

ADDITIONAL CONDITIONS FOR THE PROVISION OF THE SPID AUTHENTICATION SERVICE

1. Value of these Additional Conditions

These additional conditions of contract (hereinafter "**Additional Conditions**") supplement the General Conditions and refer to the SPID authentication aggregation service, provided under the "*Regulation governing the accession to the public system for the management of the digital identity of citizens and businesses (SPID) by aggregator entities*" (hereinafter, the "**Regulation**"), issued by AgID with determination no. 75 of March 2, 2023.

In case of conflict between the General Conditions and these Additional Conditions, the latter shall prevail.

Unless otherwise provided, reference is expressly made to the Prime Minister's Decree of October 24, 2014 (defining the characteristics of SPID), issued pursuant to Article 64, paragraph 2-sexies of Legislative Decree No. 82 of March 7, 2005 ("**CAD**"), the SPID Regulations adopted by AgID, and all other applicable provisions in the matter.

The definitions contained in the General Conditions also apply to these Additional Conditions. Definitions in the CAD and the legislation on the Public Digital Identity System ("SPID") issued by Agenzia per l'Italia Digitale ("**AgID**") also apply. In particular:

- a. "**Aggregators**" means the entities referred to in Article 2, paragraph 2 of the CAD or corporations that, after signing a specific agreement with AgID, propose themselves as providers of a service aimed at facilitating the entry into the SPID system of those service providers (public or private aggregated entities) who choose not to implement the structure necessary for SPID-based authentication of users.
- b. "**Aggregated Entities**" means all public or private entities that use the service provided by an aggregator, according to the technical and administrative methods set by AgID and through specific agreements signed between the aggregator and the aggregated entity and notified to AgID.

Preamble

Namirial (also referred to as the "**Aggregator**"), as a provider of private services or aggregator services delivered online within the SPID system, has signed an Agreement with AgID governing their relationship for all activities necessary for joining and using SPID (hereinafter "**Agreement**").

In implementation of Article 4, paragraphs 2, 3, and 4 of the Prime Minister's Decree of October 24, 2014, AgID issued the following regulations (determination no. 44 of July 28, 2015, amended by determinations no. 189/2016 and 425/2020), all expressly referenced in the Agreement:

- i. Regulation defining the implementation methods for SPID;
- ii. Technical rules regulation;
- iii. Regulation on accreditation and monitoring of digital identity providers;
- iv. Regulation on procedures for using other compatible identification systems to issue SPID identities.

1. Service Object

Pursuant to Article 2(b) of the Agreement, these Additional Conditions cover the provision of private services that allow the Aggregated Entity to make its online services accessible through SPID.

The Aggregator performs authentication on behalf of the Aggregated Entity and acts as an intermediary between AgID and the Aggregated Entity.

2. Specific Obligations and Warranties of Namirial

Namirial undertakes to perform its contractual obligations with professionalism and diligence, complying with all applicable laws and regulations, and in accordance with the Service Levels defined in article 7.

In particular, the Aggregator is responsible for the intake of the issue (welcome phase), followed by Incident Verification and the management of the support request. The Aggregator intervenes in cases of errors related to service access and use, system crashes, authentication procedures, and network issues. The Aggregator's support activity is partly guided by the Identity Providers, who supply a descriptive table of errors along with related solutions, an online FAQ support tool, and a User Manual.

The Aggregator undertakes to act as a technological intermediary between AgID and the Aggregated Entities.

Namirial undertakes to provide AgID with all information required by the Agreement and the Regulation, including the obligation to notify AgID of the list of aggregated entities (company name, VAT number/tax code), and for each of them, their contact details (telephone number, email, and certified email – PEC) for any communications from AgID.

With specific reference to Article 13, paragraph 4, of the Prime Minister's Decree of October 24, 2014, Namirial undertakes to inform Users in a simple and clear manner that the digital identity and any identifying attributes provided for the purpose of accessing services are verified, respectively, by the digital identity providers and the qualified attribute providers, also clearly indicating which identifying attributes, including qualified ones, are required to access the service.

Namirial guarantees:

- a. that it complies with all applicable legislation in force from time to time relating to the Service;
- b. that it holds all necessary authorizations and certifications required to provide the Service, which are freely accessible and downloadable from Namirial's website at <https://www.namirial.com/en/company/certifications/>, and undertakes to maintain them for the entire duration of the Contract.



Namirial S.p.A.

Via Caduti sul Lavoro n. 4, 60019 Senigallia (An) - Italia
amm.namirial@sicurezzaapostale.it | Tel. +39 071 63494
P.IVA, C.F. e iscriz. al Reg. Impr. Ancona N. 02046570426
www.namirial.com



In general, Namirial undertakes to carry out all activities provided for by the Agreement and the Regulation that are not expressly assigned to the Aggregated Entity under the Contract.

3. Specific Obligations of the Aggregated Entity

The Aggregated Entity undertakes to:

1. use the Services in accordance with these Additional Conditions, the General Conditions, and the applicable laws governing the service;
2. cooperate with Namirial according to the agreed terms and comply with the contractual provisions necessary for Namirial to properly provide the service;
3. communicate to the Aggregator and keep up to date the list of qualified online services and the technical information required by AgID to enable access to such services via SPID authentication, assuming full responsibility for fulfilling this informational obligation;
4. communicate to the Aggregator, for each service listed, the list of SPID attributes required for access, ensuring such attributes are relevant and not excessive with respect to the type and functions of the service, in accordance with Article 5 of the GDPR and the principles of data protection by design and by default as per Article 25 of the GDPR. The Aggregated Entity assumes full responsibility for this communication and for compliance with said GDPR provisions;
5. adopt the necessary security level to allow access to its services via SPID authentication;
6. submit to the Aggregator, for onward transmission to AgID, a summary note which, pursuant to Article 6, paragraph 5 of the Prime Minister's Decree of October 24, 2014 and Article 3, paragraph 1, letter b) of the AgID Regulation on implementation procedures, provides justification regarding the security levels adopted and the attributes (identifying, non-identifying, and qualified) requested for each of the services provided, also in accordance with Article 32 of the GDPR. The Aggregated Entity assumes all responsibility for the justifications provided and indemnifies the Aggregator from any resulting penalties;
7. comply with the implementation Regulation and its references regarding the use of SPID identifying graphical elements, including for Service promotion purposes;
8. if the activity is managed directly by the Aggregated Entity, comply with the technical specifications on IdP/SP interfaces and information published on AgID's website, as required by Appendix D of the "*Regulation on the implementation procedures for the realization of SPID*", concerning access to qualified online services and use of SPID's identifying graphical elements;
9. promptly inform the Aggregator, so that it may notify AgID at protocollo@pec.AgID.gov.it via certified email (PEC), of any malfunction or security incident affecting the authentication system, without prejudice to the obligation to notify the Italian Data Protection Authority (Garante), in accordance with data protection laws, and to notify AgID of any personal data breaches involving subjects for whom digital identity verification is requested, and, if applicable, to notify the affected individuals as per Articles 33 and 34 of the GDPR;
10. immediately report any abnormal use of a digital identity to AgID, the digital identity provider that issued it, and the Aggregator;
11. strictly comply with current European and national data protection laws and with the provisions issued by the Data Protection Authority (Garante), with particular reference to the principles in Article 5 of the GDPR, the lawfulness of processing under Article 6, transparent information to data subjects as per Articles 12–14, data subject rights under Articles 15–23, data protection by design and by default (Article 25), proper formalization of data processors (Articles 4(8) and 28), staff training/designation (Articles 29 of the GDPR and 2-quaterdecies of Legislative Decree 196/2003 as amended), maintenance of the processing activities register (Article 30), processing security (Article 32), response to personal data breaches (Articles 33–34), data protection impact assessments and prior consultations (Articles 35–36), designation and involvement of the Data Protection Officer (Articles 37–39) regarding the qualified services provided online and accessible via SPID;
12. assist Users in resolving any issues encountered during the authentication process (first-level help desk), and, if necessary, involve the Aggregator to contact the relevant digital identity provider (technical support by the Aggregator);
13. carry out information and communication activities toward Users in line with the timelines and content defined by AgID and/or communicated by the Aggregator;
14. comply with, adapt to, and implement all acts, measures, notices, or communications published by AgID regarding the SPID system and/or communicated by the Aggregator;
15. provide the Aggregator with the technical information required by AgID to enable the provision of the services;
16. comply with all obligations imposed on the Aggregated Entity by the Agreement and the Regulation governing the participation in the public system for managing digital identities of citizens and businesses (SPID) by aggregators;
17. transmit aggregated data to AgID for statistical purposes and promptly report any service disruptions;
18. notify the Aggregator—so it may inform the Data Protection Authority and AgID—within no more than 12 hours from becoming aware of the event, of any violations or breaches of personal data concerning subjects for whom digital identity verification is requested;
19. promptly inform the Aggregator of any circumstance that could affect the performance of the activities under the Contract.

The Aggregated Entity undertakes to comply with each provision issued by AgID, as communicated directly or through Namirial. In the event of non-compliance, the Aggregated Entity assumes full responsibility for any failures by Namirial before AgID, and the Aggregator reserves the right to terminate the contract pursuant to Article 9.

In compliance with AgID's provisions, including the Agreement, the Aggregated Entity agrees to cooperate with the Aggregator by providing all necessary information and performing the activities required to ensure proper delivery of the service by the Aggregator, indemnifying the latter from any liability and penalties.

If, in the course of its operations, the Aggregated Entity becomes aware of any potential non-compliance with SPID regulations or resulting obligations, it must immediately notify AgID and inform the Aggregator, so that appropriate measures can be taken.

4. Supervision and sanctions by AgID

By joining the SPID system to provide its services, the Aggregator subjects itself to the supervisory activities of AgID, which exercises its supervisory and sanctioning powers in accordance with Articles 14-bis, paragraph 2, letter i), and 32-bis of the CAD, the Prime Minister's Decree (DPCM), the related Supervision and Sanctions Regulation, all other applicable regulations, as well as the provisions of the Contract.

The procedures for supervision and the exercise of sanctioning powers are defined in the aforementioned Regulation, published on AgID's official website. This Regulation governs the procedures for carrying out verification activities related to supervision, and the imposition of sanctions on supervised parties.

As part of its supervisory activity, AgID conducts documentary reviews and/or inspections through its appointed officers, possibly with the collaboration of third parties or authorities delegated by AgID. The Aggregator undertakes to transmit the required data and documents, to allow access to its premises to such persons, and to provide all necessary support for the execution of verification activities.

The supervisory activities mentioned above also extend to the Aggregated Entity, to the extent of its responsibilities.



If AgID issues sanctions against the Aggregator as a result of non-compliance attributable to the Aggregated Entity, such sanctions shall be borne by the latter.

5. Service Levels (SLA)

The Aggregator, with regard to the activities under its responsibility, guarantees compliance with the service levels established by AgID and set forth in Annex 3 of the Agreement, titled *"Quality indicators and service levels of the agreement for the participation of private service providers, individual or aggregators of service providers, in the public system for digital identities – SPID."*

In the event of non-compliance with the Service Levels, Namirial shall:

- i. investigate and promptly communicate to the Aggregated Entity the reasons that led to the breach;
- ii. inform the Aggregated Entity of the status of the actions undertaken to remedy the breach;
- iii. communicate to the Aggregated Entity any other initiative that may be necessary to restore normal operations;
- iv. carry out, at its own expense, the necessary interventions to restore the aforementioned Service Levels.

6. Liability of the Parties

In addition to what is already established in the General Conditions, under these Additional Conditions, the Aggregator is liable for compensation for damages resulting from willful misconduct or negligence in the performance of its activities, towards users, AgID, and third parties. The Aggregator is also liable for damages caused during the performance of its activities due to the loss of required qualifications or failure to comply with directives issued by AgID or stipulated in the Agreement.

Each Aggregator is liable to the Aggregated Entity for any harm directly resulting from its own actions and/or omissions due to willful misconduct or gross negligence, in the performance of its responsibilities in the user authentication process. The defaulting Aggregator shall also be liable for any damage caused to the user.

Any additional or different liability of the Aggregator beyond that set forth in this article is strictly excluded.

Likewise, the Aggregated Entity is liable for compensation for damages resulting from willful misconduct or negligence in the performance of its activities, towards users, AgID, and third parties. The Aggregated Entity is also liable for damages caused during the performance of its activities due to the loss of required qualifications or failure to comply with directives issued by AgID or the Aggregator, or as provided in the Agreement.

The Aggregated Entity is liable to the Aggregator for any harm it may cause, directly resulting from its own actions and/or omissions due to willful misconduct or gross negligence in performing the responsibilities incumbent upon it as set out in the Contract, the Agreement, and the Regulation.

7. Termination of the Agreement

An Aggregator intending to cease its activity must notify the Aggregated Entities of its intention to terminate its role as aggregator at least 60 days in advance. The communication must indicate the timeline and procedures for termination. It must also inform the Aggregated Entity of the need to either refer to another aggregator or to directly join the SPID federation as a Public Service Provider in order to continue delivering online services through SPID authentication.

Any termination of the Agreement entered into between AgID and Namirial, for any reason—including the natural expiration of the Agreement—will also result in the termination of the Service, without Namirial being required to pay the Aggregated Entity any compensation, reimbursement, or indemnity.

In order to allow the Aggregated Entity to comply with the *"Tracking and retention of response documentation"* requirement under Article 29 of the Regulation on the *"Implementation procedures for the realization of SPID"*, in the event of termination or non-renewal of the Contract—possibly resulting from the termination or non-renewal of the Agreement—Namirial shall provide the Aggregated Entity, free of charge and in electronic format, with the necessary information to attribute to each digital identity the operations carried out during the previous twenty-four months.

• Economic conditions

In addition to what is provided in the General Conditions, the private Aggregated Entity is required to reimburse the Aggregator, within the agreed timeframes and methods, for the amounts paid by the Aggregator to the identity providers for the provision of the user authentication service for access to the Aggregated Entity's online services, as governed by Annex 4 of the Agreement (concerning the fees for the SPID authentication service) signed by the Aggregator, unless otherwise agreed between the parties.

• Confidentiality

In addition to what is provided in the General Conditions, it is understood that Namirial, in its capacity as Aggregator, shall provide AgID with the list of Aggregated Entities (company name, VAT number/tax code), and for each of them, their contact details (telephone, email, and certified email – PEC) for any communications from AgID.

8. Transfer of Rights

The Client may not transfer or assign, in whole or in part, to third parties any of the obligations or rights arising from this Contract without the prior written authorization of Namirial.

9. Processing of the personal data

The Parties mutually undertake to comply with all obligations arising from Regulation (EU) 2016/679 as well as any other applicable provisions regarding the processing of personal data.



In this context, Namirial independently manages the processing of personal data arising in the execution of the Service, using the methods it deems most suitable for complying with applicable regulations and the processes underlying the provision of the Service.

The digital identity provider and the aggregated entity act, within the scope of their respective responsibilities, as independent data controllers pursuant to Article 4(7) of the GDPR.

The Aggregator acts, with respect to the aggregated entity, as a data processor pursuant to Articles 4(8) and 28 of the GDPR and undertakes to strictly comply with current European Union and national legislation on personal data protection in the performance of its activities.

The Aggregator processes data relating to criminal convictions and offenses concerning the legal representative, the person responsible for management, or members of the supervisory body of private service providers:

a) in compliance with Article 10 of the GDPR and Articles 2-octies and, where applicable, 2-sexies of Legislative Decree No. 196 of June 30, 2003, as amended (hereinafter the "Privacy Code"):

- on the legal basis established by Article 15, paragraph 1 of the DPCM and by the present Regulation, pursuant to Article 2-octies, paragraphs 1 and 3, letter c) of the Privacy Code;
- under the supervision of AgID, in accordance with Article 4, paragraph 1, letter b) of the DPCM and pursuant to Articles 2-octies, paragraph 5 and 2-sexies, paragraph 1 of the Privacy Code;

b) solely for the purpose of verifying, in relation to individuals holding corporate positions within the aggregated entity, the absence of criminal convictions for offenses committed through IT systems, with a final judgment, in compliance with the principles of purpose limitation, data minimization, and accuracy as per Article 5 of the GDPR;

c) exclusively in pursuit of the public interest objective underlying SPID, aimed at promoting the dissemination of online services and facilitating access to them by citizens and businesses;

d) by adopting appropriate technical and organizational measures to ensure a level of security appropriate to the risk pursuant to Article 32 of the GDPR and to protect the fundamental rights of the data subject, in accordance with the principles of integrity and confidentiality under Article 5(1)(f) and the accountability principle under Article 5(2) of the GDPR;

e) through adequately trained and specifically authorized and appointed personnel pursuant to Article 29 of the GDPR and Article 2-quaterdecies of the Privacy Code and, if third parties are engaged in activities involving personal data processing, by appointing them as data processors pursuant to Article 28 of the GDPR;

f) ensuring that judicial data acquired for the above purposes is not disseminated and is not used under any circumstances for profiling purposes;

g) retaining the acquired judicial data for no longer than necessary to fulfill the processing purposes, in compliance with the storage limitation principle under Article 5(1)(e) of the GDPR.

The Aggregator is required to process personal data relating to authentication purposes based on the agreement with the aggregated entity and may not disclose such data to third parties.