

## eRFP Challenge-Specific Agreement

**Please Read This Carefully! You are agreeing to a Challenge-Specific Solver Agreement for this particular eRFP Challenge only.** Enel Innovation Hubs s.r.l. acting as the Seeker for this Challenge, have required that you accept these special terms, so please take the time to understand them.

### Terms and Conditions

#### 1. Introduction

ENEL Innovation Hubs s.r.l. hereinafter referred to as “Ehubs” is looking for innovative technologies and/or solutions with the potential to enter into a collaboration with the relevant Enel Group Companies and/or Business Lines.

To this purpose, effective on 24<sup>th</sup> June 2020, Ehubs will launch on the platform - Enel Open Innovability [[www.openinnovability.enel.com](http://www.openinnovability.enel.com)] (hereinafter the “**Platform**”) a call for ideas (hereinafter “**ReShape**” or the Campaign) on different challenges (hereinafter the “**Challenges**”) to be solved.

#### 2. Description of the challenges

Challenges are listed on the ReShape page on [www.openinnovability.enel.com](http://www.openinnovability.enel.com)

#### 3. Definition of Submission

The proposer who takes part to the Campaign hereinafter the “Applicant” shall submit the application through the Platform in relation to the Challenges described in paragraph 2 (collectively referred to as the “Proposal”). The submitted Proposals must be completed: please make reference to paragraph 6 for more details on submission.

#### 4. Eligibility of participants

This Campaign is dedicated to startups, scaleups and SMEs, incorporated in any country, with a technology and/or solution at commercial level (TRL > 8)

By applying to the Campaign, the Applicant shall represent and warrant that:

- 1) is eligible to participate in the Campaign;
- 2) all the information contained in the Proposal is true, accurate and complete;
- 3) has viewed and accepted the privacy policy of the Platform; has not breached any laws in the country of residence regarding the legality of entering and participation in the Campaign
- 4) is not in a position of conflict of interest with the Campaign
- 5) to its best knowledge, the Proposal does not: (i) violate the rights - including, but not limited to, copyrights, trademark rights, patent rights, or privacy rights - of any third party; (ii) prominently feature any trademarks or logos;
- 6) releases and undertakes to hold harmless Ehubs and Enel S.p.A. from any and all liability or any injury, loss or damage of any kind arising from or in connection with the Campaign and/or the implementation of the activities related to the Campaign.

Ehubs reminds all applicants that Enel Group has adopted and adheres to the principles set out in the Code of Ethics, Zero Tolerance for Corruption Plan and in the Global Compliance program pursuant to Italian Legislative Decree 231/2001 of the Enel Group, which currently may be found at <http://www.enel.com>

The Applicant hereby acknowledges the Code of Ethics of the Enel Group as binding and confirms to adhere to it. The Applicant also acknowledges that Enel S.p.A. has approved the Enel Global Compliance Program, which was drafted taking into account the main international conventions against corruption (*i.e.* Bribery Act; Foreign Corrupt Practice Act *etc.*) and which shall be adopted by all non-italian subsidiaries of the Enel Group.

Ehubs reserves the right to reject any proposal that does not comply with these Terms and Conditions.

## 5. Award

5.1 The Proposals that will be considered as the most interesting will have the opportunity to negotiate a collaboration agreement with the relevant company and/or Business Line of the Enel Group. It is understood that there is no obligation for the selected Applicant and for any Enel group company to enter into any kind of collaboration. The signing of a collaboration agreement is subject to all the internal checks and procedures in force within the Enel Group.

5.2 Once a collaboration agreement is defined, Enel (or the relevant company and/or Business Line of the Group involved), at its sole discretion, can decide to pay up to 30% of the value of the contract related to the collaboration agreement upon the signature of the contract itself. To be entitled to be considered for the advance payment, Applicant must meet the following criteria, in addition to the standard requirements defined by the Enel Procurement office:

- Incorporation life of maximum 10 years
- Maximum of 100 employees
- No profit distribution

For the sake of clarity, Applicants that do not meet the abovementioned criteria are eligible to participate to the Campaign, but will not be entitled to receive up to 30% of the value of the contract, if any, upon the signature.

## 6. Application

Proposals will be submitted exclusively online through the Platform.

The Applicants are requested to submit their Proposals in English.

Applications submitted by any other means will not be considered.

Proposals shall be submitted in a single stage and shall include the following sections:

- 1) Information about the Proposal. Information about the Applicant
- 2) The Applicants are requested to use the given format that appears in the Platform;
- 3) A clear description of the technology and/or solution proposed with details on how it can be applied to Enel's need and/or solve the specific Challenge;
- 4) A clear description of how the technology and/or solution complies with the requirements and constrains described in the single Challenge;
- 5) The level of maturity
- 6) A clear description of features and factors that make the technology and/or solution proposed unique and different compared to others.
- 7) Milestones already reached (implementations of the solution, customers, success cases).
- 8) The business model.

Applications to more than one Challenge per Applicant(s) are allowed, provided that a different application is submitted for each Challenge.

Ehubs will review the Proposals upon the submission meaning that the evaluation process will be continuous and not performed only at the closure of the Campaign. Should a Proposal result interesting for Enel or the relevant company and/or Business Line of the Enel Group, Ehubs reserves the right to consider that single Challenge as solved. Since Ehubs can decide at its sole discretion to withdraw one of more Challenges when solved or for any other reasons, Applicants are strongly recommended not to wait until the last minute to submit the Proposal. Failure of the proposal to arrive in time for any reason, including extenuating circumstances, will result in rejection of the proposal.

## **7. Evaluation process and deadlines**

### **A. Submission.**

Applicants will submit their Proposals on the Platform from 24 June 2020 to 30 September 2020 (within 23.59 CET).

Ehubs has the right to extend the closing of this phase and to announce such an extension. Also, Ehubs has the right to add new Challenges or to withdraw published ones at its sole discretion.

Applicants must accept these Terms and Conditions, the Terms of Use and Privacy policy of the Platform, as well as declare under their own responsibility the absence of conflicts of interest.

After a formally valid submission, the Applicants will receive a confirmation by the Platform.

### **Evaluation Criteria**

- 1) The Proposals for each Challenge will be assessed by Ehubs on the basis of the criteria below:
  - I. Technical feasibility
  - II. Economic feasibility
  - III. Business potential for Enel
  - IV. Innovation level

### **Evaluation Process**

The Ehubs team will evaluate the Proposals, getting in touch with the Applicant if additional information is needed.

Following this preliminary evaluation, the Proposal(s) that meet the requirements of the Challenge will be further evaluated by one or more relevant Enel companies and/or business lines. In this second evaluation, an analysis based on technical parameters, economic and business impact for Enel will be performed. The presentation of the proposal will also be evaluated.

At the end of the assessment, the Applicant will receive a feedback.

In case of success, an employee of one of the companies of the Enel Group will get in touch with the Applicant to discuss the next steps.

Due to the high volume of evaluations managed, Proposals rejected will only receive a high level evaluation feedback of each submission.

## 8. Ehubs rights on the submissions

**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 a Seeker, the Proposed Solution and associated materials (if any) shall become the property of Seeker and 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).

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, each Solver agrees to grant to the Seeker, to Enel S.p.A. and to the relevant Enel Group company and/or business line the right to use the Proposed Solution and the associated IP rights for the only purpose of the Challenge.

Please also be aware that your Proposed Solution may not be acknowledged and will not be received or held "in confidence" and 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 materials and ideas which may be similar or identical to the Proposed Solution in concept, theme, idea, format or other respects.

## 9. Changes to Terms and Conditions

By submitting the Proposal, the Applicant acknowledge that Ehubs and Enel S.p.A. may vary these Terms and Conditions at any time at their sole discretion. This includes changes to dates for deadlines and events, locations or specifications of the Campaign

Any changes to these Terms and Conditions will be posted on the Platform.

Applicants should regularly visit the Platform to check if any update of the Terms and Conditions has been posted.

No changes can be retroactive, giving the same rights to the participants yet registered to the Platform.

## 10. Conflicts

In the case of any conflict between the present Terms and Conditions and the Terms of Usage of Cancellation, changes or suspension of the challenge

If someone cheats, or a virus, bug, internet bot, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled (also referred to as force majeure) affects the fairness and/or integrity of this Campaign EHubs reserves the right to cancel, change, or suspend this Campaign . If any applicant or member of a team attempts to compromise the integrity or the legitimate operation of this Campaign or if Ehubs has reason to believe that an applicant or member of a team have compromised the integrity or the legitimate operation of this Campaign by cheating, hacking, creating an internet bot or other automated program, or by committing fraud in any way, Ehubs may seek damages to the fullest extent permitted by law. Further, Enel S.p.A. may disqualify and ban any unfair participant from this and any future

OpenInnovability.com challenges The Campaign may be canceled also if: (i) no Proposals are received; (ii) the committee doesn't identify any winning proposal or (iii) the winning proposal Applicant must be excluded.

### **11. Cost and taxes**

Any eventual cost and tax relevant to the participation to Campaign shall be exclusively supported by the Applicants. Applicants are requested to check the applicable costs, duties and taxes according to the laws of the jurisdiction where they reside or where are otherwise obliged to pay taxes.

### **12. Limitation of liability**

In addition to any other limitation of liability contained in these Terms and Conditions, Ehubs and Enel S.p.A. are not liable for possible deficiencies of the Platform.

Please note that Ehubs and Enel S.p.A. are not responsible for problems regarding computers, networks or any other reasons that may lead to lost, damaged and/or late entries.

### **13. Governing law and jurisdiction**

The Campaign is ruled by Italian law . Any disputes shall be exclusively set by the Court of Rome