

## Trust Italia S.p.A. OnSites<sup>SM</sup> Agreement

This Trust Italia S.p.A. OnSites<sup>SM</sup> Agreement (“Agreement”) is entered into between Trust Italia S.p.A. (“Trust Italia S.p.A.”), and the entity listed at the bottom of this Agreement (“LRA”, also known as “RA”).

### BACKGROUND

LRA wishes to become a Local Registration Authority within Trust Italia S.p.A.’s Public Certification Services (“PCS”). A Local Registration Authority assists other persons or entities in applying for digital certificates, approving certificate applications, and (where necessary) revoking their certificates. Trust Italia S.p.A. will issue, manage, suspend, revoke, and/or renew certificates in accordance with LRA’s instructions and Trust Italia’s Certification Practice Statement (“CPS”) then currently in effect, published at <https://www.trustitalia.it/cps>.

**1. Definitions.** Unless otherwise noted herein, defined (capitalized) terms in this Agreement shall have the meanings given to them in the then current CPS. “**LRAA Certificate**” means a Class 3 LRAA Certificate as described in CPS Section 2.2.3. “**LRA Requirements**” means the summary of CPS control and security requirements applicable to Local Registration Authorities. “**Erroneous Issuance**” means (a) issuance of a Certificate in a manner not materially in accordance with the procedures required by the CPS, the OnSites<sup>SM</sup> Administrator’s Handbook published at <https://www.trustitalia.it/supporto/guide/archivio/DiventareAmministratoreOnSite.pdf>, or the LRA Requirements; (b) issuance of a Certificate to a Person other than the one named as the Subject of the Certificate; or (c) issuance of a Certificate without the authorization of the Person named as the Subject of such Certificate. “**Impersonation**” means requesting and being issued a Certificate based on false or falsified information relating to naming or identity.

**2. CPS, OnSites<sup>SM</sup> Administrator’s Handbook, and LRA Requirements.** The CPS, the OnSites<sup>SM</sup> Administrator’s Handbook, and the LRA Requirements, as periodically amended, are incorporated herein by reference. Trust Italia S.p.A. shall post notice of any amendments to a web site interface designated for LRA’s use.

### **3. LRA’s Duties as Local Registration Authority.**

**3.1 Appointments.** Trust Italia S.p.A. appoints LRA as a Local Registration Authority pursuant to the CPS. LRA shall appoint one or more authorized LRA employees as Local Registration Authority Administrator(s) (“LRAA”). Specifically, LRA hereby appoints the Person(s) listed below as LRAA(s). Such LRAA(s) shall be entitled to appoint additional LRAAs on LRA’s behalf. Upon approval of the Certificate Application(s) of the LRAA(s), Trust Italia S.p.A. shall issue an LRAA Certificate to each such LRAA.

**3.2 Local Registration Authority Requirements.** LRA shall comply with Local Registration Authority requirements stated in the CPS, the OnSites<sup>SM</sup> Administrator’s Handbook, and the LRA Requirements as periodically amended, including without limitation requirements for validating the information in Certificate Applications, approving or rejecting such Certificate Applications, using hardware and software designated by Trust Italia S.p.A., and revoking Certificates (“Administrator Functions”). Customer acknowledges that the web site interface designated by Trust Italia S.p.A. for Customer’s use to perform Administrator Functions shall be in English. Upon LRA’s approval of a Certificate Application, Trust Italia S.p.A. and its vendors(a) shall be entitled to rely upon the correctness of the information in each such approved Certificate Application, and (b) shall issue a Certificate to the Certificate Applicant submitting such Certificate Application. LRA shall approve a Certificate Application only if the Certificate Applicant is an Affiliated Individual or Affiliated Entity. If a Subscriber that has been issued a Certificate by LRA ceases to be affiliated with LRA as an Affiliated Individual or Affiliated Entity, LRA shall promptly request revocation of such Subscriber’s Certificate. If an LRAA ceases to have the authority to act as LRAA on behalf of LRA, LRA shall promptly request revocation of the LRAA Certificate of such LRAA. LRA shall access Trust Italia S.p.A.’s web site at least once per month, either to request revocation of Certificates or to confirm to Trust Italia S.p.A. that no revocation requests have been submitted to Trust Italia S.p.A. in such month.

**3.3 Manner of Performance.** LRA shall perform the tasks in this Section 3 in a competent, professional, and workmanlike manner.

**3.4 LRA Employee Subscribers.** LRA shall cause Subscribers receiving Certificates hereunder to abide by the terms of the Subscriber Agreement attached to the LRA Requirements.

**4. Service Fees.** LRA shall pay Trust Italia S.p.A. the then current applicable Service Fees corresponding to LRA's selected volume of Certificates. LRA shall pay any and all applicable sales taxes or similar charges.

**5. Confidentiality.**

**5.1 Confidential Information.** "Confidential Information" means any confidential or other proprietary information disclosed by one party to the other under this Agreement, except information that: (a) is public knowledge at the time of disclosure, (b) was known by the receiving party before disclosure by the disclosing party, or becomes public knowledge or otherwise known to the receiving party after such disclosure, other than by breach of a confidentiality obligation, or (c) is independently developed by the receiving party.

**5.2 Protection of Confidential Information.** The receiving party shall (a) not disclose the Confidential Information to any third party, (b) not use the Confidential Information in any fashion except for purposes of performing this Agreement, (c) exercise reasonable care to prevent disclosure, in accordance with the privacy laws such as L. 675/96 as amended and integrated and (d) notify the disclosing party of any unauthorized disclosure or use of the Confidential Information. Upon termination of this Agreement for any reason, each party shall immediately deliver to the other party all copies of the Confidential Information received from such other party. Each party acknowledges that breach of this Section 5 will cause irreparable harm to the disclosing party.

**6. Intellectual Property Rights.** LRA acknowledges that Trust Italia S.p.A., its vendors, and/or its licensors retain all intellectual property rights ("Intellectual Property Rights") in and to the ideas, concepts, techniques, inventions, processes, or works of authorship comprising, embodied in, or practiced in connection with the products or services provided by Trust Italia S.p.A. hereunder, including without limitation the Trust Italia S.p.A.-designated hardware and software supporting such services and the Trust Italia S.p.A. web site interface designated for LRA's use (collectively, the "Service Components"). The Service Components do not include LRA's browser software or LRA's base hardware platform.

**7. Additional Obligations of LRA.**

**7.1 Proprietary Markings and Copyright Notices.** LRA shall not remove or destroy any trademark or copyright notices on any Trust Italia S.p.A. materials or documentation. Neither party shall acquire any rights of any kind in the other party's trademarks, service marks, trade names, or product names.

**7.2 LRA's Warranties.** LRA warrants to Trust Italia S.p.A. that: (a) all information material to the issuance of a certificate and validated by LRA is true and correct in all material respects; (b) without limiting the generality of the foregoing, LRA's approval of Certificate Applications will not result in an Erroneous Issuance, including but not limited to Erroneous Issuance resulting from Impersonation; and (c) LRA has substantially complied with the CPS, the OnSitesM Administrator's Handbook, and the LRA Requirements.

**7.3 Insurance Coverage.** LRA shall, at its own expense, maintain standard errors and omissions insurance in an amount that is commercially reasonable. Upon Trust Italia S.p.A.'s request, LRA shall furnish proof of such insurance to Trust Italia S.p.A.. This Section does not apply to governmental agencies.

**8. Trust Italia S.p.A.'s Limited Warranties.** Trust Italia S.p.A. warrants to LRA that at the time it issues a Certificate hereunder: (a) Trust Italia S.p.A. originated no material misrepresentations of fact in such Certificate, (b) Trust Italia S.p.A. introduced no errors in the information in such Certificate as a result of a failure to exercise reasonable care in creating the Certificate, (c) such Certificate meets all material requirements of the CPS, and (d) Trust Italia S.p.A. has substantially complied with the CPS when issuing such Certificate.

**9. Disclaimer of Warranties and Liability.**

**9.1 LRA'S LIABILITY RELATING TO VALIDATION. LRA SHALL BEAR EXCLUSIVE RESPONSIBILITY, AND LIABILITY TO ANY AND ALL PERSONS, FOR THE VALIDATION OF ALL CERTIFICATE APPLICATIONS THAT IT APPROVES AND FOR THE CONDUCT OF LRAAs. Trust Italia S.p.A.S.p.A. AND ITS VENDORS DISCLAIM ALL SUCH RESPONSIBILITY AND LIABILITY.**

**9.2 “AS IS”. EXCEPT FOR THE LIMITED WARRANTIES CONTAINED IN SECTION 8 AND THE CPS, TRUST ITALIA S.p.A.’S PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO THE SERVICE COMPONENTS, (COLLECTIVELY, THE “PRODUCTS AND/OR SERVICES”) ARE PROVIDED “AS IS” AND TRUST ITALIA S.p.A. MAKES NO WARRANTIES WITH RESPECT TO USEFULNESS, FUNCTIONALITY, OR OPERABILITY. EXCEPT AS PROVIDED UNDER MANDATORY PROVISIONS OF LAW TRUST ITALIA S.p.A. HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**9.3 LIMITATION OF LIABILITY . EXCEPT IN CASE OF WILLFUL MISCONDUCT AND GROSS NEGLIGENCE TRUST ITALIA S.p.A.’S LIABILITY TO ANY AND ALL PERSONS FOR ANY AND ALL CLAIMS, LOSSES, OR DAMAGES RELATING TO, IN WHOLE OR IN PART, THIS AGREEMENT, THE PRODUCTS AND/OR SERVICES, OR OTHERWISE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE SERVICE FEES PAID BY LRA TO TRUST ITALIA S.p.A. UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES EXCEPT FOR CASE OF WILLFUL MISCONDUCT AND GROSS NEGLIGENCE SHALL TRUST ITALIA S.p.A. BE LIABLE FOR SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA, OR LOSS RESULTING FROM BUSINESS INTERRUPTION, 10. Indemnity.** Subject to Section 9.3, each party (the “Indemnifying Party”) shall indemnify the other party and its directors, officers, agents, employees, contractors, vendors, parents, affiliates, or subsidiaries (collectively, the “Indemnified Parties”) and hold the Indemnified Parties harmless from and against any losses, costs, damages, and fees (including attorneys’ fees) incurred by the Indemnified Parties in connection with: (a) any breach by the Indemnifying Party of any warranty or obligation under this Agreement, the CPS, the OnSites<sup>SM</sup> Administrator’s Handbook, or the LRA Requirements; or (b) the Indemnifying Party’s acts or omissions, the use of any product or service provided by the Indemnifying Party, or any other item furnished by the Indemnifying Party to Subscribers (collectively, the “Indemnity Conditions”). LRA, as an Indemnifying Party, shall indemnify the Trust Italia S.p.A. Indemnified Parties and hold them harmless from and against any losses, costs, damages, and fees (including attorneys’ fees) incurred by the Trust Italia S.p.A. Indemnified Parties in connection with any breach of the Subscriber Agreement by a Subscriber receiving a Certificate hereunder. Upon appropriate notice, the Indemnifying Party shall defend, at its expense, any claim brought against one or more of the Indemnified Parties based on or arising out of one or more of the Indemnity Conditions.

**11. Termination.** The term of this Agreement is one (1) year starting on the Effective Date marked below (the “Original Term”). This Agreement shall be renewed for an additional one (1) year term (a “Renewal Term”) upon payment of the then-applicable current Service Fees prior to the expiration of the Original Term or previous Renewal Term. This Agreement may be terminated (a) by either party immediately upon the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings, upon any assignment for the benefit of the other party’s creditors, or upon the other party’s dissolution or ceasing to do business; (b) by Trust Italia S.p.A. immediately and without prior notice in the event of a breach of any of the duties, obligations, terms, or provisions of this Agreement (a “Breach”) by LRA if the Breach may compromise the security of Trust Italia S.p.A.’s Public Certification Services or other system; or (c) in the event of any other Breach by a party, upon thirty (30) days written notice by the non-breaching party and the breaching party’s failure to cure such Breach within the thirty (30) day notice period. This Agreement may be terminated by LRA if Trust Italia S.p.A. amends its CPS, the OnSites<sup>SM</sup> Administrator’s Handbook, or the LRA Requirements, and if the LRA believes in good faith that such amendment materially deprives it of the benefit of this Agreement. The provisions of Sections 4, 5, 6, 7.2, 8, 9, 10, 11, 12, 13, and 14 shall survive termination.

**12. Notices.** Whenever a party desires or is required to give any notice, demand, or request with respect to this Agreement, such communication shall be made either using digitally signed messages consistent with the requirements of the CPS (verifiable by a Trust Italia S.p.A. Class 2 or higher Certificate), or in writing. Electronic communications shall be effective upon the sender’s receiving a valid, digitally

signed acknowledgment of receipt (verifiable by a Trust Italia S.p.A. Class 2 or higher Certificate) from the recipient. Such acknowledgment must be received within three (3) business days, or else written notice must then be communicated. Communications in writing must be delivered by a courier service that confirms delivery in writing or via certified or registered mail, postage prepaid, return receipt requested, addressed to the representative of LRA at the address below or to Trust Italia S.p.A. at 3, Piazzale Bosco 05100 Terni, Italy tel.+39-0744-54591 Fax .+39-0744-433700. LRA shall immediately advise Trust Italia S.p.A. of any legal notice served on LRA that might affect Trust Italia S.p.A..

**13. Independent Relationship.** LRA, the LRAA(s), and LRA's employees, consultants, contractors, and agents are not agents, employees, joint ventures, or joint venturers of Trust Italia S.p.A., and they have no authority to bind Trust Italia S.p.A. by contract or otherwise to any obligation.

**14. Miscellaneous.**

**14.1 Entire Agreement; Amendment; Assignment.** This Agreement, the CPS, the OnSites<sup>SM</sup> Administrator's Handbook, and the LRA Requirements constitute the entire agreement between the parties and supersede all prior and contemporaneous written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment or waiver of any provision of this Agreement shall be effective unless it is in a physical writing signed, or e-mail message digitally signed (verifiable by a Trust Italia S.p.A. Class 2 or higher Certificate), by each party's authorized representative. This Agreement shall be binding upon and inure to the benefit of LRA, Trust Italia S.p.A., and their respective successors and assigns, provided that LRA shall not assign, sublicense, encumber, or otherwise transfer this Agreement or any right or obligation hereunder without Trust Italia S.p.A.'s prior consent. Any such consent by Trust Italia S.p.A. shall be in the form of a communication made pursuant to Section 12.

**14.2 Severability; Enforcement.** The unenforceability of any provision or provisions of this Agreement shall not impair the enforceability of any other part of this Agreement. If any provision of this Agreement shall be deemed invalid or unenforceable, in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render it valid, enforceable, and, insofar as possible, consistent with the original intent of the parties. The remedies under this Agreement shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of this Agreement at a subsequent time.

**14.3 Governing Law; Jurisdiction .** This Agreement shall be governed by the Italian laws. **When one of the indispensable parties to a dispute is Italian resident or organization situated or doing business in Italy**, all suits to enforce any provision of this Agreement or arising in connection with this Agreement or any related business relationship between the parties hereto shall be brought before the court of (MILAN/ROME)] which shall have exclusive in personam jurisdiction.

**14.4 Approval; Authorization.** This Agreement shall not be effective until Trust Italia S.p.A. approves LRA's Local Registration Authority application. LRA warrants and represents that the representative executing this Agreement on its behalf has been duly authorized to do so by LRA.

**ACCEPTED AND AGREED TO:**

LRA: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Voice: \_\_\_\_\_

Fax: \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**LRAA's APPOINTED BY LRA:**

**1. First LRA (required)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Voice: \_\_\_\_\_

Fax: \_\_\_\_\_

**2. Second LRA (optional)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Voice: \_\_\_\_\_

Fax: \_\_\_\_\_

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