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SET I: MODEL CONTRACTUAL TERMS

for contracts on data access and use between data holders and users of connected products and related services

1. Parties and Product/Related Service

1.1 Parties to the contract

This contract on the access to and use of data is made

between

Riello S.p.a. - Via Ing Pilade Riello, 7 - 37045 Legnago (VR) – Italy (“**Data Holder**”)

and

you, as a natural or legal person that owns a connected product or to whom temporary rights to use that connected product have been contractually transferred, or that receives related services (“**User**”)

referred to below collectively as “**the Parties**” and individually as “**the Party**”.

1.2 Product/Related Service

This contract is made with regard to:

- (a) any connected product(s) (the “**Product**”) provided by the Data Holder, as identified in the data access request form (the “**Form**”);
- (b) any related service(s) (the “**Related Service(s)**”) to the Product, such as any app, software or interface which generates or digitize user’s actions or events related to the Product.

The User declares that they are either the owner of the Product or contractually entitled to use the Product under a rent, lease or similar contract and/or to receive the Related Service(s) under a service contract.

The User commits to provide upon duly substantiated request to the Data Holder any relevant documentation to support these declarations, where necessary.

2. Data covered by the Contract

The data covered by this contract (the “**Data**”) consist of any readily available Product Data or Related Service(s) Data within the meaning of the Data Act.

The Data consists of the Data listed in the Form, that the Data Holder will provide, whether feasible, with a description of the type or nature, estimated volume, collection frequency, storage location and duration of retention of the Data.

If, during this contract, new data are made available to the User, the Form will be amended accordingly.

3. Data use and sharing by the Data Holder

3.1 Agreed use of non-personal Data by the Data Holder

- (a) The Data Holder undertakes to use the Data that are non-personal Data only for the purposes agreed with the User as follows: performing any agreement with the User or activities related to such agreement (e.g. issuing invoices, generating and providing reports or analysis, financial projections, impact assessments, calculating staff benefit);
- (b) providing support, warranty, guarantee or similar services or to assess User's, Data Holder's or third party's claims (e.g. regarding malfunctions of the Product) related to the Product or Related Service;
- (c) monitoring and maintaining the functioning, safety and security of the Product or Related Service and ensuring quality control;
- (d) improving the functioning of any product or related service offered by the Data Holder;
- (e) developing new products or services, including artificial intelligence (AI) solutions, by the Data Holder, by third parties acting on behalf of the Data Holder (i.e. where the Data Holder decides which tasks will be entrusted to such parties and benefits therefrom), in collaboration with other parties or through special purpose companies (such as joint ventures);
- (f) aggregating these Data with other data or creating derived data, for any lawful purpose, including with the aim of selling or otherwise making available such aggregated or derived data to third parties, provided such data do not allow specific data transmitted to the Data Holder from the connected product to be identified or allow a third party to derive those data from the dataset.

3.1.2 The Data Holder undertakes not to use the Data to derive insights about the economic situation, assets and production methods of the User, or about the use of the Product or Related Service by the User in any other manner that could undermine the commercial position of the User on the markets in which the User is active.

3.2 Sharing of non-personal data with third parties and use of processing services

3.2.1 The Data Holder may share with third parties the Data and which is non-personal data, if:

(a) the Data is used by the third party exclusively for the following purposes:

- i) assisting the Data Holder in achieving the purposes permitted under clause 3.1.1;
- ii) achieving, in collaboration with the Data Holder or through special purpose companies, the purposes permitted under clause 3.1.1;

and

(b) the Data Holder contractually binds the third party to apply organizational and technical measures which protect the Data in a way which is substantially equivalent to the protection afforded by this contract.

- 3.2.2 The Data Holder may always use processing services, e.g. cloud computing services (including infrastructure as a service, platform as a service and software as a service), hosting services, or similar services to achieve the agreed purposes under clause 3.1. The third parties may also use such services to achieve the agreed purposes under clause 3.2.1 (a).

3.3 Use and Sharing of Personal Data by the Data Holder

The Data Holder may use, share with third parties or otherwise process any Data that is personal data, under a legal basis provided for and under the conditions permitted under Regulation (EU) 2016/679 (GDPR) and, where relevant, Directive 2002/58/EC (Directive on privacy and electronic communications).

3.4 Protection measures taken by the Data Holder

- 3.4.1 The Data Holder undertakes to apply the protective measures for the Data that are reasonable in the circumstances, considering the state of science and technology, potential harm suffered by the User as a result of Data loss or disclosure of Data to unauthorized third parties and the costs associated with the protective measures.
- 3.4.2 The Data Holder may also apply other appropriate technical protection measures to prevent unauthorized access to Data and to ensure compliance with this contract.
- 3.4.3 The User agrees not to alter or remove such technical protection measures unless agreed by the Data Holder in advance and in writing.

4. Data access by the User upon request

4.1 Obligation to make data available

- 4.1.1 The Data, together with the relevant metadata necessary to interpret and use those Data will be made accessible to the User by the Data Holder within a reasonable time, at the request of the User or a party acting on their behalf. The request can be made using the Form made available by the Data Holder here enclosed.
- 4.1.2 The Data Holder shall make the Data which is personal data available to the User, when the User is not the data subject, only when there is a valid legal basis for making personal data available under Article 6 of Regulation (EU) 2016/679 (GDPR) and only, where relevant, the conditions set out in Article 9 of that Regulation and of Article 5(3) of Directive 2002/58/EC (Directive on privacy and electronic communications) are met.

In that respect, when the User is not the data subject, the User must indicate to the Data Holder, in each request presented under the previous clause, the legal basis for processing under Article 6 of Regulation (EU) 2016/679 (and, where relevant, the applicable derogation under Article 9 of that Regulation and Article 5(3) of Directive (EU) 2002/58) upon which the making available of personal data is requested.

4.2 Data characteristics and access arrangements

- 4.2.1 The Data Holder will endeavor to make the Data available to the User, free of charge for the User, with at least the same quality as it becomes available to the Data Holder, and in any case in a comprehensive, structured, commonly used and machine-readable format as well as the

relevant metadata necessary to interpret and use those Data. The Data Holder will endeavor to specify the Data characteristics and inform the User of these specifications in the data request access form.

- 4.2.2 The Data Holder and User may use the services of a third party (including a third-party providing Data Intermediation Services as defined by Article 2 of Regulation (EU) 2022/868) to allow the exercise of the User's rights under clause 4.1 of this contract. Such third party will not be considered a Data Recipient under the Data Act, unless they process the Data for its own business purposes. The party requiring the use of such a third party must notify the other party in advance.
- 4.2.3 The User may receive access to the Data easily and securely in accordance with the modality selected in the Form.
- 4.2.4 The Data Holder will provide to the User, at no additional cost, the means and information strictly necessary for accessing the Data in accordance with article 4 of the Data Act.

This includes, in particular, the provision of information readily available to the Data Holder regarding the origin of the Data and any rights which third parties might have with regard to the Data, such as rights of data subjects arising under Regulation (EU) 2016/679 (GDPR), or facts that may give rise to such rights.

4.3 Feedback loops

If the User identifies an incident related to clause 2 on the Data covered by the Contract, to the requirements of clauses 4.2.1 or 4.2.3 or of the data request access form on the Data quality and access arrangements and if the User notifies the Data Holder with a detailed description of the incident, the Data Holder and the User must cooperate in good faith to identify the reason of the incident. If the incident was caused by a failure of the Data Holder to comply with their obligations, they must remedy the breach within a reasonable period of time.

4.4 Unilateral changes by the Data Holder

The Data Holder may, in good faith, unilaterally change the specifications of the Data or the access arrangements stated in the data request access form, if this is objectively justified by the general conduct of business of the Data Holder– for example by a technical modification due to an immediate security vulnerability in the line of the products or related services or a change in the Data Holder's infrastructure.

The Data Holder must in this case give notice of the change to the User without undue delay after deciding on the change. Where the change may negatively affect Data access and use by the User more than just to a small extent, the Data Holder must give notice to the User at least 15 days before the change takes effect.

A shorter notice period may only suffice where such notice would be impossible or unreasonable in the circumstances, such as where immediate changes are required because of a security vulnerability that has just been detected.

4.5 Information on the User's access

The Data Holder undertakes not to keep any information on the User's access to the requested

data beyond what is necessary for:

- (a) the sound execution of (i) the User's access request and (ii) this contract;
- (b) the security and maintenance of the data infrastructure; and
- (c) compliance with legal obligations on the Data Holder to keep such information.

5. Data use by the User

5.1 Permissible use and sharing of data

The User may use the Data made available by the Data Holder upon their request for any lawful purpose and/or share the Data freely subject to the limitations below.

5.2 Unauthorised use and sharing of data

6.1.1 The User undertakes not to engage in the following:

- (a) use the Data to develop a connected product that competes with the Product, nor share the Data with a third party with that intent;
- (b) use such Data to derive insights about the economic situation, assets and production methods of the manufacturer or, where applicable the Data Holder;
- (c) use coercive means to obtain access to Data or, for that purpose, abuse gaps in the Data Holder's technical infrastructure which is designed to protect the Data;
- (d) share the Data with a third-party considered as a gatekeeper under article 3 of Regulation (EU) 2022/1925;
- (e) use the Data they receive for any purposes that infringe EU law or applicable national law.

6. Sharing data at the User's request with a Data Recipient

6.1 Making Data Available to a Data Recipient

Furthermore the User commits to not use the Data in any way that could undermine security requirements for the Product, resulting in a serious adverse effect on the health, safety or security of natural persons, of the Data Holder or any other third party. Data sharing upon the User's request with a Data Recipient

7.1 Making Data available to a Data Recipient

7.1.1 The Data, together with the relevant metadata necessary to interpret and use those Data, must be made available to a Data Recipient by the Data Holder, free of charge for the User, upon request presented by the User or a party acting on its behalf. The request can be made using the Form here enclosed.

7.1.2 The Data Holder shall make the Data which is personal data available to a third party following a request of the User, when the User is not the data subject, only when there is a valid legal

basis for making personal data available under Article 6 of Regulation (EU) 2016/679 (GDPR) and only, where relevant, the conditions set out in Article 9 of that Regulation and of Article 5(3) of Directive 2002/58/EC (Directive on privacy and electronic communications) are met.

In that respect, when the User is not the data subject, the User must indicate to the Data Holder, in each request presented under the previous clause, the legal basis for processing under Article 6 of Regulation (EU) 2016/679 (and, where relevant, the applicable derogation under Article 9 of that Regulation and Article 5(3) of Directive (EU) 2002/58) upon which the making available of personal data is requested.

- 7.1.3 The Data Holder must make the Data available to a Data Recipient with at least the same quality as they become available to the Data Holder, and in any case in a comprehensive, structured, commonly used and machine-readable format, easily and securely.
- 7.1.4 Where the User submits such a request, the Data Holder will agree with the Data Recipient the arrangements for making the Data available under fair, reasonable and non-discriminatory terms and in a transparent manner.
- 7.1.5 The User acknowledges that a request under clause 7.1 cannot benefit a third party considered as a gatekeeper under Article 3 of Regulation (EU) 2022/1925 and cannot be made in the context of the testing of new connected products, substances or processes that are not yet placed on the market.

7.2 Transfer of use and multiple users

7.2.1 Transfer of use

- 7.1.1 Where the User contractually transfers (i) ownership of the Product, or (ii) their temporary rights to use the Product, and/or (ii) their rights to receive Related Services to a subsequent natural or legal person (“**Subsequent User**”) and loses the status of a user after the transfer to a Subsequent User, the Parties undertake to comply with the requirements set out in this clause.
- 7.1.2 The User must:
 - (a) use their best efforts to assign to the Subsequent User, as of the transfer date, their rights and obligations as a user and the Data Holder agrees hereby in advance to such assignment;
 - (b) without undue delay notify the Data Holder of the transfer and the identity of the Subsequent User and provide the Data Holder with a copy of the assignment; if absent an assignment under point (a), the User must without undue delay notify the Data Holder of the refusal, in which case the Data Holder may not use the Subsequent User’s Data or make them available to third parties under clause 3.

The rights of the Data Holder to use Product Data or Related Services Data generated prior to the transfer will not be affected by a transfer i.e. the rights and obligations relating to the Data transferred under the Contract before the transfer will continue after the transfer.

7.3 Multiple users

- 7.3.1 Where the Initial User grants a right to use of the Product and/or Related Service(s) to another party (“**Additional User**”) while retaining their quality as a user, the Parties undertake to

comply with the requirements set out in this clause.

7.3.2 The User must:

- (a) include in the Contract between the User and the Additional User, as of the transfer date, on behalf of the Data Holder, provisions substantially reflecting the content of this contract and in particular clause 3 on the use and sharing of the Product and/or Related Service Data by the Data Holder (“**Flow Down Provisions**”);
- (b) act as a first contact point for the Additional User if the Additional User makes a request under Articles 4 or 5 of the Data Act or a claim regarding the use or making available of the Data by the Data Holder under this contract. The Data Holder should be notified of any request or claim in that regard without undue delay and the Parties must collaborate to address any request or claim.

7.4 Liability of the Initial User

If the User’s failure to comply with their obligations under clauses 8.1 or 8.2 leads to the use and sharing of Product or Related Services Data by the Data Holder in the absence of a contract with the Subsequent or Additional User, the User will indemnify the Data Holder and hold them harmless in respect of any claims by the Subsequent or Additional User towards the Data Holder for the use of the Data after the transfer.

8 Date of application and duration of the Contract and Termination

8.1 Date of application and duration

- 8.1.1 This Contract takes effect from the date the Data Holder accepts the requests submitted by the User via the Form here enclosed.
- 8.1.2 The Contract is concluded for a fixed term of 1 (one) year, unless it expires or is terminated in accordance with clauses 8.2 and 9.2.

8.2 Termination

Irrespective of the contract period agreed under clause 8.1.2, this contract terminates:

- (a) upon the destruction of the Product or permanent discontinuation of the Related Service, or when the Product or Related Service is otherwise put out of service or loses its capacity to generate the Data in an irreversible manner; or
- (b) upon the User losing ownership of the Product or when the User’s rights with regard to the Product under a rental, lease or similar agreement or the user’s rights with regard to the related service come to an end; or
- (c) when both Parties so agree, with or without replacing this contract by a new contract.

Points (b) and (c) shall be without prejudice to the contract remaining in force between the Data Holder and any Subsequent or Additional User.

8.3 Effects of expiry and termination

- 8.3.1 Expiry of the contract period or termination of this Contract releases both Parties from their obligation to effect and to receive future performance but does not affect the rights and liabilities that have accrued up to the time of termination.

Expiry or termination does not affect any provision in this Contract which is to operate even after the contract has come to an end, in particular clause 10.1 on confidentiality, clause 10.3 on applicable law and clause 10.6 on dispute resolution, which remain in full force and effect.

- 8.3.2 The termination or expiry of the Contract will have the following effects:

- (a) the Data Holder shall immediately cease to retrieve the Data generated or recorded as of the date of termination or expiry;
- (b) the Data Holder remains entitled to use and share the Data generated or recorded before the date of termination or expiry as specified in this Contract.

9 Remedies for breach of contract

9.1 Cases of non-performance

- 9.1.1 A non-performance of an obligation by a Party is fundamental to this Contract if:

- (a) strict compliance with the obligation is of the essence of this Contract, in particular because non-compliance would cause significant harm to the other Party, the User or other protected third parties; or
- (b) the non-performance substantially deprives the aggrieved Party of what it was entitled to expect under this Contract, unless the other Party did not foresee and could not reasonably have foreseen that result.

- 9.1.2 A Party's non-performance is excused if it proves that it is due to an impediment beyond its control and that it could not reasonably have been expected to take the impediment into account at the time of the conclusion of this Contract, or to have avoided or overcome the impediment or its consequences.

Where the impediment is only temporary the excuse has effect for the period during which the impediment exists. However, if the delay amounts to a fundamental non-performance, the other Party may treat it as such.

The non-performing Party must ensure that notice of the impediment and of its effect on its ability to perform is received by the other Party within a reasonable time after the non-performing Party knew or ought to have known of these circumstances. The other Party is entitled to damages for any loss resulting from the non-receipt of such notice.

9.2 Remedies

- 9.2.1 In the case of a non-performance by a Party, the aggrieved Party shall have the remedies listed in the following clauses, without prejudice to any other remedies available under applicable law.

- 9.2.2 Remedies which are not incompatible may be cumulated.

9.2.3 A Party may not resort to any of the remedies to the extent that its own act or state of affairs caused the other Party's non-performance, such as where a shortcoming in its own data infrastructure did not allow the other Party to duly perform its obligations. A Party may also not rely on a claim for damages for loss suffered to the extent that it could have reduced the loss by taking reasonable steps.

- (a) Each party can: request that the non-performing Party comply, without undue delay, with its obligations under this Contract, unless it would be unlawful or impossible or specific performance would cause the non-performing Party unreasonable effort or expense;
- (b) Request that the non-performing Party erases Data accessed or used in violation of this Contract and any copies thereof;
- (c) claim damages for pecuniary damages caused to the aggrieved Party by the non-performance which is not excused under clause 9.1.2. The non-performing Party is liable only for damages which it foresaw or could reasonably have foreseen at the time of conclusion of this Contract as a likely result of its non-performance, unless the non-performance was intentional or grossly negligent.
- (i) The Data Holder can also suspend the sharing of Data with the User until the User complies with their obligations, by giving a duly substantiated notice to the User without undue delay if the non-performance of User's obligations is fundamental;

9.2.4 The User can also:

- (a) suspend the permission given to the Data Holder under clauses 3 or the limitations made under clause 7, until the Data Holder complies with their obligations, unless this would foreseeably cause a detriment to the Data Holder that is obviously disproportionate in the light of the seriousness of the non-performance;
- (b) withdraw the permission given to the Data Holder under clauses 3, by giving notice to the Data Holder, if:
 - (i) the Data Holder's non-performance is fundamental; or
 - (ii) in the case of non-performance which is not fundamental, the user has given a notice fixing a reasonable period of time to remedy the breach and the period has lapsed without the Data Holder remedying the breach. If the period stated is too short, the User may nevertheless terminate the Contract, but only after a reasonable period from the time of the notice.

10 General Provision

10.1 Confidentiality

10.1.1 The following information will be considered confidential information:

- (a) information referring to the trade secrets, financial situation or any other aspect of the

operations of the other party, unless the other Party has made this information public;

- (b) information referring to the User and any other protected third party, unless they have already made this information public;
- (c) information referring to the performance of this Contract and any disputes or other irregularities arising in the course of its performance.

10.1.2 Both Parties agree to take all reasonable measures to store securely and keep in full confidence the information referred to in clause 10.1.1. and not to disclose or make such information available to any third party unless one of the Parties

- (a) is under a legal obligation to disclose or make available the relevant information; or
- (b) has to disclose or make the relevant information available in order to fulfil its obligations under this Contract, and the other Party or the third party providing the confidential information or affected by its disclosure can reasonably be considered to have accepted this; or
- (c) has obtained the prior written consent of the other Party or the party providing the confidential information or affected by its disclosure.

10.1.3 These confidentiality obligations remain applicable after the termination of the Contract for a period of 12 months.

10.1.4 These confidentiality obligations do not remove any more stringent obligations under (i) the Regulation (EU) 2016/679 (GDPR), (ii) the provisions implementing Directive 2002/58/EC or Directive (EU) 2016/943, or (iii) any other Union or Member State law (iv) (if applicable) clause 5 of this Contract.

10.2 Means of communication

Any notification or other communication required by this Contract must be in writing and may be delivered by hand, sent by prepaid post, or transmitted by electronic means, including email, provided that the sender retains proof of sending to the addresses indicated in the Form.

10.3 Applicable law

This Contract is governed by the laws of Italy.

10.4 Entire Contract, modifications and severability

10.4.1 This Contract (together with its appendices and any other documents referred to in this Contract) constitutes the entire Contract between the Parties with respect to the subject matter of this Contract and supersedes all prior contracts or agreements and understandings of the Parties, oral and written, with respect to the subject matter of this Contract.

10.4.2 Any modification of this Contract shall be valid only if agreed to in writing, including in any electronic form that, in line with good commercial practices, is considered as fulfilling the requirements of a written document.

- 10.4.3 If any provision of this Contract is found to be void, invalid, voidable or unenforceable for whatever reason, and if this provision is severable from the remaining terms of the contract, these remaining provisions shall be unaffected by this and will continue to be valid and enforceable. Any resulting gaps or ambiguities in this Contract shall be dealt with according to clause 10.5

10.5 Interpretation

- 10.5.1 This Contract is concluded by the Parties against the background of the Parties' rights and obligations under the Data Act. Any provision in this Contract must be interpreted so as to comply with the Data Act and other EU law or national legislation adopted in accordance with EU law as well as any applicable national law that is compatible with EU law and cannot be derogated from by agreement.
- 10.5.2 If any gap or ambiguity in this Contract cannot be resolved in the way referred to by clause 11.5.1, this Contract shall be interpreted in the light of the rules of interpretation provided for by the applicable law (see clause 11.3) and, in any case, according to the principle of good faith and fair dealing.

10.6 Dispute settlement

- 10.6.1 The Parties agree to use their best efforts to resolve disputes amicably.
- 10.6.2 For any dispute that cannot be settled in accordance with clause 11.6.1, the courts of Italy will, to the extent legally possible, have exclusive jurisdiction to hear the case.

