

## The Data Sharing Agreement

This Data Sharing Agreement ("**Agreement**") is related to the master agreement which pertains to tenders involving municipalities and cities or with any third party regarding the purposes defined herein section 4 "The Purposes of Data Sharing and Limitations". This Agreement outlines the terms and conditions under which EmTransit BV ("Disclosing Party ") will share data with Trento Municipality ("Receiving Party"), ensuring compliance with the General Data Protection Regulation (GDPR) and any other local data protection regulation.

In the course of fulfilling the purposes outlined in this Agreement, data sharing will occur and both parties agree to comply with the following provisions regarding any personal data shared, each acting reasonably and in good faith.

### Definitions

**Agreement:** This Data Sharing Agreement.

**Disclosing Party:** The party disclosing data under this Agreement.

**Receiving Party:** The party receiving data under this Agreement.

**Shared Data:** The data shared between the Disclosing Party and the Receiving Party under the terms of this Agreement.

**MDS:** Mobility Data Specification, which includes native vehicle IDs, single vehicle location data, and associated technical data about the vehicle.

**GBFS:** General Bikeshare Feed Specification, which provides real-time operational information about the bikeshare system without user-specific details.

**GDPR:** General Data Protection Regulation, the European Union regulation on data protection and privacy.

**Permitted Recipients:** Authorized personnel who are permitted to process the Shared Data under this Agreement.

**Master Agreement:** The primary contract under which this Data Sharing Agreement is executed, involving tenders with municipalities, cities, or any third parties regarding the purposes defined herein.

**Data Subject:** An individual who is the subject of personal data.

**Personal Data:** Any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Processing:** Any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**Data Controller:** The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

**Supervisory Authority:** An independent public authority which is established by a Member State pursuant to Article 51 of the GDPR.

**Personal Data Breach:** A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

**Legitimate Interest:** A legal basis for processing personal data under the GDPR, where processing is necessary for the purposes of the legitimate interests pursued by the data controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data.

**Public Interest:** A legal basis for processing personal data under the GDPR, where processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller.

**Binding Instrument:** A document or agreement that is legally enforceable, requiring the parties to adhere to its terms and conditions.

**Data Subject Request:** A request made by a data subject to exercise their rights under the GDPR, such as the right to access, rectify, erase, restrict processing, data portability, and object to the processing of their personal data.

**Data Transfer:** The movement of personal data from one location to another, which can occur within or across organizational and geographical boundaries.

## 1. Aim of The Data Sharing Agreement

1.1 The aim of this Data Sharing Agreement is to facilitate and reflect each party's own sphere of liability as independent data controllers and to promote clear roles and responsibilities, data security and confidentiality, data subjects' rights, restriction, and intellectual property rights and other terms throughout the data flow chain. In this sense, Vento mobility srl is autonomy controller of personal data of riders and of general vehicle data, whereas Trento Municipality receives from Vento mobility srl the data related the vehicles, as detailed in the next point 2, and eventually the data of riders exclusively under aggregated and anonymized form.

## 2. Personal Data on MDS and GBFS Data-Set

2.1 Both parties recognize that the Mobility Data Specification (hereinafter "MDS") transmitted by Vento mobility srl ("Disclosing Party ") to Trento Municipality ("Receiving Party") contains just data about the vehicle, such as native vehicle IDs, single vehicle location data, and any data associated therewith (including technical data about the vehicle) MDS transmitted by Vento mobility srl ("Disclosing Party ") to Trento Municipality ("Receiving Party") does not contain any specific information about who uses a shared vehicle. Trento Municipality will receive only data related to the vehicles, their route, duration of the trip, miles/km done, location, status. Such data do not refer, in any case, to personal information about users. It is forbidden, and therefore excluded, the communication to Trento Municipality of any personal data related to riders as natural persons, such as name, contact information, payment information, trip history and so on; those will be eventually transmitted exclusively in aggregated and anonymized form.

**2.2** Furthermore, the General Bikeshare Feed Specification (hereinafter "GBFS") does not constitute personal data as it focuses on providing real-time operational information about the bikeshare system without any user-specific details, provided that irreversible IDs are implemented within the dataset.

### **3. Legal Basis of Data Sharing Under the GDPR**

**3.1** The Disclosing Party will store and process MDS and any other related data sets that contain personal data as necessary to provide their mobility services pursuant to their own terms and conditions. It may also share the same data for purposes that reasonably fall within the scope of the legitimate interest as a legal basis, provided that a proper balance with data subjects' interests and fundamental rights and freedoms is ensured.

**3.2** The Disclosing Party also relies on the "public interest" legal basis when sharing MDS data with municipalities or public/private entities vested with official authority in the fields of mobility or transport management.

### **4. Purposes of Data Sharing and Limitations**

**4.1 Assessing Usage and Impact:** Evaluating the use and impact of e-scooters for managing, planning, and optimizing transport and mobility services within the Recipient's territory. This includes enforcing transport and mobility regulations and policies such as parking zones, no-parking areas, and slow-speed areas.

**4.2 Urban Planning and Policy Optimization:** Setting up, planning, deploying, enforcing, and optimizing urban plans and policies, security policies, development and mobility policies, real estate projects, and public services distribution.

**4.3 Resource Distribution Management:** Planning, managing, and optimizing resource distribution within the Beneficiary's territory, especially infrastructure such as parking, cycling lanes, and street networks.

**4.4 Public Information:** Providing a real-time map of available vehicles to the public.

**Limitations:** The Disclosing Party grants the Receiving Party a non-exclusive, non-transferable, revocable license to use the Shared Data for the purposes listed above and subject to the terms of this Agreement.

The Shared Data is provided subject to the Receiving Party ensuring that at all times it: **(a)** Shall use the Shared Data only to the extent necessary for the purposes listed above in accordance with this Agreement and in all respects in accordance with applicable regulations. **(b)** Shall not extract, re-utilize, use, exploit, redistribute, disseminate, copy, or store the Shared Data other than for the purposes listed above. **(c)** Shall not combine the Shared Data with any other information in any form where such combination may result in the actual or potential, direct or indirect identification of natural persons. **(d)** Shall not use the Shared Data for any commercial or financial benefit without obtaining the Disclosing Party's prior written authorization and agreeing to commercial terms for such use. **(e)** Shall not disclose fully or partly Shared Data to any third parties that the Disclosing Party reasonably regards as its competitors. **(f)** Shall not sell or lease Shared Data or parts thereof. **(g)** Shall promptly (and in any event within 20 Business Days) on request provide the Disclosing Party with all information necessary to demonstrate its compliance with this Agreement.

## 5. Intellectual Property

5.1 The Receiving Party acknowledges that: (a) All Intellectual Property Rights in the Shared Data are the property of the Disclosing Party; and (b) It shall have no rights in or to the Shared Data other than the right to use them in accordance with the express terms of this Agreement.

## 6. Data Security and Technical and Organizational Measures

6.1 Both the Receiving Party and the Disclosing Party shall at all times:

(a) **Maintain Appropriate Measures:** Implement and maintain appropriate technical and organizational measures for the protection of the security, confidentiality, and integrity of the Shared Data. These measures should protect against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss, alteration, damage, unauthorized disclosure of, or access to, the Shared Data.

(b) **Confidentiality:** Treat the Shared Data as confidential information and disclose it solely to Permitted Recipients.

(c) **Monitoring and Compliance:** Regularly monitor compliance with these measures to ensure ongoing protection and security of the Shared Data.

(d) **Processing by Authorized Personnel:** Ensure that the Processing of the Shared Data is limited to authorized personnel who: (i) Need to process it in accordance with this Agreement; (ii) Are reliable and adequately trained on compliance with all Data Protection Laws and this Agreement; and (iii) Are subject to (and comply with) a binding written contractual obligation to keep the Shared Data confidential.

(e) **No Material Decrease in Security:** Ensure that there will be no material decrease in the overall security measures during the term of this Agreement.

## 7. Data Subject Rights

7.1 Each party shall handle Data Subject Requests about the Shared Data independently, in accordance with their respective obligations under Data Protection Law. However, if a party receives a Data Subject request that involves Shared Data, the receiving party shall promptly inform the other party and consult in advance regarding the response, promptly complying with the other party's reasonable instructions, if any, in unusual circumstances.

7.2 Each party shall promptly cooperate with and provide reasonable assistance, information, and records to the other party to assist with their respective compliance with Data Protection Law.

## 8. Personal Data Breaches

8.1 Each party shall promptly notify the other party if it suspects or becomes aware of any actual or threatened occurrence of any Personal Data Breach in respect of any Shared Data. Each party shall promptly provide all such assistance and information as the other party requires to report any actual or suspected Personal Data Breach to a relevant Supervisory Authority and to notify affected Data Subjects where required by Data Protection Law.

8.2 The obligations under this clause shall be performed at the party's own expense, except to the extent that the circumstances giving rise to such obligation arose out of any breach by the other party of its obligations under this Agreement.

## 9. Data Format and Accuracy

9.1 The Disclosing Party will share the data set format and degree of accuracy as far as technically feasible according to the master agreement or as requested under a binding instrument. This includes detailing what data will be shared, in what formats, and with what degree of accuracy and availability.

## 10. Data Retention

10.1 Unless any applicable regulation states otherwise, the Receiving Party shall:

(a) **Limit Processing Duration:** Process each part of the Shared Data only for as long as there is a legitimate purpose to retain it, in compliance with this Agreement and Data Protection Law.

(b) **Data Destruction:** Confidentially, irreversibly, and securely destroy or dispose of all Shared Data (and all copies) in its possession or control immediately upon the termination of the legitimate purpose or as required by applicable regulations.

## 11. Indemnity

11.1 If the Receiving Party breaches the terms and conditions of this Agreement, the Receiving Party shall be liable for:

(a) **Direct Losses:** Any and all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, and demands (calculated on a full indemnity basis and whether or not arising from any investigation by, or imposed by, a Supervisory Authority) that arise solely from the Receiving Party's breach of its obligations under this Agreement.

(b) **Third-Party Payments:** All amounts paid or payable by the Disclosing Party to a third party that would not have been paid or payable if the Receiving Party's breach of this Agreement had not occurred.

## 12. Liability

12.1 **Shared Data Disclaimer:** The Receiving Party acknowledges that the Shared Data is provided on an 'as is' basis and that the Receiving Party may not hold the Disclosing Party liable for the disclosure or the quality of the Shared Data.

12.2 **Limitation of Liability:** In no event shall the Receiving Party be liable to the Disclosing Party or any third party for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages.

12.3 **Delivery Dates:** Any dates quoted for delivery of the Shared Data are approximate only, and the time of delivery is not of the essence.

## 13. Termination

13.1 **Termination by Notice:** Any Party may terminate this Agreement by giving one (1) month written notice to the other Party.

13.2 **Termination for Breach:** Without affecting any other right or remedy available to either party, either the Disclosing Party or the Receiving Party may terminate this Agreement immediately with written notice to the other party if the other party commits a material or persistent breach of this Agreement which the breaching party fails to remedy (if remediable) within fourteen (14) days after the service of written notice requiring the breaching party to do so.

**13.3 Effects of Termination:** Upon termination for any reason: (a) All rights granted to the Receiving Party under this Agreement shall cease; (b) The Receiving Party must cease all activities authorized by this Agreement; and (c) The Receiving Party must immediately delete or remove the Shared Data from all computer equipment in its possession and immediately destroy or return to the Disclosing Party (at the Disclosing Party's option) all copies of the Shared Data then in its possession, custody, or control and, in the case of destruction, certify to the Disclosing Party that it has done so.

## **14. Survival**

**14.1** The provisions of this Agreement shall survive the termination of the Master Agreement and shall continue to apply for as long as the Shared Data is within the control or possession of the Receiving Party unless otherwise the Receiving Party demonstrates deletion and destruction of Shared Data.

## **15. Force Majeure**

**15.1** The Disclosing Party shall not be in breach of this Agreement nor liable for delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure results from events, circumstances, or causes beyond its reasonable control.

## **16. Assignment**

**16.1** Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any of its rights and obligations under this Agreement.

## **17. Entire Agreement**

**17.1** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

**17.2** Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement.

## **18. Variation**

**18.1** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

## **19. Severance**

**19.1** If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

**19.2** If any provision or part-provision of this Agreement is deemed deleted under clause 19.1, the parties shall negotiate in good faith to agree on a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **20. No Partnership or Agency**

**20.1** Nothing in this Agreement is intended to or shall be deemed to establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.

20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **21. Third Party Rights**

**21.1** A person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

**21.2** The rights of the parties to terminate, rescind, or agree on any variation, waiver, or settlement under this Agreement are not subject to the consent of any other person.

## **22. Governing Law and Jurisdiction**

**22.1** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Italy.

**22.2** Each party irrevocably agrees that the courts of Italy shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## **23. Electronic Copy and Signatures**

**23.1** A signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy for all purposes. Each Party agrees that this Agreement may be electronically signed, and that any electronic signatures appearing on it are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

## **24. Signatures**

The parties' authorized signatories have duly executed this Agreement:

Trento Municipality  
For and on behalf of Receiving Party  
Date: