

TLD Anycast Name Service Agreement

CIG: B4AB47FA33

Concluded by

ipcom GmbH

Karlsplatz 1/2/9

1010 Vienna, Austria

hereinafter referred to as “**ipcom**”

and

Organization/Name:	IIT CNR
Signatory:	Dott. Andrea Passarella
Address:	Via G. Moruzzi 1
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hereinafter referred to as the “**User**”

Preamble

Anycast name servers (hereinafter referred to as "name servers") make it possible to connect a single IP address to the internet via multiple locations worldwide; this means that every query from the internet is automatically routed to the name server instance which is topologically closest. Among other advantages, this arrangement enhances reliability.

ipcom operates multiple instances of anycast name servers and provides the name service to its customers based on this contract.

1 Subject Matter

- a) ipcom and the User hereby agree that ipcom will provide the name service for zones to be named by the User for the duration of this agreement.
- b) In addition to entering and operating the zones/domains in question on the name server instances operated by ipcom, ipcom will also monitor the zones/domains, prepare corresponding statistics for the zones/domains in question, and provide these statistics to the User.
- c) The premises, acts and documents relating to the tender procedure CIG B4AB47FA33, although not materially attached, form an integral and substantial part of this contract. Also constituting an inseparable part of the contract, even if not materially attached, are the acts and tender documents. In case of any discrepancy or conflict or omission, the present TLD Anycast Name Service Agreement CIG: B4AB47FA33 shall prevail over the bidding acts and documents formulated by the User.

2 General

- a) ipcom is responsible for the execution, operation, security and monitoring of the service offered. The User hereby acknowledges and agrees that ipcom is entitled to make use of third parties without obtaining the User's consent, in order for ipcom to fulfil its obligations under this agreement.
- b) ipcom will be responsible for the selection, procurement and operation of the hardware and software required to fulfill its obligations under this agreement.
- c) Technical details of the services offered and the statistics generated by ipcom are provided in Annex A (Technical Description), the provisions regarding availability are stipulated in Annex B (Service Level Agreement), provisions regarding support can be found in Annex C (Technical Support), prices are set out in Annex D, and contact details are provided in Annex E to this Agreement. As the name service offered is a technical service that is subject to constant technical and other innovations, the User explicitly agrees that ipcom may make reasonable and expedient changes to Annex A without the User's consent.
- d) ipcom is entitled to change the technical set-up, in particular anycast locations and name server software, without the User's consent, provided this is not detrimental to the quality of the service.
- e) ipcom uses state-of-the-art systems for its name service in order to ensure that the service is as reliable as possible. In case of reduced performance for reasons within the control of ipcom, the contracting parties also conclude the Service Level Agreement in Annex B.
- f) ipcom has the right to refuse to provide the User with the name service, either partly or in full, for as long as and to the extent necessary, if the User's zones severely threaten the stability of the service. If ipcom hosts more than one zone for the User and the problem is limited to a

certain zone, ipcom will partly or fully deny the service for that zone only. The User will be notified of any such actions immediately by e-mail.

- g) All communication between the contracting parties will take place primarily in electronic form between the contacts to be named by the contracting parties in Annex E, except in cases where the written form is expressly required under this agreement. Each contracting party will inform the other of any changes in contact details without delay.

3 Duties of the User

- a) With regard to use of the service provided by ipcom, the User is responsible for the zones/domains which it names. In particular, this refers to configurations performed by the User and the data contained in the zones. The User hereby confirms that it has the required authorization in respect of all of the data in question.
- b) The User is responsible for providing its customers with any support that becomes necessary due to the provision of the service.
- c) The User must have at its disposal the technical and other capabilities necessary in order to use the service.
- d) In addition, the User is responsible for ensuring that it has obtained any and all legal or official permits or private authorizations necessary in order to use the service described in this agreement.
- e) With regard to clause 2.f) of this agreement, the User is obliged to take all reasonable action within its power in order to eliminate or at least mitigate the effects of any attack on ipcom.
- f) The User is obliged to settle any unpaid amounts invoiced by ipcom for the service in accordance with clause 4. and Annex D of this agreement promptly and without deductions.
- g) The User undertakes to keep all access codes and data made available by ipcom confidential, except towards employees or consultants of the User on a need-to-know basis for the proper performance of the service, and to take all possible and reasonable data backup measures.

4 Prices and Billing

- a) The prices charged to the User for the name service are set out in Annex D (Pricing) to this agreement.
- b) ipcom will invoice these fees to the User on a monthly basis. Payment must be made without deductions within 40 days of presentation of the invoice, which will be issued after each month in which the service is used. Invoices will be delivered in digital form, by e-mail.
- c) In cases where the User makes use of special support services, for example due to a lack of capabilities on the User's part in accordance with clause 3.c) of this agreement, ipcom is entitled to charge the User additional fees for technical support services as specified in Annex D (Pricing). Prior to performing the services, ipcom will expressly inform the User of the costs that will be incurred.
- d) In case of a delay in payment, ipcom may charge default interest based on the Italian legal interest rate per month after sending one payment reminder. Moreover, ipcom has the right to temporarily discontinue the provision of the service or, in the case of repeated violations, to effect extraordinary termination of this agreement in accordance with clause 9.f).
- e) In cases where ipcom fails to provide disruption-free service, the User is entitled to a reduction in the costs to be paid in accordance with the Service Level Agreement in Annex B.
- f) Service price revisions, either upward or downward, exceeding 5 percent of the total amount shall operate to the extent of 80 percent of the change itself, in relation to the services to be

performed. For the purpose of determining the change in costs and prices referred to in Annex D, the following summary indices developed by ISTAT shall be used with respect to service and supply contracts, the indices of consumer prices, producer prices for industry and services, and indices of hourly contractual wages. The cost and price indices are published together with the relevant calculation methodology, on ISTAT's institutional portal in accordance with the relevant European and national regulatory provisions on the communication and dissemination of official statistical information.

5 Duty of Confidentiality, data protection

- a) The contracting parties mutually undertake to use any and all information, data and documents exchanged by the contracting parties or transmitted by the other party under this agreement only for the agreed purpose, to maintain the confidentiality of such information, data and documents, not to disclose said information, data and documents to third parties, and not to allow third parties to use said information, data and documents. Moreover, each party undertakes to take all measures necessary in order to prevent such information, data and documents from becoming known to third parties and from being used by third parties.
- b) This duty of confidentiality does not apply to information which has already been published at the time of transmission, which is demonstrated to have already been in the possession of a contracting party when the other contracting party disclosed the information, or which a contracting party procured by legal means and independently of the information provided by the other contracting party.
- c) Information, which is verifiably published or verifiably enters the public domain at a later point in time or is lawfully made available to the recipient of the information by some other means is no longer considered confidential.
- d) Subcontractors hired by the contracting parties for the purpose of fulfilling this agreement or enterprises affiliated with the contracting parties are not considered third parties under these provisions. Such subcontractors and affiliated enterprises must also be subjected to this duty of confidentiality by the relevant contracting party.
- e) A contracting party that violates one of the obligations assumed under clause 5 of this Agreement will be obliged to pay the other contracting party a penalty of EUR 2,500.00 for each violation.
- f) The duty of confidentiality continues to apply in the event that this agreement is dissolved.
- g) As ipcom determines the purposes and means of processing of personal data in respect of fulfilment of contractual services, ipcom alone is the controller in the meaning of Art. 4(7) General Data Protection Regulation (GDPR). In this regard, ipcom would like to draw attention to the fact that the User is responsible for providing data protection information, meaning that, in particular, any data subjects in the meaning of Art. 13(1)(e) GDPR must be adequately informed that ipcom is a recipient of personal data.

6 Liability

- a) Regardless of the underlying legal reasons, the contracting parties will not be held liable for minor negligence or for indirect damage, consequential damage (including lost profits), costs of replacement, or property damage, even in cases where the contracting parties were informed about the possibility of such damage.
- b) ipcom assumes no liability for the data received from the User on the basis of this agreement or for the use of such data. The contracting parties expressly acknowledge that ipcom is not

obliged to review the content of data provided by the User or subsequently changed by the User. The User expressly agrees to fully indemnify and hold harmless ipcom against any third-party claims arising from this data.

- c) ipcom bears no liability for default in performance, or non-performance, in case of unforeseen circumstances or for reasons which ipcom and third parties commissioned by it cannot reasonably be expected to influence. In addition, any damage claims arising from force majeure pursuant to clause 7. are excluded.
- d) The contracting parties will be liable for personal injury in accordance with the statutory provisions, without prejudice to the provisions above.

7 Force Majeure

- a) In the case of a disruption of the service due to force majeure, the contracting parties will be relieved of their obligations under this agreement for the duration of the disruption. If the provision of the service is prevented entirely and on a continuing basis in cases of force majeure, the contracting parties will have the right to effect extraordinary termination of this agreement.
- b) If a case of force majeure arises, ipcom will inform the User accordingly.

8 Duration and Ordinary Termination of the Agreement

- a) This agreement enters into force on 1.2.2025 and is concluded for two (2) years (hereinafter referred to as the “initial term”). The User’s payment obligations begin upon the entry into force of this agreement.

9 Extraordinary Termination of the Agreement

This agreement can be terminated in writing with immediate effect for important reasons.

Important reasons which justify extraordinary termination of the agreement by either party include the following:

- a) Initiation of bankruptcy proceedings against the other contracting party.
- b) Willfully intentional or grossly negligent behavior on the part of an employee of one of the contracting parties that results in damage affecting the other party.
- c) Repeated violations of material provisions of this agreement by the other contracting party.

The User shall have the right to extraordinary termination of the agreement in the following specific cases:

- d) Significant breach of SLA pursuant to section 3.g) of Annex B.
- e) Material changes to services by ipcom, which bring about a substantial deterioration in the services for the User or render the services unusable for the User.
- e) IIT CNR has the right to terminate the contract if it is found that the participation requirements are not met. Article 122 of Legislative Italian Decree 36/2023, apply to the termination of the contract. The CNR will give formal notice of termination to the supplier, with prohibition of payment of consideration, except to the extent of services already performed.

ipcom shall have the right to extraordinary termination of the agreement in the following specific cases:

- f) Failure to meet financial obligations, especially in the case of repeated failure to make payment in accordance with clause 4. of this agreement.
- g) Repeated attacks on the User, ipcom or the name servers due to the User's zones which endanger or could endanger the stability of the services provided.

If this agreement is dissolved, ipcom will have the right to destroy all data transmitted by the User. In addition, in the case of extraordinary termination, any outstanding fees will be charged on a pro rata basis, with the last day of service taken as the cut-off date for the calculation.

10 Fair use policy

The contracting parties agree on a fair use policy as follows:

If the User's average monthly invoice amount over a period of three months falls below EUR 100 per billion queries resulting from use of the name service by the User's zones, ipcom will be entitled to terminate the contract subject to a notice period of 30 days.

11 Annexes

ipcom has prepared a number of administrative and technical documents which are attached as annexes to this agreement. These annexes form an integral component of the agreement. The contracting parties undertake to observe all procedural rules and provisions in the annexes.

Pursuant to clause 2.c) of this agreement, ipcom is entitled to make appropriate and expedient amendments to Annex A. The amended annexes will take effect upon delivery (including by e-mail) to the User; the period preceding their entry into effect is 14 days, unless there is an important reason to implement such changes immediately.

12 Applicable Law, Jurisdiction

This agreement is subject to Italian law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and the conflict of laws rules of international private law.

The place of jurisdiction for any and all disputes arising from this agreement with Users incorporated in Austria is Vienna Commercial Court or the Vienna District Commercial Court for district court proceedings. In the case of Users incorporated in other countries, ipcom has the right to file suit with the competent court in Rome.

13 Severability Clause

If one or more of the provisions in this agreement is ineffective, invalid or overturned, the validity of the remaining provisions will not be affected. The invalid, ineffective or overturned clause will be replaced by a clause that comes closest to the economic intentions of the contracting parties.

14 Miscellaneous Provisions

- a) Any transfer of rights arising from this agreement is only permissible with the express written consent of the other contracting party. The transfer of rights arising from this agreement from a contracting party to an enterprise affiliated with that contracting party will remain

exempt from this provision. The other contracting party must be notified of such assignments.

- b) Any and all services of ipcom will be provided solely on the terms stipulated in this agreement. The contracting parties expressly agree that the User's general terms and conditions of business cannot be made applicable to this agreement.
- c) Ancillary agreements, supplements and changes to this agreement require the consent of both contracting parties in order to take effect and can only be made in writing; this also applies to agreements to deviate from the written form requirement.
- d) Any failure on the part of ipcom to exercise a right or to exercise a right immediately will not be considered a waiver of that right.

Place, date:

Place, date:

Name of signatory in block capitals

Name of signatory in block capitals

.....
User's company stamp and signature

.....
ipcom company stamp and signature

Name of signatory in block capitals

.....
ipcom company stamp and signature

Annexes

Annex A – Technical Description
Annex B – Service Level Agreement
Annex C – Technical Support
Annex D – Prices
Annex E – Contacts

Annex A: Technical Description

The following technical requirements are essential, and the non-compliance with all of them leads to the disqualification of the Economic Operator:

- The Economic Operator must provide a DNS Anycast Service for the .it, dns.it and nic.it zones, which includes the operation of the authoritative DNS Anycast servers for these zones, their management and maintenance, monitoring, etc.
- The hardware and software, where the DNS Anycast Service will run, will be provided by the Economic Operator and will be completely under her/his responsibility, as well as the routing and network infrastructure at the Anycast sites.
- At the time of the tender, the number of .it domain names is about 3,4 million.
- The dns.it zone contains only the names of the .it authoritative nameservers (i.e. a.dns.it, r.dns.it, m.dns.it, etc.).
- The nic.it zone is dedicated to the name resolution of the IIT-Registry machines (clients and servers).
- All the nameservers used by the Economic Operator to provide the DNS Anycast Service, must have the same public IPv4 and IPv6 addresses and all these addresses have to be part, respectively, of at least a /24 and a /48 networks, used by the Economic Operator only for DNS Anycast purposes.
- The DNS software used by the Tenderer to provide the DNS Anycast service must be compliant with the relevant DNS protocol technical specifications, such as those indicated in the RFCs 1034, 1035, 2181, 2308, 4034, 4470, 5155 and their following updates.
- The DNS software used by the Tenderer to provide the DNS Anycast service must be compliant with the relevant DNSSEC protocol technical specifications, such as those indicated in the RFCs 2535, 4033, 4034, 4035, 6840, 6841 and their subsequent updates.
- The nameservers used to supply the DNS Anycast Service must be able to perform the name resolution, if queried on both IPv4 and IPv6.
- The nameservers used to supply the DNS Anycast Service must be able to answer to DNSSEC queries for the .it, nic.it and dns.it domains.
- AXFR and IXFR zone transfers must be supported.
- Zone transfer authentication, between the distribution master(s) of .it, nic.it and dns.it, and the distribution master(s) of the DNS Anycast infrastructure, must be based on TSIG and not on IP addresses.
- The Economic Operator for the DNS Anycast infrastructure must prove to IIT to have Anycast nodes
- distributed as follows. At least:
 - 5 DNS Anycast nodes in Europe;
 - 3 DNS Anycast nodes in the Americas;
 - 3 DNS Anycast nodes in Asia;
 - 1 DNS Anycast node in Africa;
 - 1 DNS Anycast node in Australia.

The Economic Operator must provide IIT with an authenticated Web portal where IIT can verify if everything is working properly and obtain traffic statistics in terms of query/s and bytes/s, both aggregated and distributed per each Anycast node".

Annex B: Service Level Agreement (SLA)

1 Availability

ipcom makes significant technical efforts to achieve maximum availability of the name server locations it offers.

In the case of maintenance activities, which ipcom may carry out at any time, the availability of the name service provided may be reduced.

2 Service Level Parameters

In respect of service level parameters, ipcom distinguishes between “DNS zone resolution” and “Provisioning and DNS zone distribution”.

ipcom provides the User with the agreed services in accordance with the following service level parameters, subject to the following key performance indicators (KPIs):

2.1 DNS zone resolution

SLA parameter	Key performance indicator (KPI)	Definition
Node availability	> 15 nodes	Number of nodes answering DNS requests. The current list of nodes is published on our website at https://www.rcodezero.at
Service availability	> 99.8 %	Percentage of DNS queries answered globally according to https://rcodezero.at/SLA
Round trip time	< 50 ms	Average round trip time (RTT) of DNS queries according to https://rcodezero.at/SLA

2.2 Provisioning and DNS zone distribution

SLA parameter	Key performance indicator (KPI)	Definition
Inbound zone transfer uptime	> 98 %	Availability of our inbound name server for handling incoming NOTIFY requests and performing zone transfers from customer name servers over the last 30 days.
Zone distribution duration	< 6 minutes	Time after which 90 % of nodes in production respond with the updated zone data.

3 Failure to Provide Service Level Parameters

- In the event that “node availability” provided by ipcom falls short of the KPI defined above in section 2.1. of this Annex, for each failure to provide the defined level of availability the User will receive compensation for reduced availability amounting to 10 % of the monthly fee to be paid by the User. If failure to comply with this SLA parameter continues for longer than one hour, each additional hour will be counted as an additional failure.
- In the event that “service availability” provided by ipcom falls short of the KPI defined above in section 2.1. of this Annex, the User will receive compensation for reduced availability

amounting to a percentage of the monthly fee to be paid by the User as follows, with only the highest applicable level of compensation being applied:

- Availability < 99.8 % over a month – compensation of 10 % of monthly fee to be paid by the User
- Availability < 99.5 % over a month – compensation of 20 % of monthly fee to be paid by the User
- Availability < 99 % over a month – compensation of 50 % of monthly fee to be paid by the User

This compensation for reduced availability may only be applied once in any given month.

- c) In the event that “round trip time” provided by ipcom falls short of the KPI defined above in section 2.1. of this Annex in a given month, the User will receive compensation for reduced availability in the month in question, amounting to 10 % of the monthly fee to be paid by the User.
- d) In the event that availability provided by ipcom according to an individual service parameter or all service parameters defined above in section 2.2. of this Annex (“Inbound zone transfer uptime”, “Zone distribution duration”) falls short of the stated KPI in a given month, the User will receive compensation for reduced availability in the month in question, amounting to 10 % of the monthly fee to be paid by the User.
- e) In all cases, total compensation due in a given month for reduced availability as specified in section 3.a)-d) of this Annex will be limited to the monthly fee to be paid for using the service.
- f) Any claims pursuant to this Annex must be asserted by the User in writing within ten days of presentation of the invoice.
- g) If the SLA parameters provided by ipcom, as listed in section 2.1. of this Annex, are unavailable for a period of more than 72 hours, the User will have the right to extraordinary termination with immediate effect. In this regard, the User will send a signed written termination notice including the reason for termination to ipcom; this notice will enter into force upon receipt by ipcom.

4 Special Agreement in case of DoS and DDoS Attacks

In case of reduced or complete unavailability of the name services provided by ipcom due to targeted attacks on services provided by ipcom under this Agreement, or due to a third party’s deliberate misuse of a service provided under this Agreement, the contracting parties agree that section 3 of Annex B will not apply. ipcom will, of course, attempt to maintain the name service to the fullest possible extent.

Annex C – Technical Support

1 Definitions

- a) Incident: a service problem or any other request for technical support related to the name service offered.
- b) Response time: time from the User's inquiry, or notification of the problem, incident or service malfunction by the User, until ipcom confirms the problem to the User.

2 Incident Priority, Response Time

The following table outlines the response time for each incident priority level:

Incident priority	Description/examples	Response time
1-Critical	<u>Name service is severely impacted, normal operation is not possible, e.g.</u> - Name servers do not respond to queries - Name servers respond with incorrect answers	< 2 hour
2-High	<u>Important name service functionality is unavailable or impacted, e.g.</u> - Zone transfers or updates are not being processed - The number of active nodes is below 50%	< 3 hours
3-Medium	<u>Other performance problems:</u> - Zone distribution duration above SLA parameter - Node availability is below KPI	< 4 hours
4-Low	<u>All other issues that have no impact on the name service</u>	< 8 hours

3 Incident Escalation Procedure

- b) ipcom's technical support service is available for all incident-related inquiries by e-mail and telephone during business hours (Monday to Friday from 8:00am to 6:00pm CET/CEST, except on statutory public holidays in Austria).
- c) ipcom provides a hotline and e-mail address for emergency inquiries that is available 24 hours a day, 7 days a week (see Annex E). Emergency inquiries (i.e. for priority 1-Critical or 2-High incidents) must be made by telephone (using the 24/7 emergency telephone number) or by e-mail (using the emergency e-mail address). Otherwise (i.e. for priority 3-Medium or 4-Low incidents), the aforementioned response time during business hours (Monday-Friday from 08:00am to 6:00pm CET/CEST) will apply. ipcom retains the right to charge a fee for misuse of the emergency contact service.
- d) If the User discovers a malfunction in the services provided by ipcom, the User is obliged to inform ipcom of the malfunction as soon as possible by sending a message to the emergency e-mail address provided by ipcom.
- e) In case of breakdowns – especially total breakdowns – ipcom is obliged to make special efforts to remedy the situation as quickly as possible.

Annex D: Prices

1 Fees for the Name Service

The fee for the use of the name service, which will be charged in accordance with the arrangements set out in clause 4., depends on the total number of delegated domains across all hosted zones (TLD zones and – if applicable – second level zones) for which ipcom's service is used. The total amount is calculated as at 12am UTC on the final day of a given month.

For clarification in case of second level zones: example.at and example.com.at are counted as two domains. Furthermore, no additional fees will be charged for second level zones.

The fees are as follows:

Number of delegated domains from	Number of delegated domains up to	Monthly fee, EUR
3,000,001	4,000,000	5,413.00

The prices are quoted in EUR per month excluding value-added tax (VAT).

2 Other Fees

If the User makes use of special support services pursuant to clause 4.c) of the agreement or other support from technicians above and beyond the terms of this agreement, these services will be charged to the User at a rate of **EUR 219.00 (excluding VAT)/hour**.

Annex E: Contacts

1 User Contacts:

General, Technical and Accounting contact (during business hours)

E-mail address: noc@nic.it

Telephone number: +39 3408825440 / +39 3483938074

E-mail address and telephone number for emergencies

E-mail address: noc@nic.it

Telephone number: +39 3408825440 / +39 3483938074

Invoice address

Address: IIT-CNR / Registro.it – via Giuseppe Moruzzi 1

Postal code, town/city, country: 56124, Pisa, Italy

E-mail: billing@nic.it

VAT number: 02118311006

The emergency contact details may only be used if an emergency occurs in the meaning of section 3.b) of Annex C. Disclosure of these contact details to third parties is not permitted.

2 ipcom Contacts

General, Technical and Accounting contact (during business hours)

Contact formular via web interface on <https://my.rcodezero.at>

Telephone: +43 662 4669 721

E-mail address and telephone number for emergencies (24/7):

E-mail: emergency@ipcom.at

Telephone: +43 662 4669 725

The emergency contact details may only be used if an emergency occurs in the meaning of section 3.b) of Annex C. We reserve the right to reimbursement in case of unjustified use of the emergency contacts. Disclosure of these contact details to third parties is not permitted.