not responsible for any violations of EU Reg. 2016/679 accidentally, intentionally or negligently committed by the Registrar. Therefore, for any sanctions imposed by the Guarantor Authority (articles 82, 83 and 84 of EU Reg. 2016/679) remain the responsibility of the Registrar. If the violation is carried out by a reseller, sub-processor, the sanctions are still charged to the Responsible.

1. In the event of failure to comply with the obligations set out in the following articles: Article 13, *Registrar's Obligations*, Article 14, *Documentation Obligations*, Article 23 *Data Processing*, Article 29, *Responsibility Regime*, Article 27, *Contract Transfer*, the Registro may take relevant measures, apply penalties, suspend the service and terminate the contract in the manner described below and according to the dispute procedure described in art. 31, *Procedure for the application of penalties*.
2. Without prejudice to the responsibilities described in art. 13, *Registrar's Obligations*, in art. 14, *Documentation obligations* and in Art. 23 *Data processing*, in the event of non-compliance with the obligations contained therein, the Registro sends the Registrar a formal finding.
3. In the event of a second failure to comply with one or more of the obligations referred to in paragraph 1 above, which gives rise to the second finding, the Registro will proceed with the application of a penalty of 100 (one hundred/00) euros for each domain name involved in the individual violation, subject to compensation for greater damage.
   The amount of the penalty will be deducted from the prepaid. The possible lack of economic capacity involves the suspension of the service, up to the reinstatement.
   The maintenance of the state of suspension for a period exceeding 3 (three) months, due to the lack of economic capacity, involves the termination of the contract and will enable the IIT-Registro to recover the sums also through legal action.
4. In addition to the application of the second penalty, where therefore the sanction of the remark has already been applied and the financial reduction, the Registro, upon the reiteration of any further breach of contractual obligations, will apply both the sanction of 100 (one hundred/00) euros for each domain name involved, the suspension of the registration service for a period of 15 (fifteen) calendar days. The penalty will be deducted from the prepaid and in case of lack of capacity the IIT-Registro can proceed with legal action, without prejudice to what is stated in point 5 of the present article.
5. The application of the suspension measure does not allow the Registrar to register new domain names and change the Registrant (trade transaction). The state of suspension does not affect the renewal of domain names, the recovery of the same from the status of "*pendingDelete/redemptionPeriod*", compatibly with the economic capacity of the Registrar, as well as the cancellation of domain names, the transfer of the domain name to another Registrar (Transfer operation), on updating the data present in the contacts and the dns servers.
   No other transaction, other than those described above, even if not mentioned in this article, will be granted to the Registrar in a state of suspension.
6. In the event that the Registrar, already suspended, fails in a subsequent contractual obligation, the Registro reserves the right to proceed with the termination of the contract in compliance with the provisions of art. 31, *Procedure for the application of penalties* and in conjuction with the provisions of art. 32, *Express termination clause*.
7. In the event of activities and operations that could lead to damage to the systems and usability of the domain name registration service, such as, but not limited to, saturation of resources, through denial of service or in any case exceeding the amount guaranteed by the access credentials, continuous and repeated attempts in the context of very short time frames with negative results, registration, management and querying of domains and contacts, despite the possible foreseen daily limits have been reached, service scanning operations Whois/RDAP and DAS, the Registro usually sends the survey, as well as the application of a penalty and the suspension, in the event of reiteration or danger to the facilities of the service, to protect its position.
8. Failure to comply with the contractual provisions established with regard to the transfer of the contract will result in the application of the sanctions of the remark, the penalty and the suspension according to the recurrence of the disputed contractual defaults.
9. Any tolerance on the part of the IIT-Registro does not entail in any way a waiver of the right to apply sanctions by the IIT-Registro itself.

Article 31 Procedure for the application of penalties

1. Before proceeding with the communication of the survey, the application of the penalty, the suspension of the service, the IIT-Registro sends to the Registrar by formal communication, to the addresses indicated in the contract and possibly to the addresses available from the public Registers, explicit invitation to give reasons based on the alleged breaches. The communication of the Registro must always be accompanied by a detailed description of the disputed facts and any list of documents that must be sent to the Registro.
2. If, within 10 (ten) calendar days of receipt of the notification of the disputed non-fulfillment, in the ways indicated above, the Registrar does not send documented motivation, or this is incomplete, or the same is not considered founded, the Registro will proceed with the application of the penalties by giving specific and detailed motivation, as reported in point 1 of this article.
3. The Registrar will guarantee and hold the guaranteed IIT-Registro of any burden or harassment in relation to the consequences of the aforementioned defaults.
   The Registrar will guarantee and hold the IIT-Registro guaranteed and harmless of any burden or inconvenience in relation to the consequences of the aforementioned defaults.
   However, it is always subject to compensation by the Registrar of the damage suffered by the Registro .it, also as a result of actions of damaged third parties.
4. In the hypothesis that for a specific case the procedures referred to in this article and the express termination clause would be applicable, the termination clause will prevail, without prejudice to the right of the Registro not to make use of the aforementioned termination clause, without this constituting a waiver to the exercise of the right, and to apply instead the procedures referred to in this article.

Article 32 Express termination clause

1. The Registro will be entitled to terminate the contract in the following cases:

   I. failure to comply with the contractual obligations provided respectively in articles 13, *Registrar's Obligations* and 14, *Obligations of documentation*;
   II. non-payment by the aspiring Registrar of the sums specified in art. 7, point 1, III, *Procedures envisaged for accreditation*, within 60 (sixty) calendar days from the date of notification by the IIT-Registro of passing the accreditation procedure;
   III. where the Registrar declares false information to the IIT-Registro regarding the payment made, or in the event of fraudulent inaccuracy of the amount paid;
   IV. repeated failure to comply with the provisions of art. 23 on the subject of data processing, disputed in the terms set forth in art. 31, *Procedure for the application of penalties*;
   V. in the hypothesis in which the Registrar, already suspended, realizes a further non-fulfillment;
   VI. in the event that the Registrar, subjected to financial penalties, has no economic capacity and is kept in a state of suspension for a period exceeding 3 (three) months;
   VII. use of the Registro .it Logo, of the Registro .it trademarks and of the names "Accredited Registrar of the Registro .it" and "Registrar .it", not compliant with the provisions of the corresponding document "Use of the Registro .it Logo" and the registered names "Registrar accredited by the Registro .it" and "Registrar .it", mentioned in the previous art. 10, *Use of the Registro Logo, of the registered name Registrar accredited by the Registro .it and Registrar .it*.

2. The resolution will operate pursuant to art. 1456 of the Civil Code starting from the date of receipt by the Registrar of the relative communication, without prejudice to compensation for damages and the recovery of any credits.

3. The Registrar will guarantee and hold the guaranteed IIT-Registro harmless of any burden or

inconvience in relation to the aforementioned defaults and the consequent actions on the domain names provided for by this contract and by the Regulations of the ccTLD .it, the Regulations of the SLD edu.it and the Regulations of the SLD gov.it, more times mentioned. The present indemnity obligations will survive the termination of the contract.

Article 33 Effects of termination and loss of accreditation

In the event of termination of the contract attributable to the Registrar, for whatever reason, they will be due from the Registrar to the IIT-Registro, in addition to the expenses not covered for operations already carried out:

- reimbursement of expenses incurred by the IIT-Registro as a result of termination;
- any other damage.

The aforementioned sums will be compensated, totally or partially, with what is still available at the IIT-Registro in favor of the Registrar for the registration and management of domain names in the ccTLD .it, in the SLD edu.it and in the SLD gov.it.

In these cases the domains maintained by the Registrar will be placed in the status of “ok / noRegistrar” or “inactive/noRegistrar”, in the case of domain names that have reached the “expire” date, and the Registro will inform the assignees, via e-mail, to the e-mail addresses issued by the same, of the actions to be carried out to restore the full operation of the domain name in order not to incur the deletion of the domain name itself.

The Registrar's obligation to hold the IIT-Registro harmless on the part of the previous article is reserved.

Article 34 Right of withdrawal

The right of withdrawal of the Registrar to be noticed to the IIT-Registro, at any time, by registered letter with return receipt is reserved at least 60 (sixty) days before the effective date of withdrawal.

The Registrar will also have the right to withdraw from the contract, with immediate effect, if he does not agree with the changes to the Regulation, as set out in art. 16, *Responsibilities and obligations of the Registro*. In this hypothesis, the right of withdrawal must be exercised by the Registrar by the date of entry into force of the amendments to the Regulations of the ccTLD .it on which it is based, without prejudice to the hypothesis of necessity and urgency pursuant to the aforementioned art. 16, *Responsibilities and obligations of the Registro*, point 2.

In the aforementioned hypotheses, the IIT-Registro undertakes to return to the Registrar the sums advanced by them as an advance on the registration service relating to the operations that on the effective date of the withdrawal had not yet been started.

The effects of termination of this contract on domain names maintained by the Registrar on the date of termination of the contract and the consequent actions of the IIT-Registro are governed by the Regulations of the ccTLD .it, the Regulations of the SLD edu.it and the Regulations of the SLD gov. it.

In any case, the Registrar who withdraws from the contract is obliged to guarantee and hold the IIT-Registro relieved of any burden or inconvience for third-party actions in relation to the attribution of the status of “ok / noRegistrar” and to any subsequent commissioning in the status of “inactive/no-Registrar” and subsequently in the status of “pendingDelete/pendingDelete” of the aforementioned domain names in accordance with the aforementioned Regulations of the ccTLD .it, the SLD edu.it and the SLD gov .it.

Article 35 Obligations of the Registrar in the event of termination and withdrawal

The Registrar who withdraws from the contract, or is declared in default as a result of the express termination clause:

A) within 5 (five) calendar days from the date of termination or withdrawal the Registrar will have to remove from his headed paper, website, even audiovisual advertising and any other communication material any direct or indirect reference to the condition of accredited Registrar for the ccTLD it, including, by way of example but not limited to, the signs referred to in art. 10 Use of the Registro .it Logo and the registered names "*Accredited Registrar of the Registro .it*" and "*Registrar .it*" of this contract.

In the circumstances outlined above, the Registro may proceed against the defaulting Registrar by means of specific legal action, restitution and/or injunction, and reporting to the Guarantor Authority for data processing.

Article 36 Courses and notice activities of the IIT Registro

The IIT-Registro undertakes to organise, each calendar year, specialised courses for Registrars at no additional cost, on the Regulations of the ccTLD .it, of the SLD edu.it and of the SLD gov .it, on the operational aspects, on programming languages and in the context of the system activities, on the ways of resolving disputes, on elements of law relating to the distinctive signs of the commercial activity, concerning digital signatures, e-commerce, IT security or in other sectors of interest to the Registrars. The courses may also be delivered online.

The IIT-Registro undertakes to carry out promotional and dissemination activities, of an institutional nature, aimed at making known and disseminating the system of registration of domain names on the Internet, also by organizing specific communication campaigns.

Article 37 Development activity and applied research of the IIT-Registro

In order to improve the registration and maintenance of domain names in the ccTLD .it, in the SLD edu.it and in the SLD gov.it, and for research purposes, the IIT-Registro undertakes to conduct research, development and testing of solutions for the best functioning of the service itself, implementing new applications, adopting new protocols and systems, and studying new methods of supporting Registrars.

In this perspective, the IIT-Registro undertakes to participate in the activities of international bodies that deal with the definition of the standards for the functioning of the Internet and the management of domain names such as ICANN, IETF, CENTR, RIPE-NCC and others, in order to to provide an advanced technological service.

Article 38 Notices

For contractual notices between them, the parties elect domicile at the address or addresses indicated in the premises of this contract, including the certified electronic mail addresses - certified electronic mail, where assignable, at which communications are normally sent.

The parties also expressly agree to receive notices through the non-certified e-mail service for which a different specific form is not required by this contract. The notices of finding, suspension

and termination of the contract will in any case be sent via certified e-mail or registered letter with return receipt; towards non-Italian Registrars not having a certified electronic mail address, in addition to the registered letter with return receipt, an express courier service with public tracking may be used.

The parties undertake to keep their contact details up-to-date, reported in the contract and on the RAIN portal, promptly noticing any variation in writing, and assuming all responsibility for the failure to receive the messages due to the own omissive behavior. Annually, the Registro will verify the Registrar's e-mail addresses, sending an e-mail to validate their contacts.

Article 39 Assemblies and meetings with the Registrars

The IIT-Registro undertakes to hold an annual meeting in which it will present the financial statement and the plan of planned activities.

This presentation will also outline the strategic lines of action that will guide the Registro's activities in the coming year.

The aforementioned activities are without prejudice to compliance with the provisions of articles 101 TFEU and the antitrust articles law no. 287 of 10th October 1990, containing "*Rules for the protection of competition and ma*rket".

Article 40 Revision of rates

Rates may be subject to decreases and increases.

In the first case, the reduction in rates will become effective from the month following that in which the IIT-Registro has made this decision public, after notifying the Registrars.

In the second case, the rate increase must be noticed at the annual meeting referred to in art. 39, *Assemblies and meetings with the Registrars* or in another meeting that may become necessary, establishing also the starting date; in this last case the IIT-Registro will send a specific notice to the Registrar to the e-mail addresses indicated in the RAIN portal.

Article 41 Effective date, duration of the contract and stamp duty

This contract will start from 1 November 2026 and will end on 31 October 2028. For contracts signed after 1 November 2026, the contractual term is in any case expiring on 31 October 2028.

The contract must be considered terminated in case of continuous suspension for 3 (three) months and in the event of termination.

The present contract, concluded through exchange of correspondence, that is through the mutual transmission of proposal and separate acceptance signed by the sender only in separate documents, showing the terms of the agreement, is subject to stamp duty only in case of use (Article 24 of the rate Annex A - Part II annexed to Presidential Decree no. 642 of 26 October 1972).

Article 42 Transitional provision

Pending the completion of the subsequent contract that will be established between the IIT-Registro and the Registrars upon expiry of this agreement, the term established in art. 41, *Effective*

date and duration of the contract, and the effects of the contract itself, may be extended by 6 (six) months starting from 1 November 2028 and the deadline cannot be extended to 30 April 2029.

Article 43 Circular and consent pursuant to EU Regulation 2016/679

Pursuant to EU Reg 2016/679 individuals have the status of interested parties, and therefore only these categories of subjects are entitled to receive the information and any request for consent pursuant to the aforementioned legislation.

Individuals whose data are processed in connection with the activities related to this contract, even if provided for this purpose by subjects who no longer have the status of interested parties, continue to be entitled, with the application of this information. According to the art. 13, of the EU Reg. 2016/679 the personal data provided by the contractors will be collected at the IIT-Registro for the purposes of managing the contract itself and will be processed at an automated and paper database for managing the relationship consequent to the same.

The signing of the contract involves the insertion of the identifying data of the Registrar (name of the holder, registered office, e-mail address) in the list of Registrars accredited by the IIT-Registro, as data controllers; this list is disseminated via web for information purposes to Registrants pursuant to art. 9 and 13 of the EU Regulation 2016/679. Pursuant to art. 6, paragraph 1, lett. b) of EU Reg. 2016/679 consent to the processing of data for contract management purposes is not required. The provision of such data to the IIT-Registro is mandatory for the provision of the service, the consent of the interested party, a physical person, being optional for the dissemination of their data via web is optional.

Furthermore, the data identifying the Registrar will be made available on the National Research Council of Italy (CNR) accounting system for the billing operations and for crediting the sums necessary to ensure the operations of the Registrar and any further legal obligations.
Adherence to the rules of Good Conduct, as defined in the introduction, involves the visibility of the Registrar's adherence to the aforementioned rules on the Registro's website.
The data controller is the National Research Council of Italy (CNR) through the Institute of Informatics and Telematics.

The Registrar, as a contractor party, has the right to access the data concerning him pursuant to art. 15 of the EU Reg. 2016/679. The exercise of the aforementioned rights may be exercised by making a request to the CNR's Institute of Informatics and Telematics, via Giuseppe Moruzzi, 1, Pisa 56124, Pisa, Italy.

Article 44 Jurisdiction, competent court and applicable law

The contract is subject to Italian law.

For any and all disputes in relation to the execution, non-fulfillment and interpretation of this contract, the Court of Rome will be exclusively competent.

If the aforementioned proposal corresponds to the agreements entered into, we ask you to reproduce in full and without variations the text on your acceptance letter to be delivered to the writer and duly signed by you in full acceptance. We also ask you to reproduce in the same letter of acceptance the text of the attachments that you decide to sign as a sign of your full acceptance.

Pisa, xxxxxx 2026

Signature of the Director

Furthermore, **we invite you to accept with specific declaration of acceptance drawn up pursuant to and for the purposes of articles 1341 and 1342 of the Civil Code** the following clauses: art. 4 – Domain names; art. 6 – Accreditation of the Registrar; art. 10 – Use of the Registro's Logo, the Logo of the SLD edu.it and the Logo of the SLD gov.it, of the registered name Registrar accredited of the ccTLD .it Registro and Registrar .it; art. 12 - Prerequisites and conditions for registration; art. 13 – Registrar's Obligations; art. 14 - Documentation obligations; art. 15 - Registrar agents and intermediaries (Resellers); - art. 16, - Responsibilities and obligations of the Registro; art. 20 - Rates for the activity of maintaining domain names in the ccTLD.it, the SLD edu.it and the SLD gov.it; Art. 21 - Payments and methods of displaying accounting data on the RAIN portal; art. 22 - Billing; art. 16 - Data processing and the Registrar's role; art. 26 - Change of Registrar for a substantial number of domain names; art. 27 - Transfer of the contract, art. 28 - Takeover; art. 29 – Responsibility's Regime of the Registrar; art. 30 - Penalties; art. 31 - Procedure for the application of penalties; art. 32 - Express termination clause; art. 33 - Effects of termination and loss of accreditation; art. 35, - Obligations of the Registrar in the event of termination and withdrawal; art. 41 - Effective date, duration of the contract and stamp duty; art. 43 - Circular and consent pursuant to Legislative Decree no. 196 of 30th June 2003; art. 44 - Jurisdiction, competent court and applicable law.

Best regards.

ANNEX A

"Use of the Logo of Registro .it, of the denomination "Registrar accredited to Registro .it" and ".it Registrar", of the edu.it logo and the gov.it logo

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1. Recognition of the ownership and quality of the Logo of the ccTLD .it, of the SLD edu.it and of the SLD gov.it

The Registrar acknowledges that the IIT-Registro is the exclusive owner of the following signs:

- "Registro .it", "Registrar .it", "Registrar accredited to the Registro .it", both as a verbal sign and in the following graphic expressions, referred to in Community trademark registrations Nos. 008369357, 008415358, 008415671 and Italian trademark registrations Nos. 0001380607, 0001384727 and 0001384728, represented in figures 1, 2 and 3 below:







Figure 1Figure 2Figure 3

- Edu.it both as a verbal sign and in the following graphic expressions, referred to in Application No. 302019000019335 of 19 March 2019:



Figure 4

- Gov.it both as a word sign and in the following graphic expressions, referred to in the application for registration submitted by IIT- Registro .it:



Figure 5

These signs are hereinafter referred to, collectively or separately, as "Logo of the Registro .it" or "Logo of the ccTLD .it", "Logo of edu.it", "Logo of gov.it".

In this, as in other contexts, when referring the Registro .it, the Registro of the ccTLD .it or Registro, or IIT-Registro shall be referred to as well.

The Registrar recognises that the Logo of the ccTLD .it, edu.it and gov.it Registro is prestigious and renown both in Italy and abroad and therefore undertakes to operate in such a way as not to harm the image of the IIT-Registro.

The Registrar acknowledges that the terms "Registro .it", " Registrar accredited to the Registro.it" and ".it Registrar" are at the exclusive disposal of the IIT-Registro and are granted to the Registrar for use in accordance with these Rules against the accreditation process provided for in the main agreement.

2. Object

The IIT-Registro allows the operating Registrar, under the terms of this agreement (Art. 6 Accreditation of the Registrar and Art. 7 Operational modalities for accreditation) the use of the name "Registrar accredited to the Registro.it " or " .it Registrar", in association with the Logo of the .it, edu.it and gov.it with a link to the site of the IIT-Registro, within the limits and rules defined in these Regulations which, as Annex A, if signed by the Registrar, constitute an integral and fundamental part of the contract that will be defined for the registration of domain names in the Registro .it.
The aforesaid trademarks of the Registro shall be used in accordance with the technical rules contained in the Technical Manual (Corporate Identity Manual) set out in this Agreement, Annex A bis, which is available on the Registro's website. That Annex sets out the technical rules that shall be complied with in order to use the marks on the website, in print and in brochures.

3. Rights granted and terms of use of the Logos

Also by way of a non-exclusive trade mark licence, the IIT-Registro authorises the Registrar to use the Logo of the Registro .it of the SLD edu.it and of the SLD gov.it, exclusively in association with the words "Accredited Registrar of the Registro .it", or ".it Registrar" in verbal form or in the graphic form above, in one of the following ways:

- use of the Logo of Registro .it, in association with the words "Registrar accredited to Registro .it" or ".it Registrar", on the website, provided that this is done in a manner that does not cause confusion in the public with respect to the IIT-Registro or the goods and services marketed by it;
- use of the Logo of Registro .it, in association with the words "Accredited .it Registrar" or ". it Registrar", on the Registrar's letterhead and brochures, in association with the Registrar's trademark, company or company name, provided that it does not cause confusion among the public with respect to the goods and services marketed by the Registrar.

From the website of the accredited Registrar, it is permitted to refer, by means of a hyperlink, also known as a "link", to a section of the public website of the IIT-Registro, containing the Registrar's information such as, but not limited to, company name, address, website, date of activation of the Registrar position. The IIT-Registro undertakes to maintain this link (the IIT-Registro website) and the references contained therein in accordance with the information provided in the agreement by the Registrar itself.

Any other use of the term "Accredited .it Registrar", or ".it Registrar", by the Registrar is not permitted without the prior written approval of the IIT-Registro.

4. Trademarks rights and non-contestation

All rights on the names "Registro del ccTLD .it" or "Registro .it", ".it Registrar" and "Accredited Registrar of the Registro .it", "SLD edu.it" and "SLD gov.it" and on the marks referred to in figures 1, 2, 3, 4 and 5 above, including, by way of example but not limited to, trademarks, companies, company names, signs, and civil law use of the name, belong to the IIT-Registro. The Registrar recognises the exclusive ownership by the IIT-Registro of any and all rights of exploitation of the Logo of the ccTLD .it and in general of the name "Registro of the ccTLD .it", or "Registro .it", and of the names ".it Registrar" and "Accredited Registrar of the Registro .it", and undertakes not to contest either the aforementioned ownership or the validity, notoriety or reputation of the same, whether in judicial or administrative proceedings.

5. Obligations of the Registrar

The Registrar undertakes to:

- never combine or associate the name "Accredited .it Registrar" or ".it Registrar .it" and its sign, not even indirectly (by way of example but not limited to through hypertext links) to websites with content against the law or morality, and in any case harmful to the protection of minors and/or human dignity, including, by way of example but not limited to, websites with child pornography content or content that incites racial hatred;

- reproduce the name and Logo of Registro .it, Logo of edu.it, Logo of gov.it as well as the denominations .it Registrar and Accredited Registrar of the Registro .it in the precise colour and to enlarge or reduce it so that its proportions are respected and its perfect legibility is ensured in accordance with the contents of the aforementioned Technical Manual (Annex A bis). The Logo and the denominations .it Registrar and Accredited Registrar of the Registro .it cannot be modified. The logo of the Registro .it, the logo of edu.it, the logo of gov.it and the designations Registrar.it and Accredited Registrar of the Registro .it can be downloaded, in various formats and resolutions, from the RAIN portal of the IIT-Registro, in accordance with the aforementioned Technical Manual;
- not file, register and/or use, either directly or through a third party, other names and/or trademarks that are the same as, similar to, or confusable with the name and Logo of the .it Registro .it, edu.it and gov.it, as well as with the names .it Registrar and Accredited Registrar of the Registro .it, either on their own or in association with other signs, both in countries where registration has been requested and in countries where it has not been requested;
- immediately discontinue the use, in any form whatsoever, of the name and Logo of the Registro .it and the names .it Registrar and Accredited Registrar of the Registro .it upon suspension as communicated by the IIT-Registro;
- not register, under any TLD, domain names that are the same as or similar to the name and Logo of the Registro .it and the names of the .it Registrar and Registrar Accredited to the Registro.it or confusable with them;
- not register, under any SLD, domain names equal or similar to the edu.it name and its logo;
- not register, under any SLD, domain names equal or similar to the gov.it name and its logo;
- refrain from any act that causes the vulgarisation of the name and logo of the Registro .it, the edu.it logo, the gov.it logo and the names .it Registrar and Accredited Registrar of the Registro .it or the loss of its notoriety and/or reputation;
- not use the name and Logo of Registro .it, the edu.it logo, the gov.it logo and the names .it Registrar and Accredited Registrar of the Registro .it outside the scope agreed in this Agreement without the written consent by the IIT-Registro;
- hold the IIT-Registro harmless and indemnify it and compensate it for any damage that may arise from the incorrect use of the name "Accredited .it Registrar" or ".it Registrar" and the Logo of the Registro .it;
- hold the IIT-Registro harmless and indemnified and to pay compensation for any damage that may arise from the incorrect use of the edu.it name and logo.
- hold the IIT-Registro harmless and indemnified and to compensate for any damage that may arise from the incorrect use of the name and logo gov.it.

6. Termination of the right to use the name and logo of the Registro .it

The Registrar may not continue to use the name ".it Registrar" or "Accredited Registrar of the Registro .it" and/or the Logo of the Registro .it or ccTLD .it, the logo of edu.it and the logo of gov.it, as well as the marks referred to in Articles 8 and 9 of this Annex A, when:

a) the Registrar, in whatever capacity, no longer holds a contract with the Registro .it;

b) the Registro unquestionably decides to change the logo in both its verbal and graphic part.

For this purpose, and without being entitled to any compensation or indemnity from the IIT-CNR, the Registrar shall immediately, if it no longer holds a contract, or within thirty days, if the Registro changes its logo:

- remove the name and Logo of the Registro .it, the edu.it SLD and the gov.it SLD from its website;
- destroy any material and any document reproducing the name and Logo of the Registro .it and/or the SLD edu.it and/or the SLD gov.it, in which such names and signs have been printed or imprinted or which refer to its status as accredited Registrar of the Registro .it.

In the case of termination of the use of name and Logo of the Registro .it, of the edu.it SLD and of the gov.it SLD, as well as of the names .it Registrar and Accredited Registrar of the .it ccTLD, the Registrar will permanently inactivate the connection to the Registro website and the IIT-Registro will delete the data referring to the Registrar contained in its website.

7. Checks and verifications

The IIT-Registro may carry out checks and verifications, directly or by means of third parties, to ascertain the use of the name and Logo of the Registro .it, of the edu.it SLD, of the gov.it SLD and of the names .it Registrar and Accredited Registrar of the .it ccTLD under the contractual terms set out above.

8. Use of collective mark

If, during the term of the contractual relationship, the IIT-Registro assumes ownership of a collective mark relating to the accreditation of the Registrar, identical or similar to the current term and Logo of the Registro .it, edu.it and gov.it, it is permitted to the Registrar, holder of an active contract, who is already lawfully using this term and Logo of the Registro .it, to apply for the use of the new collective mark. In this case, the IIT-Registro will be responsible for informing the Registrar of this possibility, taking all steps to inform the Registrar of the procedures for obtaining a licence to use the mark and the associated regulations. In this case, the Registrar will be able to maintain the rights set forth in these Regulations, subject to the signing of a specific licence agreement.

9. Extension of the regulation to further identical or similar trade marks

The terms of these regulations shall also extend to the use of further Registered trademarks, excluding those referred to in Article 8 above, which are identical or similar to the signs to which these regulations refer.

10. Use of other signs and designations

If, during the term of the contractual relationship, the IIT-Registro decides in its sole discretion, upon written notice to the Registrar, to change all or part of the names or distinctive signs referred to in Article 1 of these Regulations or to add new ones:

a. The Registrar may not, in any event, retain the rights under these Regulations over names and signs which have ceased to exist;
b. This Regulation shall apply in full to new names and signs.

11. Applicability of clauses of the main contract

For all matters not expressly governed by these Rules, the provisions of the proposal, of which it forms Annex A, shall apply, including but not limited to clauses relating to the expiry of the contract, applicable law, indemnity, limitation of liability, express termination and jurisdiction.

Pisa, 14 febbraio 2025

Signature of the Director

Furthermore, we kindly ask you **to accept the following clauses by means of a specific declaration of acceptance, drafted pursuant to and for the purposes of articles 1341 and 1342 of the Civil Code**: 1. Recognition of the ownership and the qualities of the Logo of the ccTLD .it, of the SLD edu.it and of the SLD gov.it; art. 2. Rights granted and terms of use of the Logos; 4. Trademark rights and non-contestation; 5. Obligations of the Registrar; 6. Termination of the right to use the name and Logo of the Registro .it; 7. Checks and verifications; 8. Use of collective mark; 9. Extension of the regulations also to other identical or similar Registered marks; 10. Use of other signs and denominations; 11. Applicability of the clauses of the main contract.

ANNEX B"Rules of Good Conduct"

The present “Rules of good conduct” specifically undersigned represent a commitment between the Registro of the ccTLD .it, at the Institute of Informatics and Telematics of the CNR, manager of the ccTLD .it, and of the SLD edu.it and the Registrar, in order to to guarantee the balance, efficiency, equity of the domain name registration system in the ccTLD .it, in the SLD edu.it and in the SLD gov.it in the SLD edu.it, and the equal accessibility to this service, in the general public interest.

The signing of the “Rules of good conduct” is an indication of the Registrar's commitment in addition to compliance with the laws in force, and the Regulations of the ccTLD .it, the SLD edu.it, and the SLD gov.it, as defined in the premises of the "Registrar contract" already mentioned, the observance of transparent and correct behavior towards the other Registrars and the IIT-Registro, avoiding actions that could harm the category and/or the entire system of assigning domain names in the ccTLD .it, in the SLD edu.it and in the SLD gov.it.

Adherence to these regulations is also aimed at guaranteeing the Registrant, as the final consumer, that the Registrar will observe the utmost diligence in the performance of the Registrar's activities entrusted in the registration and management of the domain name and acting promptly in order to remove any obstacles that may make it difficult to register or manage the domain.
Adherence to the “Rules of good conduct” object of this deed is mandatory; failure to comply preclude the signing of the contract. For the purpose of transparency towards users, the IIT-Registro will publish these rules on its website.

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The “Rules of good conduct” are binding for the Registrar and failure to comply with the provisions contained therein involves the suspension of the Registrar, as signatory of the aforementioned code of conduct, from the website of the Registro for a period of 12 (twelve) months, pursuant to the provisions of art. 11, *Rules of Good Conduct* of the contract itself. In such cases the non-fulfillment will be challenged to the Registrar according to the indications contained in the art. 31, *Procedure for the application of penalties*.

For all the above mentioned the Registrar:

1. declares and guarantees that in the relationship with the end user he will be a diligent part of informing him of the rules concerning the registration and management of domain names in the ccTLD .it, in the SLD edu.it and in the SLD gov.it, mentioned above, published on the website of the IIT-Registro carrying out with the due diligence the operations necessary for the correct registration and maintenance of the domain name;
2. declares and guarantees that in its relationship with its customers, final consumers of the aforementioned service, he will propose transparent agreements on the services he provides and will adopt and/or have his collaborators adopt ethically correct behavior, without in any way preventing the Registrant from withdrawal from the registration contract with these already signed;
3. declares that in carrying out its activities it undertakes to direct its behavior towards fairness towards other Registrars, avoiding attitudes that could damage the legitimate interests of end consumers;

4. declares to refrain from actions against the IIT-Registro and Registrars that could create crisis situations in the system for assigning and managing domain names in the ccTLD .it, in the SLD edu.it, and in the SLD gov.it, preventing other Registrars from infringing of the normal obligations of correctness of the commercial relationships, of accessing the service in question;
5. declares to observe and enforce the rules on the processing of personal data of its customers, managing the data in compliance with the laws in force, with care and confidentiality.
6. undertakes to comply as scrupulously as possible with all precautions aimed at ensuring the truthfulness, completeness and accuracy of the data received from the Registrant;
7. undertakes not to spam Internet users and to be a diligent part of its customers, if it is aware of spamming activities carried out by them, in order to call them to behave correctly; likewise, he undertakes to inform users of the need for correct use of the data entered on the network, in compliance with the applicable rules and codes of conduct;
8. undertakes to cooperate with the competent Authorities where necessary, in compliance with the law on illegal activities carried out through the Internet and not to favor the dissemination of illegal or harmful content via the Internet.

In addition, the Registrar may register domain names for his own use, but must refrain from hoarding behavior, or request registration and maintain a large number of domain names.

With regard to the relationship with the IIT-Registro, and the service in question, the Registrar undertakes to include only documented or documented information or based on objective facts on his website.

The aforementioned “Rules of good conduct” are intended to promote and protect the activity of registering domain names, by increasing the trust of citizens and businesses in the use of Internet services, in accordance with the provisions established by government bodies and public authorities.

The Registrar is aware that failure to comply with the rules of good conduct entails the cancellation of the same from the list of subscribers of this code of conduct, reported on the public website of the IIT Registro, after disputing the failure to comply with the provisions contained in this annex, in the ways provided for in art. 31, *Procedure for the application of penalties*.

Pisa, 14 febbraio 2025

Signature of the Director