

**AGREEMENT**  
**WITH THE ACCREDITED INTERNET SERVICE PROVIDER**

\_\_\_\_\_, 2009 No. \_\_\_\_\_  
Kaunas

We, "Informacinių technologijų plėtros institutas" (Information Technology Development Institute) of Kaunas University of Technology (legal person's code 111950581), hereinafter – the „**Administrator**“, with the office at Studentų st. 48a in Kaunas, bank account No. LT81 7044 0600 0338 1806 at AB SEB Vilniaus Bankas (bank code 70440), represented by Director Rimantas Šeinauskas, acting on the basis of the Regulation of the Institute, and \_\_\_\_\_, legal person's code \_\_\_\_\_, hereinafter – the „**Accredited ISP**“, with the office at \_\_\_\_\_, bank account No. \_\_\_\_\_ (bank code \_\_\_\_\_), represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, hereinafter collectively referred to as the „**Parties**“, and individually as the „**Party**“, taking into account, that creation of domains within the Internet domain .lt and provision of related services is a sphere of business of the Accredited ISP, have concluded the following agreement:

1. In execution of the present Agreement, the Parties undertake to follow the „Procedural Regulation for the .lt Domain“ (hereinafter - the „**Regulation**“) and principles, requirements and provisions provided therein, including the special provisions applicable to the Accredited ISP. Unless specifically defined in the present Agreement, all concepts used herein shall have the meanings defined in the Regulation.

2. The Accredited ISP shall act as a disclosed intermediary, i.e. shall submit applications and perform other procedures on behalf of his customers. The customer of the Accredited ISP shall be indicated as the Applicant on the application and in the Whois database.

3. The Accredited ISP undertakes:

1) to ensure uninterrupted operation of the Internet site \_\_\_\_\_, designed for servicing his customers and to inform about the procedures executed;

2) to have at least two DNS servers accessible at least 95% of the time during any period of thirty days. At the request of the Accredited ISP, the Administrator shall make his DNS server available for use as the secondary server (if the Accredited ISP uses this option, the primary DNS server shall be respectively configured for downloads);

3) to ensure conformity of the configuration of the DNS servers of the Accredited ISP to Internet self-regulation provisions;

4) to ensure that his authoritative DNS servers would not maintain the recursive requests;

5) to appoint at least two persons responsible for customer service and authorized to perform procedures; to inform the Administrator about replacement of these persons prior to the start of performance of the procedures;

6) to include into agreements concluded with customers concerning establishment of Domains and other related services (hereinafter – “Service Agreements”) provisions corresponding to the Regulation;

7) when concluding Service Agreements, to check customer's data and legal capacity and, if necessary, to require consent of parents or guardians of the customers of limited legal capacity;

8) to provide his customers with a comprehensive information on Domain use conditions;

9) to perform procedures according to instructions of customers and conditions of Service Agreements;

10) to ensure to his customers the opportunity of unrestricted management of Domains created on their initiative, to determine conditions of use, and to select a service provider; for this purpose, to separate Domain creation and extension services from other services provided to customers, i.e. to provide customers with a right to refuse from Domain creation or extension services without prior notice and without refusing from other services provided by the Accredited ISP (content development, implementation, information hosting, etc.);

11) to pay to the Administrator in time following the procedure established in the present Agreement;

12) to inform the Administrator in writing within 7 (seven) days about any changes in his data or sample agreement provided in the present Agreement;

13) to abstain from disrupting operation of the Applications Processing System by sending unreasonably high number of inquiries (i.e. more than 5 per second or 100 000 per day) or by giving to the Applications Processing System erroneous commands, rejected by the error code 2XXX, where X is any digit (RFC 3730);

14) to inform the Administrator about observed disruptions of operation of the Applications Processing System;

15) to perform other duties provided under valid legislation, the present Agreement, its appendices, and the Regulation.

4. The Administrator shall grant to the Accredited ISP a sublicense to use the “.lt Domain Administration Software” software (hereinafter – the „**Applications Processing System**“) for the Agreement validity period. No software other than the Applications Processing System may be used for performance of procedures. The

Accredited ISP shall obtain the sublicense by registering at the Applications Processing System. Connection identifiers to the Applications Processing System shall be assigned to the Accredited ISP, allowing for direct management of customer data and for performance of procedures, except for possibility to initiate a transfer or change of the service provider. The Accredited ISP shall take reasonable measures to keep the Applications Management System identifiers confidential, i.e. prevent them from becoming known to persons, who do not have a right to know them; and, if necessary, to replace the identifiers immediately.

5. The Accredited ISP shall be personally responsible for validity and legality of the procedures executed by him and shall accept the related risks. No claims may be lodged against the Administrator concerning non-performance or undue performance of procedures, where this is the duty of the Accredited ISP (including the case, when violation on the part of the Accredited ISP results in temporary suspension of his right to use the Applications Processing System under the Paragraphs 2-4 of the Section 7).

6. The Administrator undertakes to warrant to the Accredited ISP the possibility to connect to the Applications Processing System and to use the System.

7. The Administrator shall temporary stop access to the Applications Processing System:

1) for the period of necessary technical maintenance works, about which the Administrator must inform the Accredited ISP in advance, and in case of operational disruptions – as soon as possible;

2) without any prior notice, if the Accredited ISP delays discharge of his financial obligations, including the obligation to pay the Advance, for more than 7 (seven) days. In this case the access to the Applications Processing System shall be renewed only after discharge of the relevant financial obligation;

3) without any prior notice, if a real threat to operation of the Applications Processing System arises as a result of the Accredited ISP breaching the obligation indicated in the Subparagraph 13 of the Paragraph 3 of the present Agreement. In such a case, the Accredited ISP shall be allowed to access the Applications Processing System only after he has eliminated the breach (consequences thereof) and informed the Administration about such elimination;

4) if the Accredited ISP violates the present Agreement or the Regulation and fails to eliminate the breach (consequences thereof) within the additional period set. In such a case, till the time of elimination of the breach (consequences thereof), the Accredited ISP shall be allowed to connect to the Applications Processing System or perform only procedures of change of customer data and Domains liquidation.

8. The Parties agree to promote growth in the number of Domains in the .lt domain of the Internet. For this purpose, the Administrator shall have a right to organize short-term special promotions, with a total length of up to 30 (thirty) days per calendar year, during which discounts for creation of Domains of certain categories are given (e.g. discount for creation of IDN Domain names, etc.). The Administrator shall inform the Accredited ISP no later than 30 (days) prior to the beginning of the special promotion and shall publicize the promotion on his Internet site (<http://www.domreg.lt> or any replacing site). The Accredited ISP shall have a right to select independently his marketing means and to determine prices for Domain creation and extension services.

9. After the end of each calendar month, a report of procedures executed by the Accredited ISP within the past month shall be generated in the Applications Processing System within 1 (one) working day. The Accredited ISP must download the Applications Processing System Report within 3 (three) working days after the end of each calendar month, check the Report against his data, and inform the Administrator about any discrepancies found. A failure to provide motivated remarks concerning the Report shall be deemed as complete approval of the Report by the Administrator. If any discrepancies are found, the Report shall be approved to the extent of it matching the Accredited ISP's data, while the discrepancies shall be sorted out by the Parties till the end of the current month (the results shall be documented by an act, the data of which shall be included into the Report for the current month).

10. The approved Report (complete or to the matching extent) shall constitute the basis for the Administrator to issue to the Accredited ISP a VAT invoice for the procedures performed during the past month. Such invoice shall be issued by the 10<sup>th</sup> (tenth) day of each calendar month.

11. Fee rates applicable to Accredited ISP's are announced publicly on the Administrator's website (<http://www.domreg.lt> or any replacing site).

12. Fee rates applicable to Accredited ISP's shall be changed in the manner established by the Regulation.

13. The Accredited ISP must pay to the Administrator the sum indicated in the VAT invoice within 7 (seven) days after the date of reception of the VAT invoice.

14. In case of delay in discharge of financial obligations, including the obligation to pay the Advance, the Accredited ISP shall pay to the Administrator a fine in the amount of 0.02% of overdue sum for each day delayed.

15. In case of violation of payment deadlines, in addition to the debt payment, the Accredited ISP shall pay to the Administrator within 7 (seven) days after reception of the demand from the Administrator a sum of 2000 (two thousand) litas to secure discharge of financial obligations (hereinafter – the “**Advance**”). The Advance shall be used towards current payments under VAT invoices issued by the Administrator every month. The Administrator shall have a right to relieve the Accredited ISP from the obligation to pay the Advance.

16. The Administrator shall not be responsible for any labels used in Domain names, content and use of Domains, as well as for any disruptions in operation of the Applications Processing System caused by the third parties, as well as for consequences of the failure of the Accredited ISP to keep the identifiers confidential.

17. The Agreement comes into effect upon the Accredited ISP registering himself and his customers in the Applications Processing System. *Special Provision applicable to the newly Accredited ISP: The present Agreement shall come into effect, after the Accredited ISP has, inter alia, discharged his obligation to pay the Advance, as provided for by the Paragraph 15.*

18. Upon the present Agreement coming into effect, all previous agreements and understandings between the Parties concerning the subject matter hereof shall become null and void.

19. The Agreement may be amended and/or supplemented following provisions of the Regulation. If any provision of the present Agreement becomes illegal, invalid or unenforceable, this shall not affect validity and enforceability of other provisions of the Agreement.

20. Rights and obligations arising from the present Agreement may not be transferred to any third parties without a prior written consent of the other Party, except for the debt claim right. Upon receiving Administrator's consent, the Accredited ISP may transfer his rights and obligations only to another Accredited ISP, who has a valid agreement with the Administrator.

21. The Agreement shall be terminated and the Accredited ISP shall lose his accreditation (the identifiers, allowing him to connect to the Applications Processing System and to perform other procedures, shall be cancelled):

1) upon termination of the Agreement at the agreement of the Parties;

2) upon unilateral termination of the Agreement by the Accredited ISP, with a 30 (thirty) days written notice thereof given to the Administrator and replacement of the service provider for customer during the notification period;

3) upon unilateral termination of the Agreement by the Administrator without any additional notice, if the Accredited ISP is in material breach of the Agreement or the Regulation, including delay in discharge of financial obligations for more than 30 (thirty) days, insolvency or if a process of restructuring or bankruptcy is initiated with the regard to the Accredited ISP (from the date of the applicable event). The Administrator shall have a right to inform customers of the Accredited ISP about the fact that Accredited ISP is in material breach of the Agreement, by e-mailing or publicly announcing on his website a suggestion to change the service provider;

4) upon unilateral termination of the Agreement by the Administrator, if the Accredited ISP fails to conform to the criteria set forth by the Regulation and does not fulfill the requirements within 30 (thirty) days after receiving a relevant notice from the Administrator;

5) upon liquidation of the Accredited ISP without succession;

6) in other cases provided for under laws.

22. The law of the Republic of Lithuania shall apply to the Agreement. Provisions of the present Agreement shall be construed and executed following principles, requirements, and provisions of the Regulation, the established practice and Internet self-regulation provisions.

23. The Parties agree, that provisions of the present Agreement shall also by analogy apply to Domains of the Accredited ISP.

24. The officials, appointed by the Accredited ISP to be responsible for customer service and authorized to perform procedures:

- The main official: \_\_\_\_\_ (tel. \_\_\_\_\_, fax. \_\_\_\_\_, e-mail address \_\_\_\_\_);

- Deputy official(s): \_\_\_\_\_ (tel. \_\_\_\_\_, fax. \_\_\_\_\_, e-mail address \_\_\_\_\_); \_\_\_\_\_ (tel. \_\_\_\_\_, fax. \_\_\_\_\_, e-mail address \_\_\_\_\_).

Upon a notice given by the Accredited ISP to the Administrator concerning replacement of the responsible official, this part of the Agreement shall be deemed amended from the date of reception of the notice, without additional formalization; in such a case, prior to the beginning of performance of procedures, the Accredited ISP must make relevant changes in identifiers used by the responsible person for accessing the Applications Processing System.

25. The conditions for management and provision of customers' data by the Accredited ISP are set forth in the Appendix to the present Agreement.

26. The Accredited ISP does not gain the right to act in the name of the Administrator or to use the objects of industrial property right belonging to him. The Administrator may place the name (and, upon agreement of the Parties, the trademark or the logo) of the Accredited ISP on his Internet site(s) and to provide links to his Internet site, insofar this is related to provision of Domain creation and extension services.

27. The Parties undertake to solve any disputes concerning interpretation and/or performance of the Agreement in direct negotiation or by written communication. The Parties undertake to take reasonable measures for amicable settlement of any disputes. If the Parties fail to solve the differences in such a manner, the disputes shall be settled in court having jurisdiction over the office of the Administrator.

28. The Agreement is made in 2 (two) copies with equal legal power, one for each of the Parties. The present Amendments of the Agreement shall be effective starting from 1 November, 2009. After signing new Agreement former Agreement terminates.

29. Appendices to the Agreement: No. 1. Conditions of Clients' Data Management and Provision by the Accredited ISP; No. 2. Sample Form of the Service Agreement Between the Accredited ISP and Clients.

***The Parties represent, that they have read the present Agreement, understood the legal conditions arising therefrom, and are signing it as a document representing their will and true intentions:***

On the behalf of the Administrator

On the behalf of the Accredited ISP

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EXAMPLE

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## **CONDITIONS OF CLIENTS' DATA MANAGEMENT AND PROVISION BY THE ACCREDITED ISP**

P2.1. The Accredited ISP shall independently collect, process, manage, use, and store data of his customers.

P2.2. The Accredited ISP shall register himself and his customers in the Applications Processing System providing the following data:

- 1) for himself and for his customers – legal persons:
  - (a) mandatory: name, office address, responsible official, tel. number, and e-mail address;
  - (b) optional: fax number;
- 2) for customers – natural persons:
  - (a) mandatory: name and last name, residential address, tel. number, e-mail address (preferably the alternative one, as provided for under the Subparagraph 2 of the Paragraph P2.4);
  - (b) fax number.

P2.3. A precondition for provision of Domain creation and other related services to natural persons – the Accredited ISP shall hold the customer's consent concerning management, automatic processing, use, and disclosure to the extent and under the conditions provided for in the present Appendix.

P2.4. The Accredited ISP must:

- 1) warn each of his customers – natural persons, concerning possible disclosure of his data as provided for under the Paragraphs P2.6 and P2.7 and to obtain an irrevocable consent for that purpose valid for the period of provision of Domain creation and related services;
- 2) to explain to each of his customers – natural persons and to provide him with opportunity to create and use an e-mail address alternative to the personal e-mail address and created for publication in the Whois data base;
- 3) to make sure, that contact details of all customers were accurate, comprehensive, and up to date;
- 4) to ensure to all customers a possibility to access and to modify their data.

P2.5. The Administrator shall use the data of the Accredited ISP's customers provided in the Applications Processing System only to the extent necessary for management of the Whois database and for control of procedures.

P2.6. Upon entering a Domain name, the following data of the Accredited ISP's customers shall be provided:

- 1) about a customer – legal person: name, office, telephone and fax number(s), person in technical charge of the Domain, e-mail address, technical data;
- 2) about a customer – natural person: e-mail address and data of the Accredited ISP, except for those cases, when the natural person him/herself requires publication of more comprehensive data. All other data available shall be for internal use only and shall not be provided to the third parties, save for the exceptions provided for under laws and in the present Appendix.

P2.7. Data of the Accredited ISP's customer – natural person (usually – name, last name, and residential address) may be disclosed in the following cases:

- 1) at the legitimate request of a competent state authority, if such request is based on violation of a public law;
- 2) at a motivated written request of the third person, if the request is based on the necessity to lodge a claim concerning violation of a private right and, furthermore, there is explicit unconditional undertaking not to use the data obtained for any purposes other than those based on the reason indicated.

P2.8. If the request by the competent state authority or the third party to disclose the Accredited ISP's customer's data is received by the Administrator, the interested party shall be first referred to the Accredited ISP. Back referral shall not be allowed.

P2.9. If the Accredited ISP receives the request by the competent state authority or the third party to disclose data of a customer of another Accredited ISP, the interested party shall be referred to the relevant Accredited ISP, who is providing services for that customer.

P2.10. The Parties shall register themselves as data managers or keepers in the manner provided by legislative acts, and shall take relevant data protection measures.

P2.11. In case of changes in the imperative norms of law, the conditions of data management and provision provided in the present Appendix shall be amended and/or supplemented without formalizing amendment to the Agreement.

P2.12. The Parties agree, that insofar possible, the standing practice of the Internet .eu domain shall be used as an example for data management and use.

On the behalf of the Administrator

On the behalf of the Accredited ISP