

Agreement for Granting Access to the Content of .CZ Zone

CZ.NIC, z.s.p.o.

Registered office: Americká 23, 120 00 Prague 2

IČ (ID No.): 67985726

Represented by Mgr. Ondřej Filip, Association Director

(hereinafter "CZ.NIC" or the "CZ.NIC Association")

on the one side

and

Registered office _____

IČ (ID No.): _____

Represented by: _____

(hereinafter the "User")

on the other side

have hereby concluded the following **Agreement for Granting Access to the Content of .CZ Zone**

1. OPENING PROVISIONS

- 1.1. Whereas in the past, there have been repeated events reported of misused data placed in the .CZ zone for speculative registrations, arising from the generally free accessibility of the .CZ zone, creations of databases of contact persons or DoS attacks against nominal servers of the .CZ domain, the CZ.NIC Association has restricted the access to transfers in the .CZ zones, within all its nominal servers.
- 1.2. This Agreement defines the terms and conditions under which the CZ.NIC Association shall grant access to the content of the .CZ zone to other entities, and the form of handling data acquired through such a granted access. The rules concerning the operation of this service may be reviewed in connection with the implementation of new functionalities in DNS (e.g. DNSSEC). The CZ.NIC Association is authorized to refuse to conclude this Agreement without giving any reasons.

2. SUBJECT MATTER OF AGREEMENT

- 2.1. Pursuant to the terms and conditions set forth, the CZ.NIC Association hereby grants the User an access to the zone files of the .CZ zone (hereinafter the "Service").
- 2.2. Pursuant to this Contract and under the terms and conditions stipulated herein, the User shall have access to the zone files of the .CZ zone.

3. TERMS OF ACCESS AND METHOD OF SERVICE OPERATION

- 3.1. The CZ.NIC Association grants the User access to the zone files at the *zone.nic.cz* server, with the use of AXFR at port 53/TCP, on condition that the User has a shared secret for TSIG allocated on the basis of an IP address.

- 3.2. The CZ.NIC Association reserves the right to restrict the maximum current number of zone transmissions and the maximum period for which a zone may be transferred, in order to ensure maximum efficiency of the Service. The currently valid limits are available at www.nic.cz.
- 3.3. The zone data at the *zone.nic.cz* server are updated with the use of the *bind notify* (RFC 1996).

4. PURPOSE OF USE

- 4.1. The data generated as a result of the zone processing may be used for the creation of search services, unless such services are in any conflict with the protection of the personal data of the persons maintained in the CZ.NIC databases, or the security and functionality of the network services operated by such persons.
- 4.2. The use of the zone for the acquisition of any further information concerning delegated zones requires maximum caution and is respectful of the security and rights of the delegated zones.

5. USER'S RIGHTS AND DUTIES

- 5.1. The User shall be entitled to make use of the Service and data acquired therefore only in a manner described upon the conclusion of the Agreement, which shall be in accordance with the provisions of Article 4 above. The User shall not be authorized to make any changes to or extend the method of use, without a prior written consent of CZ.NIC.
- 5.2. The User shall not be authorized to disseminate the contents of the zone as a whole to any third party or to enable such a third party to get hold of the zone contents as a whole with the use of the User's services.
- 5.3. The data generated as a result of the zone processing may be published only along with a reference to this Agreement and the identification of the CZ.NIC Association as a source.

6. RIGHTS AND DUTIES OF CZ.NIC ASSOCIATION

- 6.1. The CZ.NIC Association is authorized to discontinue the provision of data to the User, provided that the User makes use of such data to operate a Service which is detrimental to any customers of CZ.NIC or the CZ.NIC Association itself, or provided that the User communicates incorrect, confusing or misleading results. The discontinuance shall not exceed a period of 1 month.
- 6.2. The CZ.NIC Association reserves the right to discontinue the provision of the Service for a necessary period of time, whenever there is a suspicion of any data misuse or in case of any other operating necessity.
- 6.3. The CZ.NIC Association is authorized to make use of all available technical methods to discover whether the User is making use of the zone in conflict with this Agreement or in an otherwise unauthorized manner.
- 6.4. The CZ.NIC Association is not responsible for any loss caused by the User to third parties.
- 6.5. The CZ.NIC Association undertakes herein to render the Service according to this Agreement and deliver maximum effort to ensure its functionality; however, neither functionality nor availability of the Service shall be hereby guaranteed. The CZ.NIC Association is not responsible for any loss caused in consequence of the Service failure, incorrect application of data or an error in data processing and interpretation.

- 6.6. The CZ.NIC Association is authorized to make public the conclusion of this Agreement with the User or any subsequent termination hereof. In addition, the CZ.NIC Association shall be authorized to publish the full text of the concluded Agreement.

7. PRICE FOR SERVICE

- 7.1. In consideration of the provision of this Service, the User undertakes herein to pay the price arising from a valid Pricelist, always at the beginning of a twelve-month period. The payment shall be made on the basis of a tax certificated issued by the CZ.NIC Association (with a maturity of 14 days, VAT to be charged according to the valid laws).
- 7.2. Should the User be in any delay concerning the arranged price, the CZ.NIC Association shall be authorized to discontinue the provision of the Service until full settlement of the arranged price.

8. TERMINATION OF AGREEMENT

- 8.1. This Agreement shall become valid and effective upon its signing by the Contracting Parties. Should the Contracting Parties sign this Agreement on different dates, this Agreement shall become valid and effective on the day on which it is signed by the last Contracting Party.
- 8.2. This Agreement is concluded for a period of 12 months. Except for where any of the Contracting Parties notifies the other Party of its intention not to extend this Agreement, not later than 1 month prior to the expiry of the initial period for which the Agreement is concluded, the validity of this Agreement shall be automatically extended by an additional 12 months.
- 8.3. Should the User be in any breach concerning the provisions of this Agreement, the CZ.NIC Association may cancel this Agreement with effect as of the day on which a written notice is delivered to the User.
- 8.4. Both Contracting Parties shall be authorized to cancel this Agreement with a one-month notice period, without giving any reasons, commencing on the day on which a written notice is delivered to the other Contracting Party.
- 8.5. As of the termination of this Agreement, the User shall destroy all data acquired on the basis of this Agreement. At the request of the CZ.NIC Association, the user shall document the fact that all data which belong to the CZ.NIC Association have been duly destroyed.

9. FINAL PROVISIONS

- 9.1. This Agreement and all rights and duties arising from or in connection hereof shall be governed under Czech law, particularly Law No. 513/1991 Coll., as amended by subsequent regulations (Commercial Code).
- 9.2. No amendments hereto shall be effective unless based on a written agreement signed by the Contracting Parties.
- 9.3. This Agreement is executed in duplicate. Each Contracting Party shall have one copy at its disposal.

CZ.NIC, z.s.p.o.

Concluded in Prague, on this day of20..

Concluded in, this day of20..

Mgr. Ondřej Filip
Director

Name
Title

Access Parameters

IP address on User's side:<	
Shared secret:	
Contact person responsible for operation:	
Name:	
Family name:	
Phone:	
E-mail:	
Fax:	
Description of the purpose of use:	

I hereby confirm that the data indicated above are complete and true.

this day of2004

Name

Title