

InnoCentive Ideation Challenge-Specific Agreement

Please Read This Carefully! You are agreeing to a Challenge-Specific Solver Agreement for this particular Ideation Challenge only. **Enel Green Power 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.

The employees of the Enel Group who are involved in the organization and management of the Competition and all the people admitted to the Open Innovability Portal back office, as well as their spouses or partners and their relatives up to the fourth degree, are not eligible for participation in this Challenge.

Also, employees of Enel Green Power S.p.A. who have worked in the technical sector of the archaeological surveys field and that work, in the moment of the competition, on the archaeological automatic survey technologies activities, or their spouses, partners or any of their relatives up to the fourth grade determined according to Italian law are not eligible for the participation to this Challenge. It is the Applicant's responsibility to verify with the members of his/her kinship or spouse or partners (or with regard to his/her team members') whether any of them is connected in anyway to the Competition or the Open Innovability Portal and request (by e-mail to OpenInnovability-support@enel.com), if necessary, any additional information to Enel Green Power S.p.A. to fulfill such obligation, as well as their spouses or partners and their relatives up to the fourth degree, are not eligible for participation.

Please note that this Ideation 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 submit your idea (your "**Proposed Solution**" as specified below). 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. **Proposed Solutions.** As a Solver you may submit to Enel Open Innovability Portal your Proposed Solution to the Ideation Challenge to which this CSA relates. InnoCentive will access your Proposed Solutions through the Enel OpenInnovability.enel.com platform. InnoCentive will make reasonable efforts to transmit Proposed Solutions to Seekers, however, nothing herein shall be construed as requiring InnoCentive to transmit every Proposed Solution on a Challenge to a Seeker. In addition, by submitting your Proposed Solution you thereby agree to provide assistance and additional information concerning your Proposed Solution to InnoCentive or the Seeker, if requested.
2. **Acceptance of Proposed Solution and License to Use.** InnoCentive will notify you within a commercially reasonable period of time after the end of the Time Period set forth in the Challenge Statement whether your Proposed Solution has been selected by Seeker for an Award. The Seeker will judge all Proposed Solutions against the guidelines set out in the Challenge Statement and determine, in its sole discretion, which Proposed Solution best addresses the Challenge Statement guidelines. 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, or multiple Awards. Solver acknowledges and agrees that InnoCentive, Enel SpA (owner of the Open Innovability Portal) and the Seeker are not responsible for and has no liability for selection of a winning solver. Solver further agrees to hold InnoCentive, the Seeker, and Enel S.p.A. legally harmless in regard to selection of a winning solver. Solver agrees to hold the Seeker, Enel S.p.A. 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 S.p.A., the Seeker and InnoCentive for Solver's failure to win an award. The compliance with the Challenge Statement guidelines does not automatically mean that the Proposed Solution will be eligible for an Award. Proposed Solutions must NOT contain or include ideas, concepts, solutions or technology

in respect of which a third party owns or controls the intellectual property. Proposed Solutions and descriptions thereof may not include trademarks or trade names of corporations or entities without the permission of their owners.

3. **Representation and Warranties:** By entering this CSA, 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 Proposed Solution does not infringe or violate any patent, copyright, trade secret, trademark or other third-party intellectual property right.
- You have the right to grant the license in the Proposed Solution as required by Section 2 of this CSA.
- your entire Proposed Solution is an original work by you and you have not included third-party content (such as writing, text, graphics, artwork, logos, photographs, dialogue from plays, likeness of any third party, musical recordings, clips of videos, television programs or motion pictures) in or in connection with your Proposed Solution, unless (a) otherwise requested by the Seeker and/or disclosed by you in your Proposed Solution, and (b) you have either obtained the rights to use such third-party content or the content of the Proposed Solution is considered in the public domain without any limitations on use;
- no person or entity other than you has any right, title or interest in any part of your Proposed Solution;
- unless otherwise disclosed in the Proposed Solution, the use thereof by Seeker, or the exercise by Seeker of any of the rights granted by you under this Agreement, does not and will not infringe or violate any rights of any third party or entity, including, without limitation patent, copyright, trademark, trade secret, defamation, privacy, publicity, false light, misappropriation, intentional or negligent infliction of emotional distress, confidentiality, or any contractual or other rights;
- you have all the rights, licenses, permissions and consents necessary to submit the Proposed Solution and to grant all of the rights that you have granted to Seeker hereunder, including the right for Seeker to use and develop derivative works of and from the Proposed Solution. The Solver agrees that the above described rights admitted under the license granted to the Seeker, shall be exercised by the Seeker directly or through its Affiliate (as defined below), external providers/suppliers/partners ("**Authorized Representative**"). ("**Affiliate**" means, with respect to any legal entity, any legal entity directly or indirectly controlling, controlled by or under common control with, such other legal entity, but such legal entity shall be deemed to be an Affiliate only so long as such control exists. For purposes of this definition, "control" when used with respect to any legal entity, means the possession, directly or indirectly, of the power to cause the direction of management and/or policies of such legal entity, whether through the ownership of voting securities by contract or otherwise);
- all persons who were engaged by you to work on the Proposed Solution or who appear in the Proposed Solution in any manner have:
 - a. given you their express written consent to submit the Proposed Solution for unlimited, royalty-free use, exhibition and other exploitation in any manner and in any and all media, whether now existing or hereafter discovered, throughout the world, in perpetuity;
 - b. provided written permission to include their name, image or pictures in or with your Proposed Solution (or if a minor who is not your child, you must have the permission of their parent or legal guardian) and you may be asked by Seeker to provide permission in writing;

- c. no claims for payment of any kind, including, without limitation, for royalties or residuals, has no approval or consultation rights or any rights of participation arising out of any use, exhibition or other exploitation of the Proposed Solution; and
 - d. not been and are not currently under any union or guild agreement that results in any ongoing obligations resulting from the use, exhibition or other exploitation of the Proposed Solution; and
- 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. 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. In the event that your entry is identical or similar to the Proposed Solution of another Solver, Seeker reserves the right, at the sole discretion of the Seeker, to either score one Proposed Solution higher than the other subject to the Challenge Statement guidelines or to randomly choose a Proposed Solution from all of those submitted which respond to the Challenge Statement guidelines. You acknowledge and agree that the Seeker may decide to share, under bond of confidentiality and in respect of the applicable privacy law, the Proposed Solution to a third party consultant during the Selection Process.

4. By entering this CSA, you further agree that: (i) all Proposed Solutions will not be returned; (ii) Seeker (and its Authorized Representatives) have the unlimited right to alter and/or edit the Proposed Solution or any part or element thereof; and (iii) Seeker and its licensees, successors and assigns have the right to use any and all Proposed Solutions, and the names, likenesses, voices and images of all persons appearing in the Proposed Solution, for future advertising, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity.

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 a royalty free, non-exclusive license in respect of all such intellectual property rights, if any, for the purposes of commercial exploitation of the idea or concept demonstrated by the proposed solution. Notwithstanding granting the seeker a perpetual, non-exclusive license for the proposed solution, the solver retains ownership of the proposed solution.

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.

Without prejudice to the article 5.5 of the [Terms of Use](#), the obligation to grant the non-exclusive license set in this article does not apply if the winning Proposed Solution is proposed by Enel employee, unless the employee is the owner of the solution according to the relevant national law.

5. **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 sixty (60) 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.

6. **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.

Solvers 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.

7. **Conflict.** In the case of any conflict between the terms of this CSA and the Terms of Use, this CSA shall prevail.
8. **Declaration of honour.**

By submitting the Proposal, the Solver, who is not an employee of the Enel Group companies, confirms that the Solver has read and understood the "Declaration of Honour" on exclusion criteria and absence of conflict of interests attached in Annex 1 to the present Regulation (Challenge-Specific Agreement).

ANNEX 1

Declaration of Honour

I undertake to inform Enel S.p.a and the Seeker, immediately, if after the date of submission till the end of the evaluation process, any of the exclusion of conflict of interest causes will arise.

Declaration of Honour on exclusion criteria and absence of conflict of interest

The undersigned Solver declares that it (or persons having powers of representation, decision making or control over it) is not in one of the following exclusion situations:

- a) bankrupt, being wound up, having affairs administered by the courts, entered into an arrangement with creditors, suspended business activities, subject to any other similar proceedings or similar procedure provided for in national legislation or regulations;
- b) convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- c) guilty of grave professional misconduct;
- d) in breach of social security or tax obligations in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) committed fraud, corruption, involved in a criminal organization or any other illegal activity;
- f) subject to a conflict of interest;
- g) made false declarations in supplying the information required, as a condition of participation in the challenge or has not failed to supply this information;

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