

DRAFT CONTRACT

Between _____ tax code _____
VAT number _____ REA (if applicant is an Italian registered company)
registered office in _____
telephone _____ fax _____ certified email address where assignable
ordinary email address _____

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

and

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

PREMISES

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

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

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

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

Paragraph 1 Annexes

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

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

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

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

Paragraph 2 Definitions

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

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

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

The Registry’s Policy Advisory Committee (CIR), on which representatives of the Registrars also sit, is an organ of the .it Registry with advisory capacity and whose aim is to improve service operations regarding the registration of domain names on the Internet.

Registration Form. Registration Form. Document containing the registrant's personal or company data and indication of all the requirements necessary for registering a domain name, including the assumption of responsibility by the Registrant and consent to the Registry’s data protection policy. This document constitutes a prerequisite for the proper registration of a domain name and is made available by the Registrar by means of automated procedures, or otherwise, during application for registration of the domain name. This document constitutes a prerequisite for the proper registration of a domain name and is made available by the Registrar by means of automated procedures, or otherwise, during application for registration of the domain name. The essential elements of the form are contained in Annex B to this contract; an example of the form made available by the Registry in accordance with ccTLD.it Regulations.name.

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

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

Certified Email (CE) Certified Email (CE). Mail system in which the sender is supplied with legally valid electronic documents attesting to the sending and delivery of electronic documents, in accordance with Legislative Decree of 7 March 2005, “Digital Administration Code”, Articles 6, 31,32-bis, 45, 47,48,54,57-bis, 65 and subsequent amendments and additions.

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

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

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

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

These documents are available on the Registry’s website <http://www.registro.it> and are liable to change over

the course of time and as technical demands or innovations require. The modalities through which such variations are enforced are established in Paragraph 11 below.

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

Service of primary nameserver of the ccTLD “it”: service supplied by the IIT-Registry which permits the visibility of the domain name on the Internet.

EPP Service (Extensible Provisioning Protocol). Internationally accepted protocol allowing the Registrar to register and manage domain names by means of a synchronous client-server protocol based on XML

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

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

Paragraph 3 - Interpretation of the contract in relation to the regulations

Without prejudice to the duty of the Registrar to comply with the regulations referred to in Paragraph 2, Definitions, mentioned above, in the event of premature termination due to non-compliance with the Regulations and in the event of any conflict between the contents of the contract and the Regulations, as defined in the afore-mentioned ccTLD.it Regulations, the contract shall prevail to the extent that it is expressly regulated.

Paragraph 4 Domain names

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

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

Paragraph 5 Object of contract

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

Paragraph 6 Accreditation of the Registrar

The exercise of the right as per paragraph 5 is conditioned in abeyance of accreditation of the Registrar by

the IIT-Registry, which must be carried out in compliance with the conditions provided for in Annex A "Criteria and Fees for Accreditation and Operations".

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

The initial accreditation is awarded by the IIT-Registry to an applicant Registrar on passing a technical test designed to evaluate the applicant's knowledge and skills regarding the Regulations for the Assignment and Management of Domain Names, as defined in Paragraph 2 - Definitions - of this contract, and regarding the technical applications and methods of the system of registration.

The choice of the content and approach of the test covering these matters is to be made at random.

For this purpose, the IIT-Registry makes available to the Registrar a test platform enabling the Registrar to carry out the various operations and tasks provided for by the Regulations.

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

Applicant Registrars must undertake the accreditation test using their own means and organizations. With this aim, for the carrying out of the accreditation test, the company applying to be Registrar on behalf of the aforementioned company, certifying, by means of the company's legal representative, the status of their collaboration and attach a valid identity document of the person appointed by the applicant Registrar to take the test.

The Registrar will operate in the manner and terms established in Annex A.

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

This agreement is without prejudice to the prior legal and patrimonial positions attained and attributable to the TAG-Registrar, unless otherwise stated below in Paragraph 7 *Multitag*.

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

Paragraph 7 Multi-tags

In order to guarantee transparency towards third parties and the efficient operation of the registration and management of domain names, a single TAG-Registrar will be attributed to each holder of a Registrar contract.

If, at the date of publication of this contract, a company holding a contract possesses more than one TAG-Registrar, the Registry will formally communicate the fact to the Registrar and will come to an agreement with the Registrar on the means and terms of the unification procedure, which must be completed within three months of the aforementioned communication and, in any case, no later than a year from the registration of this contract.

The only exception to the above points is in the case of the use of the aforementioned multitags by a single contract holder when proven to relate to a variety of company branches by means of the use or registration of different trademarks. In this case then contract holder must send to the Registry a documented request stating the grounds for maintaining additional Registrar tags within a year from the signing of the present contract.

This case, where accepted by the IIT Registry, requires payment of the operations referred to in paragraphs 14 (Payment and invoicing), 15 (Tariffs for maintenance of a domain name in the ccTLD .it) and 18 (Change of Registrar for a substantial number of domain names).

The Registry reserves the right to evaluate the policy of maintaining multiple tags relating to different branches of the company on the basis of the technical fees and market developments, as well as the aforementioned transparency with regard to third parties

Paragraph 8 Use of the .it Registry logo and of the denominations "Registry.it Accredited Registrar", and "Registrar.it" .

The rules for using the logo of the .it Registry and the denominations "Registry.it Accredited Registrar" and "Registrar.it" are governed by the specific regulations reproduced in Appendix E.

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

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

Paragraph 9 Rules of good conduct

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

Any breach of the code of conduct, challenged under the terms set forth in Paragraph 20, will lead to the forfeiture of membership of the same and the cancellation of the Registrar, as a signatory of the said Code of Conduct, from the Registry's website.

Within five days from the date of receipt of the notice of cancellation, the Registrar must remove any direct or indirect reference to the condition of adhering to the rules of good conduct from company letterheads, website, advertising and any other material, including audiovisual communication.

Paragraph 10 Responsibilities and duties of the Registrar

The Registrar undertakes, by means of automated procedures or otherwise, to register and maintain domain names on behalf of the "Registrant in compliance with the provisions of the Regulations for the assignment and management of domain names in the ccTLD .it", exclusively against assumption in advance, by the Registrant, of the duties ascribed in the form stated in the above Paragraph 2 - Definitions - and the compilation of the same.

The Registrar undertakes to:

- a) acquire the personal data of each Registrant for whom the Registrar registers or manages a domain name, as indicated in the Regulations;
 - b) check, on the basis of the declarations made by each Registrant for whom the Registrar
-

- registers a domain name, that these comply with the requisites for registering domain names in the ccTLD .it, as defined by the ccTLD .it Regulations;
- c) receive a declaration by means of which the Registrant guarantees the Registry, under the Registrant's own liability, that the registration of the domain name requested does not harm, as far as the Registrant is aware, the rights of third parties;
 - d) receive a declaration by means of which the Registrant indemnifies the Registry against the improper use of the domain name to be registered;
 - e) receive a declaration of the Registrant made to the Registry accepting the Regulations for the assignment and management of domain names in the ccTLD .it" and the "Regulations for the resolutions of disputes in the ccTLD .it" (including relative Guidelines), including any future changes made to them;
 - f) supply each Registrant with appropriate notification of the treatment of personal data made by the IIT-Registry and obtaining consent.

The Registrar also undertakes to:

1. comply with the Regulations, as indicated in the definitions of Paragraph 2, and any changes made to them in the future as defined in Paragraph 3 of this Agreement, "Interpretation of the contract in relation to the regulations";
2. carry out activities for the registration and maintenance of domain names with best diligence and with appropriate means, staff, organization and technical know-how; mainly on behalf of third parties or alternatively, on the Registrar's own behalf;
3. guarantee the Registrant the supply, at freely determined fees, of such operations and activities as established in the Regulations and Guidelines, as defined in Paragraph 2 Definitions, and which constitute for the Registrar a contractual obligation;
4. undertake all the technical actions necessary for guaranteeing the completion of operations on the domain name in compliance with the Regulations;
5. notify the Registrant the AuthInfo code, safely and confidentially, on the completion of the registration and maintenance of the domain name, such as, but not limited to, operations for registration, modification of the Registrant (Trade) and/or the Registrar (Transfer) within five days from such event, in order to guarantee the carrying out of necessary operations for the registration and management of domain names. For this purpose any other means enabling the Registrant to obtain in a secure and confidential manner such as, the provision of the abovementioned code on the website of the Registrar through SSL connection shall be deemed valid. The Registrar undertakes to revise the Authinfo in circumstances where there is a request for modification of the Registrant or of the Registrar, and whenever the Registrant requests a change;
6. ascertain, with ordinary diligence, prior to the operations of registration and management of a domain name, the credentials of the registrant regarding the operation requested;
7. inform the Registrant of the requirement to provide accurate, up to date information and notifying any changes and that failure to provide such data can lead to the withdrawal of the domain name. Registrants must also be informed of the content of art. 494 of the Italian Criminal Code in relation to the need to provide accurate data;
8. not impede in any way a Registrant wishing to change Registrar and to collaborate with the Registrant in completing this operation. The Registrar cannot avoid communicating the AuthInfo to a Registrant who wishes to change to another Registrar;
9. observe maximum diligence in the management of domain names placed in a state of total or partial inoperativeness according to the provisions established in the Regulations, notifying the Registrant promptly and assuming any responsibility towards the IIT-Registry and the Registrant;
10. carry out the deletion of a domain name only on receipt of express authorization from the

- Registrant, that is, the maintenance period having expired, when the obligation on the basis of which the Registrar was obliged to maintain the domain name is terminated, in fact or in law;
11. not perform activities which cause damage to the system and to the service of registration of the IIT-Registry, such as, but not limited to, saturation of resources, through denial of service, and unauthorised access to the Registry's computer systems.

The Registrar also undertakes to:

- I. document that the registration of the domain name has taken place in compliance with the duties established in this contract and in the Regulations;
 - II. document the domain name maintenance operations requested by the Registrant and carried out on the basis of the Regulations; forwarding all relative documentation to the Registry if required;
 - III. maintain the documentation pertaining to the registration and any other data or fact concerning the maintenance and management of the domain name for at least five years from the date of the extinction of the contract with the Registrant;
 - IV. promptly transmit to the Registry, in accordance with the provisions of the Regulations of the ccTLD .it, any request to access documents and information made by third parties for the protection of their rights, for the successive procedures accomplished by the Registry, and the transmission to the requesting third party;
- V. Without prejudice to any further obligations deriving from specific laws , the documentation as above must be sent in writing to the Registry, or alternatively in the forms in accordance with the Digital Administration Code. The document shall consist of a copy of the registration form and the simultaneous communication of confirmation sent to the Registrant in accordance with Decree 206/2005, the Consumer Code or Directive 2000/31/EC.

In writing means any form of "mechanical reproduction" which complies with article 2712 of the Italian Civil Code, including an analog copy of an IT document, which must also be accompanied by a declaration pursuant to Decree 445/2000, signed in the original, or digitally signed by the legal representative of the Registrar, or a person delegated by the Registrar, attesting conformity to the original, absence of any alterations and the completeness of the document and the information contained.

- VI. Without prejudice to any claim for damages caused to the IIT-Registry by any individual breach of the obligations referred to in the above points, any violation of one or more of the aforementioned duties shall constitute legitimate grounds for the IIT-Registry to terminate the contract, or remark, or apply penalties or suspend the service in the manner and terms stated in Paragraphs 20 and 21 of this Agreement.

Paragraph 11 Responsibilities and duties of the Registry

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

For this purpose, the IIT-Registry undertakes to:

1. prepare the Regulations for the assignment and management of domain names in the ccTLD .it and the Regulations for the resolution of disputes in the ccTLD .it (including relative Guidelines), together or separately, also Regulations of the ccTLD .it, after consultation with the Registry's Policy Advisory Committee (CIR), on which representatives of the Registrars also sit, in accordance with the Statute of the said CIR;
2. maintain the Regulations of the ccTLD .it in an appropriate manner to allow the best working of the system of registration and management of the domain names in the ccTLD .it, after consultation with the Registry's Policy Advisory Committee (CIR), on which representatives of the Registrars also sit. Consultation with the CIR shall be accompanied by additional information regarding the possible impact that this change will have on contractual matters. The changes and amendments to the Regulations will come into force after 30 (thirty) days from email communication to Registrars and publication on the RAIN-NG portal. In cases of imperative need or urgency, when the situation created could affect the smooth running of activities or the orderly functioning of the Registry, including by way of example and not exclusively, immediately executive measures of judicial or administrative authorities, the Registry shall proceed immediately, or in any case according to a technical timeframe necessary, with changing the Regulations, duly informing the Registry's Policy Advisory Committee (CIR)
3. carry out at its own expense the functions and activities provided for by the Regulations of the ccTLD .it;
4. maintain efficient the process of ccTLD .it domain name resolution by means of avant-garde technology (for example "anycast" protocol) and also by means of special contractual agreements for the purpose of guaranteeing the visibility of domain names from any location on the network;
5. guarantee the working status of all services, as per Annex C, necessary for the registration and maintenance of domain names in a synchronous system for the service levels specified in the said Annex;
6. provide an updated statistical system, as set out in Annex C.
7. supply the technical Helpdesk service according to the bands shown in Annex C;
8. maintain and update the technical procedures which guarantee the security of transactions between the Registry and the Registrar;
9. maintain and update the test platform to enable the Registrar to test and check the operations of registration and maintenance provided for in the Regulations for the assignation and management of domain names in the ccTLD .it ;
10. maintain and update the software system for accreditation on which the Registrar can carry out the accreditation procedure at the Registry;
11. maintain and update the DBAN;
12. allow the Registrar access to the data and systems necessary for the registration of domains according to the modalities agreed with the IIT-Registry;
13. supply technical instruments for the viewing and updating of invoice data according to the provisions of Paragraph 14 and Annex D;
14. carry out training activities as specified in Paragraph 24 of this contract;
15. consent to the use of the domain name registered by the Registrar in compliance with the provisions of this contract and the Regulations of the ccTLD .it .

Paragraph 12 Technical provisions

The IIT-Registry makes available to the Registrar, in its systems, completely automated procedures for the registration and maintenance of domain names for which the Registry owns all intellectual copyrights, in compliance with, and according to the terms provided by, the Regulations of the ccTLD .it. By means of the use of automated systems on which the operations of registration and maintenance of the domain name in

synchronous modality are carried out by the Registrar and the IIT-Registry, the Registrar is also allowed to change the personal data of the Registrant, if requested by the latter, in compliance with the Personal Data Protection Code, legislative decree 196/2003 and any applicable EU laws having direct effect.

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

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

Paragraph 13 Database of Assigned Names (DBAN)

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

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

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

Paragraph 14 Payment and invoicing

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

The Registrar undertakes to pay:

- i. the sums for accreditation as shown in Annex A;
- ii. the sums necessary for covering the costs in advance of the services of registration and maintenance of domain names;
- iii. the sums necessary for maintaining available credit at such a level to guarantee, at any time, cover of the costs of maintaining expiring domain names for at least the following 4 (four) days, on the basis of the tariffs shown in Paragraph 15.
- iv. the sums relating to bulk operations;
- v. the sums necessary to cover any penalties, as regulated in Paragraph 20 of this Agreement.

If the Registrar's credit is only sufficient to maintain domain names for the following 4 (four) days, the IIT-Registry will prohibit the Registrar from carrying out any invoiceable operations, except the operation of maintenance until the available credit finishes; after which, domain names, reaching the annual expiry date (expire), will be placed in the status of "inactive/notRenewed" and deleted from the DBAN according to the Regulations.

In signing the contract, the Registrar declares that he is aware that he will not be able to request or carry out

any invoiceable operations, as defined in Paragraph 15, unless payment for the future and certain service supplied by the IIT-Registry is made in advance and undertakes to maintain his credit at such a level as to permit operativeness by the Registrar. For this purpose, the Registrar undertakes to keep unharmed and indemnify the IIT-Registry against any liability deriving from any operation which the Registrar was unable to complete due to lack of credit cover for the operation.

The IIT-Registry enables updating of credit by means of virtual POS and bank transfer by accessing the RAIN-NG Portal.

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

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

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

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

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

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

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

Payments following those specified at point 1.c) of Annex A made as pre-payment for the normal service cannot be less than € 100.00 (one hundred).

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

Paragraph 15 Tariffs for the activity of maintaining a domain name in the ccTLD .it

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

- registration;
- renewal;
- change of Registrar;
- change of Registrant;
- recovery from “pendingDelete/redemptionPeriod”.

For each of the above operations, the unit tariff established by the regulations of the CNR for services to third parties of the Organs of research to cover the operational, systematic, research and development activities related to the registration and maintenance in synchronous mode is € 4.00 (four/00) excluding VAT at the rate in force.

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

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

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

Paragraph 16 Data processing and the role of the Registrar

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

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

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

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

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

The Registrar declares that he has the experience, capability and reliability to supply suitable guarantee in

complete compliance with laws in force regarding data processing, including the profile relative to security in accordance with article 29 comma 2 of Law 196/2003.

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

- I. operate in compliance with the principles that personal data must be relevant and not excessive for the purpose;
- II. notify the Registrant of the domain name, in accordance with article 13 of Law no. 196/03, of the use of his personal data, including its dissemination and accessibility via Internet and processing in the IIT-Registry's databases, and request consent wherever required by laws in force, both in the phase prior to registration of the domain name and relative to the operations necessary for the management of the domain name itself;
- III. update the Registrant's data, based on the information received from the registrant with regard to the data associated with the registrant as contained in the DBAN, by undertaking to provide for or permit their adaptation, having given prior notification and obtained consent, by means of automated procedure or otherwise. The Registrar also undertakes to update the data of the registrant on the basis of information received from the registry, as per ccTLD.it Regulations;
- IV. promptly modify or delete data of the Registrant and administrative and technical contacts when requested for the domains currently associated with the Registrant, according to the Regulations of the ccTLD .it;
- V. adopt appropriate security measures in compliance with the prescriptions of Legislative Decree of 30 June 2003, no. 196 and of the minimum security technical measures as per Appendix B of the aforesaid Legislative Decree 196/03;
- VI. give appropriate instructions to persons in charge of data processing;
- VII. transmit without delay to the Data Controller all requests in accordance with article 7 of the Legislative Decree of 30 June 2003, no. 196 received regarding the treatment for which the Registrar is nominated Data Processor;
- VIII. to follow the instructions given by the Data Controller and allow the vigilance of the latter of the punctual observance of the provisions of the law and instructions, also by means of sending periodic reports and notification of incidents, and consent to the inspection during office hours by staff of the Data Controller or of third parties delegated by the Data Controller.

In compliance with the obligations as per art. 13, paragraph 1, letter f), and art. 24, paragraph 1, letter b) of the Personal Data Protection Code, the data of the Registrar (company name, registered office address, email), as Data Processor, will be entered in the record of the Data Processor available on the IIT-Registry's website (<http://www.registro.it>).

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

If the Registrar is based outside the European Economic Area or in a State not recognised as capable of appropriate protection against a decision of the European Commission or is based in the United States of America and has not adhered to the "Safe Harbour Privacy Principles" issued by the United States Department of Commerce, he must sign, contextually to this contract, one of the standard contracts, in the text in force at the time of entering into contract, authorized by Decision of the Commission of European Communities, ex parag. 26 of directive 95/46/EC, and authorized by the Garante ex parag. 44, point 1 of the Law on the basis of the guarantees for rights of the party concerned, integrated by further regulations

indicated in the specific authorisations of the Garante. The subjects cannot neither modify the mentioned clauses, nor link up single clauses or single group of clauses indicated in the decisions in hand. In this respect, the Registrar shall indemnify the IIT-Registry against third party legal or administrative proceedings resulting from the violation of data protection laws in relation to this contract.

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

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

Paragraph 17 Obligation of Confidentiality

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

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

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

Paragraph 18 Change of Registrar for a substantial number of domain names

Without prejudice to the provisions of Paragraph 19, Assignment of the Contract, on receiving a specific request from the Registrars concerned to change Registrar, provided there is sufficient credit for the requested operation, as well as the credit necessary for maintaining the domain names due to expire in the following 4 (four) days, the IIT-Registry will effect the transfer of the domain names. A sum at least of € 250 (two hundred and fifty /00) will allow the Registrar to transfer a maximum of 500 (five hundred) domain names; the IIT-Registry tariff for each additional transfer of domain to be transferred is € 0.50 (fifty euro-cents), excluding VAT in force.

The request as per the previous clause, must be signed by the legal representative, or person delegated by the latter, of each Registrar organization involved and must contain the declaration that the Registrants have been

duly informed and have accepted the aforementioned transfer. It shall be understood that the successor Registrar must receive the documentation regarding registration and maintenance of the domain names and as per Paragraph 10 above.

The Registrars involved undertake jointly or separately to keep unharmed and indemnify the IIT-Registry against any liability deriving from this operation.

Paragraph 19 Assignment of contract

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

If the assignee is not an accredited Registrar, the Registry must expressly consent to the assignation, and must be accredited by means of the accreditation procedure aimed at assessing the technical qualification of the assignee. The amount to be paid for carrying out the accreditation test is the sum relative to sitting the test, as per the information contained in Annex A, as described below.

1. the assignor and assignee shall jointly send a request for acceptance of the proposed assignation of the contract to the IIT-Registry.
2. If accepted, the IIT-Registry will notify its consent to both parties within thirty days of receipt of the proposal.
3. Assignation is subject to expressed acceptance by the IIT-Registry and therefore the principle of silence/consent shall not apply. If no notification is received within 30 (thirty) days, the assignation shall be deemed not authorised.
4. In all cases the consent of the IIT-Registry is subject to the condition precedent of passing the test for accreditation as defined in Paragraph 1, a) of Annex A, Criteria and Fees for accreditation and upon payment of the sums for taking the said test.
5. Failure to pass the accreditation test by the applicant assignee will lead to the annulment of consent by the IIT-Registry and the maintenance of the contract on the part of the assignor Registrar without prejudice to withdrawal in accordance with Paragraph 21 of this agreement.

Within 5 (five) working days of notification by the Registry of passing the test, or, in the case of assignments between Registrars, the date on which the transfer takes effect, the activities described below must be carried out.

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

In addition, the Registrar successor to the contract must:

- acquire the documentation in the possession of the assignor regarding the registration and maintenance of the domain names;
- guarantee that the transfer of personal data takes place in compliance with the law, including, by way of example but not restrictively, the adoption of adequate security measures;

- acquire from the assignor Registrar all the AuthInfo codes associated with the domain names in compliance with the suitable security measures regarding data treatment;
- send, within 30 (thirty) days, the acceptance of the contract.

The Registrar companies are aware that assignment of the contract implies assignment of residual credit to the assignor and that acceptance by the IIT-Registry of the aforementioned assignment relative to the contract and the credit is conditional on these operations occurring in the forms of law and only if the assignment of the credit is explicitly mentioned, in terms of amount and procedure, in the abovementioned contract of assignment.

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

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

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

Paragraph 20 Remarks, penalties and suspension of the service

The Registry may, under the conditions set out below, adopt remarks, apply penalties and suspend the service according to the terms described below:

1. In the event of failure to comply with one or more of the duties described in Paragraph 10 "Duties of the Registrar" and 16 Data Processing and the role of the Registrar", the Registry will send the Registrar a formal remark, according to the procedures described in the following paragraph.
2. In the case of persistent failure to observe one or more of the duties referred to in point 1., on the second remark, the Registry will apply a penalty of € 100 per domain name involved in each violation without prejudice to any claim for greater compensation for damages. The penalty will be deducted from prepaid sums. Any failure to cover the cost of the penalty will result in the consequences stated in Paragraph 14, third comma, of this Agreement, including suspension until future reinstatement. Repeated failure may result in suspension from the service.
3. If the carrying out of activity and operations cause damage to systems and access to the domain name registration service, the Registry to protect its position will send a formal remark, will apply a penalty and the suspension if service facilities are at risk and in case of repeated infringement. Such as, but not limited to, a saturation of resources by means of denial of service or in excess of that guaranteed by access credentials; continuous and repeated attempts over very short time spans and with a negative result of operations for the registration, management and interrogation of domains and contacts in excess of daily limits; scanning operations of Whois and DAS services.

Before issuing a remark, applying a penalty and / or suspending the service, the IIT-Registry will send the Registrar, by means of formal notification to the address shown in the contract, an explicit invitation to explain the aforesaid breaches.

If, within 5 (five) working days of the alleged breach, the Registrar does not send documented justification, or

if this is deemed unfounded, the Registry will accordingly:

- I. in the cases referred to in paragraph 1 above, send formal notice, explaining the grounds for the remark, to the Registrar.
- II. In the event of repeated breach, as described above in paragraph 2, the Registry will apply a penalty. Further formal remark may lead to the suspension of service for a period of 15 (fifteen) days from receipt by the Registrar of the notification of the grounds for this measure and the starting date of the suspension;
- III. In the event of suspension, as described in paragraph 3 above, the Registry will apply a penalty within the limits laid down in point 2. and / or suspend the Registrar as described in point II;
- IV. In the event that the Registrar suspended for violations related to the above points should continue to breach, the Registry reserves the right to terminate the contract.

The application of the suspension measure will cause the suspension in the supply to the Registrar of billable services as defined in Paragraph 15 *Fees for the activities of maintaining a domain name in the ccTLD.*, without prejudice to renewal and visibility, including resolution of the DNS.

The Registrar shall guarantee and indemnify the IIT-Registry against any burden or nuisance as a consequence of the aforesaid breaches according to the previously cited Regulations.

This is nevertheless subject to compensation by the Registrar for damages suffered by the Registry.it as a result of the legal action for damages suffered by third parties.

If, in a specific case, the procedures referred to in this Paragraph and the express termination clause are applicable, the latter shall prevail. This shall be without prejudice to the right of the Registry not to use the said termination clause and to apply the procedures referred to in this Paragraph instead, but will not constitute any renunciation to exercise this right.

For the purposes described above, only the breach giving rise to tort will be taken into account. If behaviour causes willful damage to the Registry, the latter will implement the appropriate safeguards as well as the immediate suspension of the service in accordance with the terms above mentioned.

Paragraph 21 Express termination clause

- 1) In the following cases:
 - 1.1) failure by the applicant Registrar to pay the fees referred to in paragraph 1.c) of Annex A within 60 (sixty) days from the date of notification by the IIT-Registry passing the accreditation process;
 - 1.2) the Registrar makes false declarations to the IIT-Registry regarding the payments made, or in the case of fraudulent inaccuracy, of the sum paid;
 - 1.3) Repeated failure to comply with the provisions of Paragraph 16, with regard to the processing of data, which is challenged in terms referred to in Paragraph 20 above;
 - 1.4) fulfillment of the conditions described in section IV, of Paragraph 20;

- 1.5) maintaining the state of suspension for a period of more than three consecutive months;
- 1.6) use of the denomination and the logo of the Registry .it non compliant with the provisions of Annex E;

the IIT-Registry shall be entitled to terminate the contract pursuant to Article 1456 of the Italian Civil Code from the date of receipt by the Registrar of notification, without prejudice to compensation for damages and the recovery of any outstanding sums.

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

Paragraph 22 Effects of termination

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

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

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

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

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

Paragraph 23 Right to withdraw

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

The Registrar will also have the right to withdraw from the contract, with immediate effect, if he does not agree with any changes to the Regulations, as shown in paragraph 11, point 2, and to the technical procedures, specified in the last part of paragraph 12; in this case, the right to withdraw must be exercised by the date of entry into force of the changes to the Regulations of the ccTLD .it on which withdrawal is based, without prejudice to any necessity and urgency as per paragraph 11, point 2.

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

commenced.

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

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

If the Registrar withdraws from the contract, or is declared in breach by effect of the express termination clause:

- A) the Registrar is bound both contractually and in accordance with the obligatory duties provided for by laws in force regarding personal data protection to send to the IIT-Registry the documentation regarding the Registrant's acceptance of the obligations provided for in Annex B "Acceptance of the Clauses necessary for the registration of a domain name in the ccTLD .it – Duties and responsibilities of the Registrant" for each domain name maintained by the Registrar, as defined in Paragraph 10, paragraph V.
- B) Within five days from the date of termination or withdrawal, the Registrar must remove any direct or indirect reference to the condition of accredited Registrar for the ccTLD it, including but not limited to, the signs referred to in Annex E of this contract, from letterheading, website, advertising, audiovisual and any other material used for communication.

In the circumstances outlined above, the Registry may proceed against the defaulting Registrar by means specific legal action.

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

Paragraph 24 IIT-Registry courses

The IIT-Registry undertakes to organize at least 4 (four) specialist courses every year for Registrars, at no extra cost, on the Regulations of the ccTLD ".it", on operational aspects, on programming languages and, pertaining to the activities of the systems, on the resolution of disputes, elements of law related to distinctive commercial signs, digital signatures, e-commerce, IT security and any other technological or legal sector of concern to Registrars. A number of the above mentioned courses can also be carried out on line

Paragraph 25 Activities of research and development of the IIT-Registry

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

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

Paragraph 26 Communications

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

The parties, furthermore, expressly consent to receiving communications, for which a different, specific form is not required by this contract, by means of the service of non-certified email. Major communications, suspension and termination of the contract will in any case be sent via certified email or recorded delivery letter; courier service delivery will be used for non-Italian Registrars without a CE address.

The parties undertake to keep their contact details as indicated in the contract on the RAIN-NG portal and on the portal (<https://arp.nic.it>), including email addresses, up to date, notifying in good time and in writing any changes and assuming all responsibility relative to failure to receive messages as a result of their own neglectful behavior.

Paragraph 27 Meetings with Registrars

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

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

Paragraph 28 Review of tariffs

The tariffs are liable to reduction or increase.

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

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

Paragraph 29 Starting date and duration of the contract

This contract starts from 1 May 2013 and end on 30 April 2016. For contracts signed after 1 May 2013 the contractual term shall in any case expire on 30 April 2016.

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

In Accordance with Art. 40, paragraph 2, letter b) of Decree-Law 6 December 2011, no. 201, converted, with amendments, by Law of 22 December 2011, no. 214, legal persons, entities or associations are no longer eligible to receive data handling information or any request for consent previously required under Legislative Decree 30 June 2003 no. 196. Individuals whose data is processed in connection with the activities related to this contract continue to have the right, even if provided for such purposes by people who are no longer

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

The National Research Council through the Institute for Informatics and Telematics is the Data Controller. (<http://www.registro.it>).

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

Paragraph 31 Place of jurisdiction

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

Date,

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

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

In accordance with and to the effects of Articles 1341 and 1342 of the Italian Civil Code, the following paragraphs are explicitly accepted: paragraph 4 – Domain names; paragraph 6 – Accreditation of the Registrar; paragraph 8 – Use of the denomination "Registrar accredited by the .it Registry", ".it Registrar" and of the Logo of the .it Registry; paragraph 10– Responsibilities and duties of the Registrar paragraph 11 – Responsibilities and duties of the Registry ; paragraph 14 – Payment and invoicing; paragraph 15 - Tariffs for the activity of maintaining a domain name in the ccTLD .it; paragraph - 16 Data treatment and the role of the Registrar; paragraph 18 - Change of Registrar for a substantial number of domain names; paragraph 19 - Assignment of the contract, paragraph 20 - Censure, penalties and suspension of the service; paragraph 21 - Express termination clause; paragraph 22- Effects of termination; paragraph 23 - Right to withdraw; paragraph 29 – Starting date and duration of the contract; paragraph 30 - Explanatory information and consent in accordance with Italian legislative decree 196 of 30 June 2003; paragraph 31 Place of Jurisdiction; Annex A – "Criteria and Fees for Accreditation and Effectiveness"; Annex B – "Acceptance of the Clauses necessary for the registration of a domain name in the ccTLD .it – Duties and responsibilities of the Registrant"; Annex C – "Modalities for carrying out the service of registration of domain names by the .it Registry and definition of times of availability of the services associated there with"; Annex D – "Modalities for updating and viewing accounting data on the RAIN Portal"; Annex E – "Use of the denomination "Registrar accredited by the .it Registry", ".it Registrar" and

of the Logo of the .it Registry”

Date,

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

1. Accreditation of new Registrars

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

- a) pay the IIT-Registry the sum of € 2,500.00 (two thousand five hundred) excluding VAT, of which € 2,200.00 (two thousand two hundred) cover access to the accreditation platform and to the relative technical Helpdesk service and for attendance at special courses organized by the IIT-Registry, and € 300.00 (three hundred) for sitting technical tests for accreditation. This sum, to be paid within 30 (thirty) days from the issue of the invoice, shall remain to all effects the gain of the CNR;
- b) pass the technical tests for accreditation;
- c) furnish payment of the sum of € 4,000.00 (four thousand/00) excluding VAT, as prepayment of the costs for as many operations for registering and maintaining domain names in the ccTLD .it.
- d) make payment on the sum as per point c) below on receipt of the invoice and within 30 (thirty) days from its issue date.

The new Registrar is entitled to operate according to the times and methods as described in the following point 2 “Times and methods of effectiveness for activation of the position of Registrar”.

An organisation wishing to be accredited as a new Registrar cannot use a TAG-REG corresponding to an already assigned TAG-REG

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

On signing the contract, the IIT-Registry will issue a normal invoice for the sums mentioned in points 1.a).

On receipt of payment, the IIT-Registry will activate an “account” to allow the Registrar to access the accreditation platform; the specifications relative to the accreditation procedure will be made available on the web portal reserved for aspiring Registrars (<https://arp.nic.it>).

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

The test referred to in paragraph 1.b) must be passed within five (5) months from the date on which the applicant Registrar is able access the platform for accreditation. The test can be repeated with a minimum interval of one week.

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

Any failure to pay the sum mentioned in the points 1.c), will cause the suspension of the contract for a maximum period of 60 (sixty) days from the date of notification by the IIT-Registry of passing the accreditation procedure. At the end of this time, the contract shall be deemed cancelled in accordance with the provisions of paragraph 19 of the contract.

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

Date,

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

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

Acceptance by the Registrant of the requirements, responsibilities and consents which are prerequisite for the registration of the domain name, must be documented by the Registrar in writing or equivalent form in accordance with the Digital Administration Code as specified in Paragraph 10, "Duties of the Registrar", Point V of this Agreement and in the manner specified under the terms of the ccTLD.it Regulations.

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

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

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

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

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

The Registrar undertakes to proceed with the registration of domain names after gaining express acceptance from the Registrant of each specific clause pertaining to the declarations and assumptions of responsibility to the IIT Registry, related to the assignation of the domain name, as specified in the Regulations of the ccTLD .it . The aforesaid declarations and assumptions of responsibility must be documented in writing to the Registry as described in Paragraph 10, point V of this agreement.

3. Explanatory information and acquisition of consent for the purposes of processing data for the registration of the domain name and for visibility on Internet.

In compliance with the contents of paragraph 16 “Data Processing and the role of the Registrar”, the Registrar is bound to supply the Registrant with information regarding the modalities and purposes of the data processing and to obtain, if the Registrant is a natural person, his consent, on the basis of the contents prepared by the IIT-Registry by means of the afore cited Regulations of the ccTLD .it . The giving of consent must be made expressly for each processing and must be documented in writing to the Registry in

accordance with the methods and terms established in Paragraph 10, point V of this agreement and in the Regulations of the ccTLD.it, and also according to the terms of the personal data protection Code, art. 23, comma 3.

In Accordance with Art. 40, paragraph 2, letter b) of Decree-Law 6 December 2011, no. 201, converted, with amendments, by Law of 22 December 2011, no. 214, legal persons, entities or associations are no longer eligible to receive data handling information or any request for consent previously required under Legislative Decree 30 June 2003 no. 196. Natural persons whose data is processed in connection with the activities related to this contract continue to have the right, even if provided for such purposes by people who are no longer eligible, under the terms of the duties of the aforesaid persons of informing and obtaining consent to this data processing policy.

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

Once the registration has been concluded with the entry of the domain name into the DBAN, the Registry will send to the Registrant, to the email address in the DBAN, a list of the information existing in the afore said DBAN, and of the information concerning the assumptions and declarations of responsibility, the giving of consent and the identity data of the Registrar which carried out the registration.

In order to enable the successful completion of the above procedure, the Registrar undertakes to remind the Registrant to apply and verify a valid internet address.

Date,

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

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

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

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

Services with availability equal to 24x7x365

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

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

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

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

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

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

For the year 2013 7.3 (seven point three) days of ordinary maintenance are foreseen, with a maximum continuous stop for planned maintenance equal to 6 (six) hours. For the following years maintenance planning will be indicated on the RAIN-NG portal.

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

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

These systems signal any faults found during monitoring via email/sms text message. The systems allow real time reporting of the uptime for services (usually graphic reports). These reports will be published on the RAIN-NG portal.

24 hour available services

The service mentioned in point 1) public website of the IIT-Registry <http://www.registro.it>, RAIN-NG portal reserved for Registrars <https://rain-ng.nic.it> and the ARP portal reserved for aspiring Registrars <https://arp.nic.it>; 2) Whois service; 4) procedure for aligning the Database of Domain Names and 6) service of connection of the IIT-Registry's network and data routing apparatus, as well as point 10) statistics service <http://stats.nic.it>, are guaranteed, as a rule, 24 hours a day by the IIT-Registry.

The service mentioned in point 7) telephone, hard-copy and email help desk service for technical matters reserved for Registrars, and 9) telephone and email help desk service for technical matters, reserved to future Registrar, is available week days from Monday to Friday in accordance with the timetable provided on the RAIN-NG portal and the ARP portal.

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

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

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

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

Date,

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

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

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

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

As specified in paragraph 14 of the present contract payments can be made via virtual POS or by means of bank transfer.

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

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

Credit card data, inserted in the *BNL Positivity* website, will remain in the sole possession of BNL .

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

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

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

For trans-border bank transfers payments will be accredited two days from the currency maturity date. The IIT-Registry is able to request further proof of the payment made from the Registrar.

If the Registrar does not send that requested, the IIT-Registry reserves the right to not proceed with accreditation of the sum until verification of effective payment.

If there is no correspondence between the content of the declaration mentioned above and the facts, the IIT-Registry will proceed with the termination of the contract for default by the other party, according to the express termination clause as per paragraph 19 of this contract, reserving the right to take further civil or criminal action.

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

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



Figure 1



Figure 2



Figure 3

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

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

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

The Registrar acknowledges that the wording “Registro .it” (.it Registry), “Registrar accreditato del Registro .it” (Registrar accredited by the .it Registry) and “Registra .it” (.it Registrar) are exclusively available from the IIT-Registry after the process of accreditation provided for in the main contract.

2. Subject

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

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

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

Also by way of the non exclusive trademark license, the IIT-Registry allows the Registrar to use the Logo of

the .it Registry solely in association with the wording "Registrar accredited by the .it Registry" or ".it Registrar", in verbal form or in the graphical form shown above, in the following ways:

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

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

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

4. Rights over signs and non contention

The IIT-Registry holds all rights in civil law to the name of the " ccTLD .it Registry" or ".it Registry", of the ".it Registrar". "Registrar accreditato del Registry.it" and over the sign as per figure 1, 2 and 3 above including, by way of example only and not exhaustively, the trademark, company, company name and sign. The Registrar acknowledges the sole title of the IIT-Registry to each and every right to make use of the Logo of the .it Registry and, in general, of the name "ccTLD .it Registry" or ".it Registry" and of the denomination "Registrar.it" and "Registrar accreditato del Registry.it", and undertakes to not challenge the aforementioned title nor the validity, notoriety or renown of these logos under any circumstances, in judicial or administrative proceedings.

5. Obligations of the Registrar

The Registrar undertakes to:

- never place near or associate the denomination "Registrar accreditato del Registry.it" or "Registrar.it" and the relative sign, not even in an indirect form, (by way of example only and not exhaustively, by means of hypertext links, also known as "links") to internet sites which offer content contrary to the law or morality, and in any case harmful to the protection of minors and/or human dignity, including by way of example only and not exhaustively, internet sites with child pornographic content or content which incites racial hatred;
- reproduce the denomination and Logo of the .it Registry as well as the denomination "Registrar.it" and "Registrar accreditato del Registry.it" using the exact color and to enlarge or reduce them in such a way that the proportions remain the same and that they are perfectly legible, in accordance with the abovementioned technical manual (Annex Eb) . The Logo and the denomination ".it Registrar" and "Registrar accredited by the .it Registry" cannot be changed or retouched in any way. The Logo and the denomination ".it Registrar" and "Registrar accredited by the .it Registry" can be downloaded in various formats and resolutions from the RAIN-NG portal of the IIT-Registry, in accordance with the aforementioned technical manual;
- not deposit, register and/or use either directly or through third parties, either natural or

legal, other names and/or trademarks the same as, similar to or confusable with the denomination and the Logo of the .it Registry as well as the denomination “.it Registrar” and “Registrar accredited by the .it Registry”, neither alone nor in association with other signs, neither in countries where registration has been requested nor in countries where registration has not been requested;

- interrupt immediately the use under any form of the use of the denomination and Logo of the .it Registry as well as the denomination “.it Registrar” and “Registrar accreditato del Registry.it” on suspension notified by the IIT-Registry;
- not register, under any TLD, domain names the same as or similar to the denomination and Logo of the .it Registry as well as the denomination “Registrar.it” and “Registrar accreditato del Registry.it” or with which they might be confused;
- refrain from any deed which might provoke the vulgarisation of the denomination and Logo of the .it Registry as well as the denomination “Registrar.it” and “Registrar accreditato del Registry.it” or the loss of its notoriety and/or renown;
- not use the denomination and Logo of the .it Registry as well as the denomination “Registrar.it” and “Registrar accreditato del Registry.it” under circumstances not agreed in this agreement without the written consent of the IIT-Registry;
- to indemnify the IIT-Registry against damages arising from the incorrect use of the denomination “Registrar accredited by the .it Registry”, “.it Registrar” and the Logo of the .it Registry.

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

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

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

To this effect, and without having any right to compensation or indemnity from the IIT-CNR, the Registrar if the Registrar is no longer the holder of a contract or within thirty days if the Registry changes its logo shall immediately:

- remove the denomination and Logo of the .it Registry from his website;
- destroy all materials and documents reproducing the denomination and Logo of the .it Registry where such denomination and sign have been printed or stamped or which recall the Registrar as an accredited .it Registrar.

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

7. Controls and checks

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

8. Use of collective trademarks

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

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

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

10. Use of other signs and denominations

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

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

11. Enforceability of the clauses of the main contract

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

Date,

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

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

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

1. Recognition of the ownership and quality of the Logo of the ccTLD .it; 2. Subject; 3. Rights granted and terms of use of the Logo of the ccTLD .it; 4. Rights over signs and non contention; 5. Obligations of the Registrar; 6. Withdrawal of the right to use the denomination and Logo of the ccTLD .it; 7. Controls and checks; 8. Use of collective trademarks; 9. Extension of the regulations to further identical or similar registered trademarks; 10. Use of other signs and denominations; 11. Enforceability of the clauses of the main contract

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

Given that:

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

between

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

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

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

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

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

The “Rules of good conduct” are binding for Registrars who accept them and failure to comply with them will result in the cancellation of the Registrar as signatory of the aforesaid rules of good conduct from the Registry's website in accordance with Paragraph 8 of the same contract. Under such conditions of breach, the Registrar will be censure according to the indications given in Paragraph 20.

The whole of the above being stated, the Registrar:

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

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

declares and guarantees that in relations with the end users of the aforementioned service, he will propose transparent agreements for the services he supplies and will adopt and/or ensure that his staff will adopt an ethically correct behavior, without hindering termination of any registration contract already stipulated with Registrants;

declares that in the carrying out of his own activities he undertakes to behave in a spirit of fairness towards other Registrars, avoiding behavior which might damage in any way the legitimate interests of the end consumer;

declares that he will refrain, where the IIT-Registry and other Registrars are concerned, from actions which might create situations of disturbance in the system of assignation and management of domain names in the ccTLD .it , preventing other Registrars, in violation of the normal duties of honesty and fairness in commercial relationships, from accessing the service concerned;

declares that he will comply with, and ensure compliance with, laws governing the treatment of the personal data of his clients, handling data in observance of the laws in force and with scrupulousness and discretion;

undertakes to not carry out spamming activities to Internet users and to be a diligent party towards his clients, if he becomes aware of any spamming activity by these latter, and remind them of the need for fair behavior; also undertakes to inform users of the need to make appropriate use of data on the network, in compliance with applicable standards and codes of conduct;

undertakes to collaborate with the competent legal Authorities if necessary, in compliance with the laws on illicit acts over the internet and to not encourage the dissemination of illicit or harmful content via the internet.

Furthermore, the Registrar shall be able to register domain names for his own use but he must refrain from domain hoarding, that is to say requesting the registration and maintenance of a large number of domain names.

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

The above stated "Rules of good conduct" are aimed at promoting and safeguarding the activity of domain name registration, thereby increasing the trust of both the single citizen and enterprises where the use of internet services are concerned, in harmony with the provisions established by the organs of government and state authorities.

The Registrar is aware that failure to comply with the rules of good conduct will lead to cancellation of the same from the list of signatories to this Code of Conduct, shown on the public website of the IIT-Registry, subject to a challenge for failure to comply with the provisions contained in this Annex, in the manner prescribed in Paragraph 20.

Date,

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

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

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