

InnoCentive Theoretical (Non-Exclusive License) Challenge-Specific Agreement

Please Read This Carefully! You are agreeing to a Challenge-Specific Solver Agreement for this particular Challenge only, as permitted in the [Terms of Use](#). Enel X, 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 Theoretical (Non-Exclusive Licence) challenge is managed by InnoCentive, Inc., the challenge program partner of Enel S.p.A, Open Innovability.

If you click "I agree" and proceed to the openinnovability.enel.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 may have agreed to that are specific to any other individual Challenge will apply.

1. **Your Responsibility to Avoid Obstacles.** The Seeker and InnoCentive need to know that if you solve the Challenge there will not be any legal obstacles to completing the non-exclusive license of your rights to the Seeker, which is the only way that you can receive the Award. You agree to be responsible for avoiding obstacles to licensing all Intellectual Property and Work Product (altogether, the "Solution IP") if you submit a Proposed Solution chosen as a winning Solution. **You will not receive an Award if you cannot license the Solution IP on the terms set forth in this CSA and any other terms established by Seeker in the Solution Acceptance Criteria.**
2. **Your Guarantee.** You agree that if and when the time comes to license the Solution IP, you will give a guarantee (the "Guarantee") that the license is lawful in exchange for the one-time payment of the Award to you alone, and that no consents, approvals or contracts that you did not already have before starting the Challenge are necessary from or with anyone else, such as:
 - a. Your employer;
 - b. Any former employer or other entity you are or have been associated with or have a contract with regarding Intellectual Property you develop that would impede the grant of the license to Seeker;
 - c. Anyone collaborating with you on the development of the Solution IP;
 - d. Anyone else whose Intellectual Property you use or incorporate in the Solution IP;
 - e. Any government official, regulatory body or other authority (for example, if any of the Solution IP is within the scope of a technology export control law in your country prohibiting its transfer to the Seeker in Italy, or if the required licenses of the Solution IP are otherwise subject to public registration, review and/or approval)
 - f. The holder of any lien (for example, if a bank or other creditor has obtained a mortgage or security interest in any of the Solution IP);
 - g. Anyone who may be entitled to royalties or other payments relating to any of the Solution IP either by law or contract.
3. **Your Obligations to Protect Potential Solution IP.** In order to be eligible for an Award, during the period from when you begin work on the Challenge until the expiration of the Time Period as set forth in the Challenge Statement, you shall not:
 - a. Grant away any rights in the Work Product or Proposed Solution you are developing ("Potential Solution IP"), or do anything else that would prevent you from granting the Option for the Exclusivity Period;
 - b. Reveal to any third party, except on terms of strict confidentiality, any information that relates to Potential Solution IP or do anything else likely to impair any of the Potential Solution IP; or
 - c. Do anything that would cause the failure of your Guarantee.

4. **Exclusivity Period.** By submitting your Proposed Solution you agree to grant to InnoCentive and the Seeker the following rights, for a period of 90 days (the "Exclusivity Period") from the deadline set forth in the Challenge Statement (the "Deadline"): (a) an exclusive option to acquire the rights to the Proposed Solution and your associated work product (the "Work Product") for use in connection with the Challenge (the "Option"), as described in this Agreement and (b) a non-exclusive, worldwide license to use, copy, distribute and create derivative works of the Work Product for purposes of review, analysis and testing the Solution on a theoretical basis, (collectively, these nonexclusive rights and the Option are referred to as the "Exclusive Option Rights"). InnoCentive will make reasonable efforts to transmit relevant Proposed Solutions to Seekers, however, nothing herein shall be construed as requiring InnoCentive to transmit every Proposed Solution submitted in Proposed Solution to an Challenge to a Seeker. In addition, by submitting your Proposed Solution you thereby agree to provide reasonable assistance and additional information concerning Work Product and your Proposed Solution to InnoCentive or the Seeker during the Exclusivity Period, if requested. By granting the Exclusive Option Rights you agree that during the Exclusivity Period, you are prohibited from (x) using, the Proposed Solution or the Work Product or (y) disclosing to or granting or assigning or transferring any rights to a third party to use the Proposed Solution or the Work Product for any, including the application for patents or similar intellectual property rights.
5. **Acceptance of Proposed Solution and Grant of License in Intellectual Property.**
 - a. **Acceptance.** InnoCentive will notify you within a commercially reasonable period of time after the Deadline and before the termination of the Exclusivity Period whether a Seeker accepts your Proposed Solution and wishes to exercise an Option ("Acceptance"). For purposes of this Agreement, "Acceptance" shall mean the selection of your Proposed Solution by the Seeker as meeting the Solution Acceptance Criteria as set forth in the Challenge Statement. The Seeker has absolute and sole discretion to determine whether to Accept your Proposed Solution, or any Proposed Solution, and whether to make an Award, multiple Awards or any Award. Solver acknowledges and agrees that InnoCentive and Enel S.p.A. (Open Innovability) are not responsible for and have no liability for selection of a winning solver, if any. Solver further agrees to hold InnoCentive legally harmless in regard to selection of a winning solver, if any. Solver agrees to hold the Seeker, Enel S.p.A OpenInnovability and InnoCentive legally harmless for any advice it may provide as to the quality or suitability of submitted solutions and agrees to waive any claim against Enel (OpenInnovability), the Seeker and InnoCentive for Solver's failure to win an award. The meeting of the Solution Acceptance Criteria does not mean that the Proposed Solution will be Accepted by a Seeker. In the event that your Proposed Solution is not Accepted within the Exclusivity Period, the Exclusive Option Rights will terminate without further notice to you.
 - b. **License.** Upon Acceptance of your Proposed Solution by a Seeker and payment of an Award to you (see "Payments"), you hereby assign and convey to Seeker a non-exclusive, worldwide, unlimited, perpetual, and irrevocable license to use, make, have made, market, copy, modify, lease, sell, distribute, and create derivative works of the Proposed Solution and any Work Product that are related to the Challenge. If you utilize any processes in development of the Work Product which are the subject of patent rights owned by you, you agree to grant to Seeker a worldwide, non-exclusive, perpetual, royalty-free right and license to practice any patented processes used in the Work Product. Furthermore, you agree that you will, during the term of this Agreement and at any time thereafter, execute all papers and do all things deemed necessary by InnoCentive or Seeker to ensure that InnoCentive and the Seeker acquires the licenses and rights set forth in this CSA. Such cooperation and execution shall be performed without additional compensation to you. Upon payment of the Award, or termination of the Exclusive Option Rights for any reason, there will be no further obligations between you and InnoCentive or the Seeker with respect to the Proposed Solution, the Work Product, or the Challenge, except for the limitations on use and disclosure described under "Confidentiality", below.
6. **Transfers.** The transfers of the non-exclusive license of Solution IP and the Award or any Revised Award Amount (as determined by Seeker) will be as follows:
 - a. Your grant of the non-exclusive license of the Solution IP will be to the Seeker. The non-exclusive license of the Solution IP will be transferred to the Seeker upon the occurrence of (a) the completion of InnoCentive's verification of you; (b) the Seeker's payment of the Award to InnoCentive; and (c) the Seeker's payment of any other fees of InnoCentive pursuant to the separate agreement between Seeker and InnoCentive.

- b. The Seeker's payment of the Award will be to InnoCentive as agent for you. The Award will be transferred to you as soon as payment is due to you.

7. **Payments.** If a Seeker Accepts your Proposed Solution, the payment amount (called an "Award") specified in the Challenge posted on the Service by a Seeker (or, in the case of partial payments of Awards, a "Revised Award Amount", if applicable) shall be paid to you by InnoCentive within approximately thirty (30) days after occurrence of each of the following: 1) you are notified by InnoCentive of your Proposed Solution's Acceptance, and 2) the completion of certain verification procedures by InnoCentive, and review and acceptance of such results by Seeker, and 3) InnoCentive's receipt of Award payment from the Seeker. Payment of any Award is conditioned upon your cooperation with InnoCentive's verification procedures. The Award will be paid to you locally, in U.S. Dollars, or if required by your local law, in your local currency equivalent based on the foreign exchange rate in effect on the date of the disbursement by InnoCentive. InnoCentive is not responsible for payment of any Award, or any part of any Award, to any party other than to the Solver through whom the Proposed Solution was submitted to the Service. You understand that the Award represents a complete payment, net of any local taxes that InnoCentive may be required to withhold, for any Accepted Proposed Solution and that you are not entitled to any other compensation of any kind. If local law does not require withholding of taxes, all taxes on Awards shall be your sole responsibility.
8. **Confidentiality.** During the term of this Agreement and at all times thereafter, you shall not disclose to any third party nor use for any purpose other than for the performance of this Agreement, any Confidential Information (as defined below) without the express written consent of the owner of the Confidential Information. These confidentiality obligations shall not apply to Confidential Information which: (a) is in the public domain, or which was publicly known or available on the date you originally accepted this Agreement ("Effective Date"); or (b) after the Effective Date becomes available to the public in a manner not involving a breach of any duty under this Agreement. Nothing herein shall preclude the ultimate disclosure of any information required by law. "Confidential Information" includes:
 - All information set forth in the password protected areas and Project Rooms of the Service ("Service Information"), (the presentation of Service Information via the Service shall not be deemed to be a public disclosure for purposes of this Agreement and shall not operate as an exclusion from Confidential Information); and
 - During any Exclusivity Period and after Acceptance and exercise of an Option relating to a Challenge, any Work Product or Proposed Solution relating to said Challenge.

The same restrictions on disclosure and use of Confidential Information described in this Section shall apply to the use or disclosure by InnoCentive and Seekers of any Work Product or Proposed Solution during the Exclusivity Period and, if the Proposed Solution is not accepted, thereafter, unless the Proposed Solution or Work Product can be shown by business records of Seeker to (1) have been known to them previously; (2) is independently created by personnel of Seeker who had no access to the Proposed Solution or the Work Product; or (3) is subject to the exceptions to Confidentiality in (a) or (b) of this section; provided, however, notwithstanding the foregoing, nothing in this Solver Agreement shall prevent a Seeker from utilizing a Solution, for which an Award has been paid, to the extent that a Solution and any rejected Proposed Solution contain overlapping Work Product.

9. **Notwithstanding anything herein to the contrary, you recognize that other persons 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.**
10. **General Conditions:** InnoCentive and/or Seeker has the right to verify each Solver's eligibility and compliance with this CSA, and to terminate any Solver's registration or participation in a Challenge on the basis of its investigation. Participation is conditioned on providing the data required on the online registration form. Personal data will be processed in accordance with Enel (OpenInnovability)'s Privacy Policy which can be located at <https://openinnovability.enel.com/privacy/>.

Please note that by registering to this Challenge your Personal Data are transferred to InnoCentive, a private company located in United States InnoCentive, Inc. 265 Winter Street, 2nd Floor Waltham, MA 02451 USA.

U.S. – EU Privacy Shield, certifies InnoCentive as a company who grants an adequate level of privacy protection. 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.

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.

11. . Solvers should direct any request to access, update, or correct information to InnoCentive. Neither InnoCentive nor Seeker is responsible for human error, theft, destruction, or damage to Proposed Solutions, or other factors beyond its reasonable control.
12. **Third Party Beneficiary.** You acknowledge and agree that any Seeker shall be a third-party beneficiary of this Agreement, and each shall have the right to assert and enforce the provisions of this Agreement directly on its own behalf.
13. **Conflict.** In the case of any conflict between the terms of this CSA and the Terms of Use, this CSA controls.

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