

eRFP (Electronic Request For Proposal) Challenge-Specific Agreement

Please Read This Carefully! You are agreeing to a Challenge-Specific Solver Agreement for this particular RFP Challenge only. Enel S.p.A., acting as the Seeker for this Challenge, has required that you accept these special terms, so please take the time to understand them.

Please note that this RFP challenge is managed by Enel S.p.A (also "Open Innovability" and "the Seeker").

"If you click "I agree" and proceed to the openinnovability.com platform for this Challenge, this Challenge-Specific Agreement ("CSA") will be a valid and binding agreement for all purposes relating to this Challenge and in addition to your agreement to abide by the [Terms of Use](#) when you registered as a Solver." Please print and keep a copy of this CSA. No provisions you have agreed to that are specific to any other individual Challenge will apply.

1. **Proposed Solutions.** As a Solver you may submit to Open Innovability a proposed solution (your "Proposed Solution") to the RFP Challenge posted on the Website by the Seeker. In addition, by submitting your Proposed Solution(s) you agree to provide additional information concerning your Proposed Solution to the Seeker, if requested. **BY SUBMITTING A PROPOSED SOLUTION YOU REPRESENT THAT THE PROPOSED SOLUTION DOES NOT CONTAIN AND WILL NOT BE DEEMED TO CONTAIN ANY CONFIDENTIAL INFORMATION OF ANY KIND WHATSOEVER.** Solvers with Proposed Solutions that are highly responsive to the terms of the RFP Challenge Statement may be selected and contacted by the Seeker for next steps.

2. **Acceptance of Proposed Solutions.** Solver acknowledges and agrees that the Seeker and Open Innovability are not responsible for and have no liability for selection of a winning solver, if any. Solver further agrees to hold Open Innovability and the Seeker legally harmless in regard to selection of a winning solver, if any. Solver agrees to hold the Seeker and Enel S.p.A Open Innovability legally harmless for any advice they may provide as to the quality or suitability of submitted solutions and agrees to waive any claim against Enel (Open Innovability) and the Seeker for Solver's failure to win an award. The meeting of the requirements of the RFP Challenge Statement does not mean that you will be contacted by a Seeker.

At the time you send any Proposed Solution, in whole or in part, to Open Innovability, and whether or not your Proposed Solution is selected by the Seeker, the Proposed Solution and associated materials (if any) will not be returned. Seeker, its affiliates, licensees, successors and assigns are in no way obligated to use or continue to use your Proposed Solution (and have no obligation to you or any other person or entity after your Proposed Solution is received) and will use your Proposed Solution only for the purpose of the Challenge.

Please also be aware that your Proposed Solution does not create a confidential relationship or obligation of secrecy between you and any of the entities involved in this Challenge.

You recognize that other persons, including other Solvers, may have provided Seeker or others, or made public, or may in the future submit, or make public, materials that are the same or similar to your Proposed Solution. You acknowledge and agree that Seeker shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from Seeker's use of such materials.

By submitting a Proposed Solution, you understand, recognize and accept that Seeker has access to, may create or has created independently materials and ideas which may be similar or identical to the Proposed Solution in concept, theme, idea, format or other respects.

All intellectual property rights, if any, in the idea or concept demonstrated by the Proposed Solution will remain with the Solver. By submitting a proposed solution to this challenge the Solver agrees to grant to the Seeker and to Open Innovability the right to use the Proposed Solution and all the materials and ideas only for the purpose of the Challenge.

3. Representations and Warranties. You represent and warrant that:

- all information provided by you regarding yourself and, if applicable, your business ("Solver Information") is true, accurate, current, and complete information and you will maintain and update the Solver Information to keep it true, accurate, current and complete;
- if you are an individual representing a business or other entity, you are authorized to enter into this Agreement on behalf of that business or entity;
- unless otherwise disclosed in the Proposed Solution, you are the owner of the Proposed Solution and the information contained in the Proposed Solution does not infringe or violate any patent, copyright, trade secret, trademark or other third-party intellectual property right and no other person or entity other than you has any right, title or interest in any part of your Proposed Solution;
- no person or entity other than you has any right, title or interest in any part of your Proposed Solution;
- No person who was engaged by you to work on the Proposed Solution in any manner has any claims for payment of any kind, including, without limitation, for royalties, has any approval or consultation rights or any rights of participation arising out of any use, exhibition or other exploitation of the Proposed Solution;
- You have the ability to provide the services, materials, or other requirements as set forth in the Proposed Solution in compliance with applicable laws.

4. General conditions: You should not register with multiple e-mail and/or street addresses. In the event of a dispute as to any Proposed Solution, the authorized account holder of the email address used to enter will be deemed to be the person who submitted the Proposed Solution. The authorized "account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

Participation is conditioned on providing the data required on the online registration form. Personal data will be processed in accordance with Enel (Open Innovability) Privacy Policy which can be located at <https://openinnovability.enel.com/privacy/>.

When the User/Entity accesses Open Innovability and submits a solution, ENEL Spa and other ENEL Group companies that consider the solution interesting or to be better investigated, become the independent Data Controller of the processing of all the information provided by the User/Entity. Enel will transfer only Personal Data necessary to perform the contract or necessary for pre-contractual measures to allow you to participate to the Challenge.

Solvers should direct any request to access, update, or correct information to Open Innovability. The Seeker is not responsible for human error, theft, destruction, or damage to Proposed Solutions, or other factors beyond its reasonable control.

5. Eligibility. The challenge can be applied only from:

- Company (e.g startup or SME) with female entrepreneur/founder and/or CEO and/or C Level manager;
- Technology or solution at commercial level, ready to be tested and, possibly, applied to Enel's businesses;
- Legal ownership of the proposed solution.

6. Intellectual property rights

6.1 For the purpose of these Regulations, “Intellectual Property Rights” also abbreviated “IPRs” means rights in, to and under:

- i. inventions, patents, patent applications and statutory invention registrations;
- ii. know-how such as any information, including, without limitation, product designs, processes and processing methods, apparatus specifications, production specifications and techniques, raw material specifications and sources, test methods and standards, manuals, invention records, formulae, calculations, research records and reports, and marketing surveys and reports, which are possessed and known in any form whatsoever, whether communicated orally or embodied in plans, drawings, photographs, tapes, discs, memoranda, notes, reports, studies, or samples, and whether such information is patentable or not patentable;

6.2 With the exceptions of those instances where the ownership of all the rights, including, but not limited to, all intellectual property rights is reserved to the Solvers company under the applicable law, the Solver, by submitting the application, ensures and guarantees that it owns and/or has obtained any and all consents, approvals, or licenses required in order to make the Proposal and by participating to the Challenge and that no third party rights are breached; in such latter event, Open Innovability is not requested to verify the authenticity of the ownership of the rights of the proposal and any issues derived from third party claims that may arise are the solely responsibility of the Applicant; nonetheless, Open Innovability reserves the right to disclose the identity of the Applicant to any third party claiming that the material posted or uploaded by the Applicant to the Challenge platform [www.openinnovability.enel.com] constitutes a violation of their IPRs, or their confidentiality/privacy rights. Open Innovability reserves the right to ask for additional evidence or documents to validate that all information supplied by applicants is true and complete;

7. Payment

The best Proposed Solution will be awarded with 20,000 euro. If no Proposed Solution is deemed deserving by Enel evaluation committee, no prize will be awarded. If the winning Proposal is submitted by a team, the payment shall be made pro quota to each of its members. If more than one proposal is selected, the prize amount will also be distributed pro quota among the winners (ex-aequo).

Payment will be made in Euros, or if required by the winner’s local law, in its local currency equivalent based on the foreign exchange rate in effect on the date of the communication to the winner of the outcome of the Challenge. The above amount represents a complete payment, net of any taxes that Open Innovability is required to withhold, for any accepted Proposed Solution.

6.3 The Solver is aware that participation in the Challenge does not grant any protection to intellectual property rights (“IPRs”) disclosed by the Solver. Although the Proposals may refer to an innovative and creative use of already existing tools that cannot be protected as an intellectual property right, it is possible that IPRs are involved in the Proposal. In such case, Open Innovability recommends that Solver provide adequate protection to their IPRs prior to submission of the Proposed Solution, as following the submission or any relevant information published on the Enel Open Innovability platform (including information about the winner) the IPRs may enter the public domain, thus losing the chance of being protected. Open Innovability waives any liability connected to the use of unprotected IPRs by the Solver.

Where industrial and intellectual property rights, including rights of third parties, exist prior to the Challenge (“pre-existing intellectual property rights”), the Solver shall establish a list which shall specify all rights of ownership and use in the pre-existing intellectual property rights and must submit this list when the Proposed Solution is submitted as its attachment. No Proposed Solution will be awarded in case such third parties have been granted exclusivity rights to use and further develop such Proposed Solution.

The information submitted will not prevent Open Innovability from independently developing the same or similar expertise or physical assets and offering their services to any other party.

8. **Conflict.** In the case of any conflict between the terms of this CSA and the Terms of Use, this CSA controls.