



Malpensa Smart City Ecosystem

Terms and Conditions for use of the Ecosystem

PREAMBLE

Following the signing, in December 2013, of the Protocol aimed at the creation of an IT platform enabling efficient communication and the transfer of data necessary for the handling of air cargo at Malpensa Airport, Regione Lombardia, SEA S.p.A. (Società per Azioni Esercizi Aeroportuali – “**SEA**”), ANAMA (National Association of Air Freight Agents), and Assohandlers (Airport Handlers Association) (hereinafter referred to as the “**Promoters**”), initiated a series of actions and investments for the realization of the 'Smart Cargo City' platform (hereinafter referred to as the “**Ecosystem**”). As of 2023, SEA has relaunched with determination the development, dissemination, and promotion of the Ecosystem, introducing the mandatory use thereof for all operators intending to ship cargo from Milan Malpensa Airport, effective from 1 January 2024. This obligation has been formally integrated into the **Airport Regulations**, approved by ENAC (Italian Civil Aviation Authority). This document sets forth and governs the Terms and Conditions for both adherence to and the use of the Ecosystem during the operational phase and is addressed to all air cargo operators involved in the cargo handling process at Milan Malpensa Airport.

DEFINITIONS

Adherent(s): economic operator, company, public or private entity, adhering to the Ecosystem according to specific conditions of adherence and through the execution of the Adherence Form.

Services: data, information, and other functionalities, other than applications, made available to the Adherents of the Ecosystem.

Promoters: Regione Lombardia, ANAMA, ASSOHANDLERS, and SEA.

Operational Signatories: SEA, ANAMA, and ASSOHANDLERS.

Platform Technology Manager: SEA.

Steering Committee: the body responsible for overall governance of the initiative from a strategic perspective and for promoting the development and dissemination of the Ecosystem in terms of the adherence of new entities and the publication of an increasing number of services and applications. The body is composed of one representative of the Operational Signatories and any third parties.

Enrollment documentation:

- Membership Form
- Terms and Conditions for the use of the Ecosystem

1) ECOSYSTEM OPERATION

1.a) Operating logic and technological components of the Ecosystem

- The Ecosystem is based on the creation of a community of service providers or applications designed to enhance the efficiency of cargo services offered at Malpensa Airport. It provides users with a logically unique point of access to digital information describing the cargo supply chain at Malpensa.
- For its operation, certain participating operators make available specific services, while other stakeholders within the supply chain integrate with such services by developing their own applications, thereby enabling their use.
- The Smart City of Goods Ecosystem is integrated within the Airport Information Systems of Malpensa Airport and supports airport cargo operators by making available application services for the sharing of data relating to the various stages of air cargo transport based at the airport.



- The Smart City of Goods Ecosystem may be used exclusively for the transmission and management of operational information. No commercial information (e.g., applicable tariffs, payment terms, etc.) or contractual information (e.g., shipper, consignee, etc.) agreed upon between the operators using the system or between such operators and third parties involved in the supply chain is either required or managed within the Ecosystem.
- Participants in the Ecosystem are required to act in good faith and to use the platform exclusively for entering information necessary to improve process efficiency, in line with the objectives of the Ecosystem.

1.b) System and core services development

- The definition of the application functions and services to be made available through the Ecosystem is the responsibility of the *Steering Committee*, which communicates to the *Platform Manager* the requirements arising from the users.
- The operating rules are established by the *Steering Committee* according to transparent and non-discriminatory procedures, in order to safeguard the proper functioning of the market.
- The operating rules may be amended by the *Steering Committee*. Such amendments shall be communicated to the Participants of the Ecosystem through the contact details provided by them, within a reasonable period of time sufficient to allow the necessary technical and procedural adjustments.
- In any event, such amendments shall be published on the Ecosystem's [website](#) in a manner that is easily and immediately visible.
- The *Platform Manager* develops and manages the technological "core" of the Ecosystem, to which all Participants connect in order to use the services, either through integration components developed by each Participant or through the portal enabling the manual entry of data.

1.c) Management of the technological system

- The core of the Ecosystem is managed within the Airport Data Centre of the *Platform Manager* and is subject to all security procedures and operating rules applicable to airport IT systems supporting operations (user profile controls, prevention of unauthorized access, firewall protection, etc.).

2) THE TECHNOLOGICAL SYSTEM: CONNECTION METHODS AND DATA MANAGED

2.a) Technical methods of system connection

- The Ecosystem may be accessed through one of the following transmission channels:
 - Web-Services (HTTPS = HTTP over Secure Socket Layer).
 - Portale (HTTPS).
- In order to access the system through any channel, the user must log in with the username and password provided at the time of enrollment.

2.b) Data retention and tracking

- Each creation or modification of information managed by the Ecosystem is recorded and stored in a historical database. The track record of each individual data item includes the following information:
 - The type of status change (e.g., created, updated, deleted).
 - The date and time of the change.
 - The operator and user who carried out the status change.



- The transmission channel used to perform the change.
- The historical database retains data for a period of twenty-four months from the date of entry into the system and enables the history of a specific data item within the Ecosystem to be analyzed.
- In any event, the Ecosystem does NOT replace the archives and databases that each user is required to maintain for legal, commercial, or administrative purposes.

3] ENROLLMENT IN THE SYSTEM

3.a] Conditions for enrollment

- The Ecosystem must be joined by economic operators within the air cargo community (Freight Forwarders, Customs Brokers or Customs Assistance Desks, Off-Airport Handlers, and Cargo Handlers) operating directly or indirectly at Malpensa Airport.
- In order to use the Ecosystem, operators must enroll in the initiative by signing the enrollment form in accordance with the procedures set out in the following paragraph.
- Enrollment in and use of the Ecosystem is free of charge.

3.b] Enrollment requests

- Economic operators falling within the categories indicated in point 3.a), whether associated with one of the trade associations promoting the initiative (Assohandlers and ANAMA) or not associated with, nor represented by, any trade association, must submit enrollment requests directly to the *Platform Manager*, which shall activate the account and the necessary authorizations.
- Requests must be accompanied by documentation proving the applicant's entitlement to access the system (documentation demonstrating that the Participant is an economic operator in the air cargo sector within the categories listed) and, where applicable, references from Ecosystem Participants on whose behalf the applicants may be authorized to operate.
- The enrollment request must specify the list of services to be used and the method of connection to be employed.
- The execution of the enrollment request entails the Participant's express acceptance of the conditions and provisions set out in the *Enrollment Documentation*.
- Such documentation, in addition to being available on the Ecosystem's website, may in any case be requested from the *Platform Manager*.

3.c] Withdrawal from the system and account cancellation

- Operators who have enrolled in the Ecosystem may withdraw at any time and request the deactivation of their account by addressing the request to the same entity to which the enrollment request was originally submitted. Withdrawal is not subject to evaluation, takes immediate effect, entails the deactivation of the account from the system, the revocation of the assigned credentials, and the deletion of the data transmitted.
- The *Steering Committee* may, at its sole discretion, request the *Platform Manager* to block an operator's account where the requirements for enrollment are no longer met, or in the event of conduct that undermines or endangers the proper functioning of the Ecosystem. The cancellation must be communicated to the operator concerned and entails the revocation of the authorizations and credentials by the *Platform Manager*. An operator whose account has been cancelled may, once again meeting the required conditions, request reactivation.

4] SYSTEM USE: USERS AND DELEGATIONS

4.a] User profiles and system access credentials



- Access security is ensured through a user ID and password.
- User IDs and passwords are assigned by SEA at the time of system registration and may be modified by the respective holders in accordance with the rules specified in the user manuals of the specific applications and in compliance with existing data security and privacy regulations.
- Password characteristics (e.g., length and composition), management (e.g., validity period and assignment/modification procedures), and user access verification (e.g., automatic deactivation after a predefined period of inactivity, disabling after several failed login attempts) ensure the highest security standards in managing the use of the Ecosystem by authorized users. Password definition and management rules are provided in the user manuals of the specific applications.
- Each Participant is authorized to access one or more of the functions and services supported by the Ecosystem. Access rights are associated with the credentials provided for system login.
- Each Participant using the “Web Service” connection method may create and manage internal users, granting them authorization to use the functions and services to which they have access.
- Accounts provided for Portal use are individual and not shared.

4.b) Delegations for data entry during the information upload process in the Ecosystem [applicable to the Export process of the Ecosystem]

- Each operator enrolled in the Ecosystem may enter into the system only the data for which they are authorized and may not access or use information/data not associated with their profile.
- Each operator may delegate other operators to enter specific information within the cargo processing workflow when certain operations (customs, security, or transportation checks) are entrusted to them. For example, a customs forwarder handling a specific shipment may add an MRN code to a particular AWB only based on prior authorization notified to the Ecosystem.
- Delegated operators must also be enrolled in the Ecosystem in accordance with the procedures described in Section 3.
- Delegation may occur only for a subset of functionalities to which both the delegator and the delegatee have access rights. For example, a customs forwarder cannot be delegated to enter security data, whereas a regulated agent may be.
- Delegation between operators performing the same role is not permitted. For example, a customs forwarder cannot delegate another customs forwarder to act on their behalf.
- It is the exclusive responsibility of each operator to activate delegations for functions and services to which other operators must be authorized. There are two types of delegation:
 - *Default Delegation*: allows the delegate to operate on all entities of the delegator within their remit. The delegator may designate one or more subjects as default delegates for a certain activity and assumes full responsibility for any conflicts among them.
 - *Dynamic Delegation*: allows the delegator, for a specific entity and activity, to explicitly designate one or more subjects as delegates, assuming full responsibility for any conflicts among them.
- Only on-airport cargo handlers can access all data related to shipments addressed to them without delegation.



- Off-airport handlers and freight forwarders may only enter data related to the waybills under their responsibility and may access all data associated with those waybills in the system. No operator may access data entered by a “competitor” within the same category.
- User profiling and control mechanisms ensure data segregation so that each authorized operator (the data holder or their delegate) can access only the information for which authorization has been registered, in accordance with the rules set out in this paragraph.
- For example, to guarantee the confidentiality of information entered into the platform, each AWB/HAWB is associated with:
 - The “agent code” that generated it and may manage it exclusively with the contribution of any delegated operators.
 - The GHA code that may consult and take charge of it.
- No other operator not explicitly delegated/authorized may access the data.
- Additionally, to further safeguard access to data and information by authorized subjects only, an IP filtering function may be activated (accessible from the Portal by administrators of each company), indicating the IP addresses (or ranges) from which it is possible to connect to the Ecosystem to enter or consult data within their remit. When IP filtering is active, the Ecosystem does not process requests for data entry or consultation from other IPs for that company.
- The Ecosystem verifies that each delegation request complies with the requirements set out in the enrollment rules.
- All authorizations and delegations are recorded and stored in the system.

5] TERMINI E CONDIZIONI PER L'UTILIZZO DEL SISTEMA TERMS AND CONDITIONS FOR USE OF THE SYSTEM

5.a) Legal Value of Information Managed by the Ecosystem

- The data transmitted to the Ecosystem shall be deemed equivalent to an electronic document created, stored, and transmitted via telematic means. Such data shall have the same legal validity as the corresponding paper document and shall be considered directly usable by the relevant parties for the purposes of the goods management process for which they were uploaded to the system.
- Each participating operator undertakes to enter into the Ecosystem the data relating to the services they have declared to use and assumes full and exclusive responsibility for such data entry.
- The accuracy and completeness of the data are the sole responsibility of the operator who entered or modified them. These operations are identifiable through the data tracking records provided by the technological platform.
- The Ecosystem does not perform any transformation, modification, or manipulation of the data entered by users, but merely stores and makes them available in accordance with the specifications defined by the *Steering Committee* and as set forth in these Terms and Conditions of Use.
- Each participating operator using the data entered into the Ecosystem assumes full responsibility for its use.
- Therefore, neither the Ecosystem nor the Manager of the technological platform shall be held liable for any inaccuracies, omissions, or failures in data entry.
- All data used within the Ecosystem are made available solely for operational purposes and do not replace or take precedence over official or formally valid data.
- Each participating operator remains responsible for the data they have entered into the Ecosystem, which are made available to users solely for the purposes defined for the specific services and do not take precedence over the data used by operators in the context of their commercial relationships.

5.b) Data Confidentiality and Privacy



- *Participants* undertake to adopt all necessary measures to ensure the protection of the information and/or data made available through the Ecosystem and, in particular, to use the data and/or information received exclusively for the purposes permitted under these Terms of Use.
- *Participants* specifically undertake to ensure confidentiality of the information and/or data received and, in particular:
 - not to disclose, transfer, or otherwise communicate the content of such information to third parties for any reason or at any time.
 - to limit access to the content of the information to only those personnel strictly necessary, ensuring that each individual is previously and adequately informed of the confidentiality obligations set forth in these Terms of Use.
- Each *Participant* shall promptly inform the Manager of the technological platform in the event that they are required, by order of a competent Authority, to disclose data or information obtained through the use of the Ecosystem.
- The confidentiality obligation shall remain in effect for a period of 24 months from the date of withdrawal from the Ecosystem or cessation of its use.

5.c) Disclaimer of Liability

- The *Manager of the technological platform* does not provide any warranty to participants regarding the quality of the data made available by other participants within the Ecosystem.
- The *Participant* assumes full and exclusive responsibility for the quality of their own data and shall hold the *Manager of the platform* harmless from any and all liability and from any damages arising to the Participant, other participants, or third parties due to the data provided or entered into the Ecosystem.
- The *Participant* expressly acknowledges that no claim may be made against SEA for any losses or damages suffered by the *Participant* as a result of changes made to their systems for interfacing with the Ecosystem, or due to any temporary or permanent interruption in the transmission of data to the Ecosystem platform and/or in the provision of related services.
- The *Manager of the technological platform* shall be exempt from any liability or claims for damages in the event of service suspension due to causes not attributable to SEA and/or due to force majeure of any kind.
- No claim may be made against SEA in the event of service interruptions due to technical anomalies of the platform. In such cases, SEA shall promptly inform all *Participants* of the duration of the interruption and the expected recovery time, where possible. In such circumstances, specific contingency procedures shall be activated by the *Participants* to ensure the regular management of goods flows through the use of paper documentation.

5.d) Liability - Indemnification

- The *Manager of the technological platform* shall exercise reasonable skill and due care to ensure the platform is available and operates efficiently, continuously, and regularly. To this end, a rapid response structure has been established for resolving technical issues (hardware and software), with response times comparable to those of high-criticality airport ICT systems. Notwithstanding the foregoing, the *Manager* does not guarantee uninterrupted access to the platform or the continuity of the Services provided.
- The *Manager of the technological platform* cannot guarantee with absolute certainty that temporary or prolonged service interruptions will not occur, regardless of whether such interruptions are attributable to the *Manager*.
- Therefore, *Participants* acknowledge that SEA shall not, under any circumstances, be held liable - except in cases of willful misconduct or gross negligence - for any direct or indirect damages suffered by *Participants* or third parties:



- due to the use, delayed use, or inability to use any of the Services.
 - due to any interruption of any of the Services.
 - due to alteration of transmissions or Customer data, including, without limitation, any economic loss suffered by the Customer due to loss of profit, use, data, or other intangible assets.
 - due to deletion, alteration, failure to store, send, or receive transmissions or data obtained through the Services.
- *Participants* agree to indemnify and hold harmless the *Manager* of the technological platform from any harm, damage, compensation, or expense incurred as a result of claims, complaints, demands, or actions brought by third parties against the *Manager* in connection with, arising from, or related to the services provided through the Ecosystem.

5.e) Intellectual and Industrial Property

- The *Participant* warrants that they hold full ownership of all intellectual and industrial property rights or usage rights, including any software licenses, related to the services and data shared within the Ecosystem.
- Any developments made by the *Participant* to access the Ecosystem services shall remain the exclusive property of the *Participant*, in accordance with applicable laws.
- The *Participant* undertakes to indemnify the *Manager of the technological platform* against any damage or claim brought by third parties for infringement of any intellectual or industrial property rights held by such third parties.
- In the event of any claim raised by third parties or other *Participants* regarding infringement of their intellectual or industrial property rights related to software components or managed information, the *Participant* shall promptly inform the *Manager of the technological platform* and the *Steering Committee*.
- All intellectual and industrial property rights related to the core components of the Ecosystem are and shall remain the property of the *Manager of the technological platform* (SEA).

5.f) Use of the Ecosystem's Branding by Participants and the Platform Manager

- *Participants* and their suppliers who have developed technological components for integration with the Ecosystem are entitled to use the Ecosystem's logo, subject to the following conditions:
 - the logo may be used solely by the *Participant* and their direct supplier, and not by any third parties involved in the development of services or applications.
 - when displaying the logo, the *Participant* must also publish a link to the Ecosystem's website.
 - the logo may not be used for purposes unrelated to the Ecosystem.
- The *Participant* hereby grants the *Steering Committee* the right to use its trademark for communication and promotional purposes related to the Ecosystem. Accordingly, the *Participant* declares and warrants that it holds all rights to exploit said trademark and, by accepting these Terms and Conditions of Use, authorizes the *Steering Committee* to use it within the Ecosystem and for related communication and promotional activities.

6. GOVERNING LAW AND JURISDICTION

These Terms and Conditions of Use shall be governed by and construed in accordance with Italian law.

Any dispute arising in connection with the interpretation and/or execution of these Terms and Conditions of Use shall be subject to the exclusive jurisdiction of the Court of Milan.



7. PRIVACY

7.1 In managing the Ecosystem, and in compliance with Regulation (EU) 2016/679 concerning the protection of natural persons with regard to the processing of personal data and the free movement of such data (GDPR), as well as with applicable Italian legislation, SEA, as Data Controller, shall collect and process the personal data of participating operators and of their designated representatives and points of contact. SEA's Privacy Policy is available on the institutional website at www.milanomalpensacargo.com.

Any participating operator that provides SEA with the personal data of third-party representatives or contacts for registration on the Platform shall ensure that the above-mentioned Privacy Policy is brought to the attention of the relevant data subjects.