

Í POSTECERT CERTIFICATI WEB SERVERÍ CONTRACT

ARTICLE 1 È PURPOSE

With this contract, Postecom SpA, with registered office at Viale Europa 175, 00144 Rome, Fiscal Code and VAT no. 05838841004, in its capacity of Public Key Certification Authority (hereinafter called, without distinction, %Postecom SpA+or the %Certifier+), pledges to provide the service called %Postecert Certificati Web Server+to certify the public key belonging to the pair of asymmetrical (private and public) keys generated by the web server in use and owned by the subject requesting the aforesaid certification service for its own domain, at the cost established on the basis of the rates in effect and in observance of the requirements of the Certification Practice Statement (hereinafter %CPS+) published on the site, <http://www.poste.it>, in the Postecert section.

Subordinate to the successful outcome of the entire registration and key generation procedure, as described in the CPS, Postecom SpA pledges to ensure the handling of all administrative aspects relative to the digital web server certificates such as, by way of example, the generation of the certificate and its revocation with consequent publication in the specific revocation list. In addition, Postecom SpA reserves the right to unilaterally modify the CPS, and pledges to immediately notify the Requester, as owner of the domain and web server for which the certificate was requested, through publication on the web site, <http://www.poste.it>, in the Postecert section.

ARTICLE 2 - RESPONSIBILITIES AND OBLIGATIONS OF THE REQUESTER OF THE CERTIFICATE

_____ (indicate the name of the Organisation) with its registered office at _____ (indicate the address) Postal Code _____

City/Town _____ Province _____, fiscal code or VAT no. _____ represented by _____

_____ (indicate the first name and last name of the Organisation's legal representative) (hereinafter, the %Requester+), in its capacity as owner of the domain and the web server for which Postecom SpA issued the certificate in execution of the service, guarantees the truthfulness of all the information provided at the moment of the request for the issuing of the certificate as well as in the registration phases, and pledges to be responsible for all information requested by the Certifier, guaranteeing its correctness and completeness.

The Requester must immediately inform the Certifier of any change of the web server's name and request the revocation of the certificate, and any other change in the information required in this contract. In addition, the Requester assumes liability for the improper use of the certificates and pledges to hold Postecom SpA harmless and indemnify it against any claim or lawsuit by third parties. In particular, the Requester is obligated not to use the certificates in such a way as to create damage or nuisances on the Internet or to third parties and not to violate laws or regulations. In this regard, it is hereby stipulated that the Requester is obligated to adopt all appropriate organisational and technical measures to avoid damage to third parties.

In particular, the Requester must:

1. employ the maximum diligence to protect and preserve the private key and any information regarding the enabling of the private key for use, in order to guarantee its integrity and maximum confidentiality;
2. request the certification for _____ (indicate the number of web servers to which the request refers) web servers in the domain _____ (indicate the Internet domain), a domain that is registered to _____ (indicate the Organisation's name);
3. identify the Organisation Responsible _____ (indicate the first and last name of the Organisation Responsible), as the person who will represent the Organisation before Postecom SpA and who will communicate, in the manner specified in the CPS, for each request, a Server Responsible, who will be the person appointed from time to time to generate the pair of keys and the Certification Signing Request or %CSR+);
4. request, as prescribed by the CPS, the immediate revocation of certificates relative to keys contained in web servers of which it has lost possession, or that prove to be defective, or in the case that the private key is compromised;
5. draft any requests for revocation of the certificate pursuant to the CPS requirements;
6. protect its private key from damage, loss, disclosure, changes or unauthorized use;
7. adopt all appropriate Organisational and technical measures for avoiding damage to others;
8. install the digital certificate issued by Postecom SpA in conformity with the current CPS exclusively on web servers corresponding to the domain indicated in the certificate itself;
9. without affecting the revocation scenarios provided for in the current CPS, notify the Certifier of changes in its contact information and other information necessary for the performance of the service;

10. immediately provide for removal of the certificate whose revocation has been requested from the web server. In any case, the Requester must immediately remove the certificate upon reception of the Certifier's revocation notice;

11. remove the certificate from the web server on the expiration date.

Due to the intrinsic nature of the certification process, the data shown in the certificate may be made public by Postecom SpA; within the framework of the present contract, the Requester explicitly consents to the publication of this data.

Whenever the Requester will have acted in such a way as to compromise the registration process and the relative outcomes shown in the certificate, even through the use of counterfeit documentation, it will be considered liable for all damage deriving to Postecom SpA, and/or third parties, due to the inaccuracy or untruthfulness of the information contained in the certificate, and shall be obligated to indemnify the Certifier and hold it harmless from any requests of compensation for damages.

The Requester is likewise liable for damages deriving to Postecom SpA, and/or third parties, due to any delay in its activation of the procedures required by the current CPS for the revocation of the certificate.

The Requester pledges, likewise, not to violate copyrights, trademarks, patents or other rights deriving from law.

By virtue of the purchase of one or more Postecert Certificati Web Server, the Requester will have the option of inserting the %Bollino Sito Sicuro Postecert+image (hereinafter called the %Bollino Sito Sicuro+) in the web page corresponding to the name of the certified web server and any additional pages, when protected by the same certificate, pursuant to the instructions published in the Postecert section of the site, www.poste.it.

The Bollino Sito Sicuro allows visitors to the site on which a Postecert web server certificate is installed to check, in real-time, the information relative to the status of the web server for which the certificate was requested, as better specified in the Postecert section at the address, www.poste.it.

Together with the web server certificate issued in execution of the service, the Requester may also receive a gif image of the Bollino Sito Sicuro.

By signing this contract, the Requester is not obligated to publish the Bollino Sito Sicuro. The Requester is obligated to scrupulously follow the installation instructions should it decide to publish the Bollino Sito Sicuro.

Should the reference server certificate be revoked or expire, the Requester pledges, in addition to fulfilling the obligations in points 10 and 11 of this article, to remove the Bollino Sito Sicuro at the same time.

Should any of the dispositions of the present article be violated, Postecom SpA shall have the right, under article 1456 of the Italian Civil Code, to cancel this contract by law, except for any action intended for obtaining compensation from the subjects responsible for the violations.

ARTICLE 3 - POSTECOM'S RESPONSIBILITIES AND OBLIGATIONS

As described in detail in the CPS, the Certifier is liable to the Requester for the fulfillment of all obligations deriving from the performance of the activities required by its role as Certifier.

The Certifier is not liable to the Requester or third parties for any damage of any kind deriving from the failure to issue the certificate or the certificate's improper use. In any case, the liability of Postecom SpA towards the Requester or third parties shall be limited to the amount of the certification charge, except in those cases in which article 1229 of the Italian Civil Code does not allow such limitations.

In addition, the Certifier assumes no liability: for the correct operation and security of the machinery, hardware and software used by the Requester of the certificate and its users, for uses of the web server certificate other than those anticipated by the CPS, for the regular operation of Italian and international power and telephone lines, the validity of the certificate, the accuracy, authenticity, reliability, completeness or updating of the information contained in the certificates or, in any case, published in the Certifier's databases, for service outages and/or delays due to the malfunction or blockage of the information system deriving from causes not imputable to Postecom SpA, itself.

In no case shall the Certifier be considered liable to the Requester and/or the other Users for damage involving lost income, loss of business opportunities or savings, loss of interest, loss of administrative efficiency, damage to image or loss of business reputation.

In particular, in the performance of its activities, the Certifier shall:

1. issue the certificate in compliance with the procedures prescribed in the CPS;
2. observe the security measures required by the %Privacy Law,+under DL 196 of 30 June 2003 (that is the Italian law equivalent to the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data) and subsequent modifications and integrations;
3. verify that the Requester of the certificate is the owner and/or legitimate possessor of the domain on which the web server for which certification of the public key is requested, is registered;
4. revoke the certificate in a timely manner when requested by the Requester in the case of the loss of possession of the key reported by the Requester or on its own initiative upon learning of causes limiting the Requester's capacity or pursuant to suspicion of abuses or falsifications;
5. publish the revocation of the certificate in the lists prepared by the Certifier and verifiable on the site, <http://www.poste.it>, Postecert section;
6. preserve registration and certification requests for a period of 2 years from the expiration of the certificate.

The Certifier assumes no other obligations than those required in the present contract and the current CPS.

ARTICLE 4 È PRICE AND INVOICING

Maximum quantities, prices and invoicing procedures concerning Web Server certificates and the relative accessory services provided, have been established in the Agreement Poste Italiane S.p.A. and Postecom S.p.A. and Albanian Poste SH.A. and annex Term and Condition (Albanian Post SH.A. protocol number 2545 21th Dec 2009).

ARTICLE 5 - TERM OF THE CONTRACT AND CANCELLATION OF THE RELATIONSHIP

Certificates issued by Postecom SpA are valid for one year. For their renewal, the Requester can consult the procedures published in the current CPS or on the site, <http://www.poste.it>, Postecert section. This contract is terminated upon the certificate's natural expiration, following its revocation upon the Requester's request or revocation of the certificate at the initiative of Postecom SpA, or in the event that the Requester defaults on its obligations under the CPS and articles 2 and 8 of this contract.

ARTICLE 6 - REVOCATION OF THE CERTIFICATE

Revocation is the operation that voids the certificate as of a given moment. The procedure provides for the insertion of the certificate in a list kept and updated by the Certifier and may be consulted via the Internet (CRL).

Should the certificate be revoked, please refer to the CPS and the information page published on the site <http://www.poste.it>, Postecert section, for the procedures to follow.

ARTICLE 7 - APPLICABLE LAW AND COMPETENT JURISDICTION

The present contract is governed by Italian law. For any disagreement that may arise between the parties in relation to this contract, except where otherwise required by the law in relation to particular categories of users, the Court of Rome shall have exclusive jurisdiction.

ARTICLE 8 È USE OF THE CERTIFICATE

The digital certificate issued on the basis of the CPS may only be used for the purposes prescribed therein. The Requester shall be solely responsible for the use of the digital web server certificate on domains with computer data:

- that conflicts with or violates copyrights, trade secrets, trademarks, patents or other property rights of third parties;
- that have defamatory, libelous or threatening content;
- that contain material that is pornographic or obscene or, in any way contrary to public morals;
- that, in any case, conflict with the dispositions of the applicable law and/or regulations;
- that contain viruses, worms, Trojan horses or, in any case, other characteristics of contamination or destruction.

ARTICLE 9 È REFERENCES

For anything not expressly anticipated here, reference will be made to current law as well as the CPS, published on the site <http://www.poste.it>, Postecert section.

DATE

SIGNATURE

In conformity with articles 1341 and 1342 of the Italian Civil Code, the Requester declares that it specifically approves the following clauses: article 2 (Responsibilities and obligations of the requester of the certificate), article 3, paragraph 2, (Responsibilities and obligations of Postecom SpA - limitation of liability), article 7 (Applicable law and competent jurisdiction), article 8 (Use of the certificate).

DATE

SIGNATURE

The Handling of Personal Information (article 13 of DL 196 of 30 June 2003)

Notice

Dear Requester,

In conformity with DL 196 of 30 June 2003, the Privacy Law, we wish to inform you that the information provided by you or otherwise acquired in the context of activities connected to the service you are accessing will be handled in conformity with the above-mentioned law and the obligations of confidentiality in connection with the activities of Postecom SpA.

Handling of personal information shall be construed as any operation or series of operations performed with or without the aid of computers or, in any case, automated, for the purpose of gathering, recording, organizing, preserving, processing, editing, sorting, extracting, comparing, using, interconnecting, blocking, communicating, publishing, deleting or destroying the information. For handling purposes, the holder of the data you provided is Postecom SpA, in the person of its legal representative (CEO).

The processing managers are the officers figuring on the list available at the offices of Postecom S.p.A., each to the respective extent of their field of responsibility. Your personal information will be handled both manually and using computerized tools and for purposes connected and/or instrumental to the Certification service and, in particular:

1. to make it possible to provide the service in question;
2. for administrative/accounting needs internal to Postecom SpA and related to the service in question, with particular, but not exclusive, reference to accounting audits and invoicing the anticipated amounts. Any refusal to provide the information requested in the preceding form will prevent the formulation and execution of the contents of the service contract or the related legal requirements.

The information will be handled using tools and/or methods suitable for ensuring its confidentiality, integrity and availability, in conformity with the requirements of current law.

The information will be kept at the headquarters of Postecom SpA at Viale Europa 175, 00144 Rome, for the time defined by the CPS.

All web server certificates will be made available for consultation through their publication in the Certificates Registry accessible at the site, <ldap://certificati.postecert.it>.

To ensure the correct performance of all activities connected, or instrumental, to providing the Web Server digital certification service, where necessary, Postecom SpA may communicate your personal information to other companies of the Poste Italiane SpA Group.

We also wish to inform you that you may contact the Holder of the information to exercise the rights referred to in article 7 of DL 196/2003, which we reproduce below for your convenience.

Request for Consent

The handling of personal information for purposes not strictly connected to the service your requested, requires your consent, which you may express by selecting the option to accept or refuse. Your refusal of this type of handling will not prevent the performance of the requested service. In particular, it allows your information to be:

1. used by Postecom SpA for promotional and/or market research purposes or to measure the degree of satisfaction with the service offered:

I accept I refuse

2. communicated by Postecom SpA to subjects in charge of measuring the quality of service provided:

I accept I refuse

3. communicated by Postecom SpA to third parties for promotional and market research initiatives relative to their products or services:

I accept I refuse

This service offering does not require the handling of sensitive information. Sensitive information is that relative, for example, to your state of health, political opinions and religious beliefs (article 4, paragraph 1, letter "d" of DL 196/2003). In the case in which you provide sensitive data (such as membership in political Organisations) for the purposes of providing the service, we ask that you express your consent to the handling of this information:

I accept I refuse

Any refusal to allow the handling of sensitive information will preclude the signing and performance of the contents of the service contract.

Article 7 – Right of access to personal information and other rights

1. The interested party has the right to know whether or not information about him exists, even if not yet recorded, and to receive a copy in intelligible form.

2. The interested party has the right to receive an indication of:

- a) the origin of the personal data;
- b) the purposes and methods of its handling;
- c) the logic applied, in the case of handling by computers;
- d) the contact information for the holder, managers and representative designated under article 5, paragraph 2;
- e) the subjects, or categories of subjects, to whom the personal information may be communicated, or that may be aware of it in their capacity as designated representative in the territory of the state, managers or appointees.

3. The interested party has the right to:

- a) have the information updated, corrected or, when there is an interest, supplemented;
- b) the deletion, anonymous transformation or blockage of data handled in violation of the law, including that which it is not necessary to preserve in relation to the purposes for which the data was gathered or subsequently handled;
- c) certification that the operations in letters "a" and "b" were brought to the attention, also as regards their content, of those to whom the data was communicated or published, except in the case where such fulfillment is impossible or involves a use of means that is obviously disproportionate to the right protected.

4. The interested party has the right to oppose, in whole or in part:

- a) the handling of personal data concerning him, even though pertinent to the purpose for which it was gathered, for legitimate reasons;
- b) the handling of personal information that regards him for the purpose of sending advertising or direct sales material or for market research or commercial communications.

DATE

SIGNATURE