

## Enel Theoretical Challenge - Specific Agreement

Please Read This Carefully! You are agreeing to a Challenge-Specific Solver Agreement ("**CSA**") for this particular Theoretical 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 Companies of the Enel Group who are involved in the organization and management of the Challenge 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 the companies of the Enel Group who have worked in the technical sector of the fire detection activities field and that work, in the moment of the competition, on technologies for wildfire detection 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 Solver'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](mailto: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 Theoretical Challenge is managed by Wazoku, Inc., the challenge program partner of Enel S.p.A, Open Innovability®.

If you click "I agree" and proceed to the [openinnovability.enel.com](http://openinnovability.enel.com) platform for this Challenge, this 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. Proposed Solution.** By entering this Challenge, you will be deemed to be a "**Solver**". As a Solver you may submit in the Open Innovability® Portal your proposed solution (your "**Proposed Solution**") to the Challenge to which this CSA relates. In addition, by submitting your Proposed Solution you thereby agree to provide reasonable assistance and additional information concerning your Proposed Solution to Wazoku or the Seekers, if requested.
- 2. Acceptance of Proposed Solution.** Wazoku will notify you within a commercially reasonable period of time after the end of the time period set forth in the Challenge Statement whether the Seeker accepts your Proposed Solution. 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. The Solver acknowledges and agrees that Wazoku, Enel SpA (Open Innovability®) and the Seeker are not responsible for and has no liability for selection of a winning Solver, if any. Solver further agrees to hold

Wazoku, Enel SpA and the Seeker legally harmless in regard to selection of a winning solver, if any. Solver agrees to hold Enel S.p.A. (OpenInnovability®), the Seeker and Wazoku 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 SpA (OpenInnovability®), the Seeker and Wazoku for Solver's failure to win an award. The meeting of the Challenge Statement guidelines does not automatically mean that the Proposed Solution will be accepted by the Seeker.

- 3. Payments.** If the Seeker accepts your Proposed Solution, the payment amount (called an "**Award**") specified in the Challenge posted on Open Innovability® Portal by the Seeker (or, in the case of partial payments of Awards, a "**Revised Award Amount**", if applicable) shall be paid to you by Wazoku within sixty (60) days after occurrence of each of the following: 1) you are notified by Wazoku of your Proposed Solution's Acceptance, and 2) the completion of certain verification procedures by Wazoku, and review and acceptance of such results by the Seeker, and 3) Wazoku's receipt of Award payment from the Seeker. Payment of any Award is conditioned upon your cooperation with Wazoku'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 Wazoku. Wazoku 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 transfer fees and local taxes that Wazoku 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.

#### **4. Intellectual Property and Confidentiality.**

At the time you submit any Proposed Solution, in whole or in part, on Open Innovability® Portal, and whether or not your Proposed Solution is selected, you are aware that the Proposed Solution and associated materials (if any) will not be returned, and shall be used only for the evaluation of the Proposed Solutions within the Challenge. Enel S.p.A., 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 YOU UNDERTAKE TO MARK ANY CONFIDENTIAL INFORMATION, IF ANY, AS "STRICTLY CONFIDENTIAL".** Enel SpA (Open Innovability®), the Seeker and Wazoku undertake to treat as confidential any information marked as strictly confidential by the Solver and to not disclose the Confidential Information to any third party not involved in the selection process. Therefore, you acknowledge and agree that Enel SpA, (Open Innovability®), and 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 or to any Enel Group company during the selection

process, solely for the evaluation of the Proposed Solutions within the Challenge. **By submitting your Proposed Solution, you represent and warrant that:**

- 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 Wazoku, Enel SpA (Open Innovability®) and/or the Seeker, or the exercise by Wazoku, Enel SpA (Open Innovability®), and/or the Seeker of any of the rights granted by you under this CSA, 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;
- all persons who were engaged by you to work on the Proposed Solution or who appear in the Proposed Solution in any manner have:
  1. 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;
  2. 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;
  3. 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
  4. 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.

You understand, recognize and accept that Enel SpA (Open Innovability®), Wazoku and/or the Seeker has access to, may create or has created materials and ideas which may be similar or identical to your Proposed Solution in concept, theme, idea, format or other respects. You acknowledge and agree that Enel SpA (Open Innovability®), Wazoku and/or the Seeker shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from Enel SpA (Open Innovability®), Wazoku and/or the Seeker's use of such materials. In the event that your entry is identical or similar to the Proposed Solution of another Solver, Enel SpA (Open Innovability®), Wazoku and/or the Seeker reserve 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. By entering this CSA, you agree that: (i) all Proposed Solutions and associated materials (if any) will not be returned.

**BY SUBMITTING A PROPOSED SOLUTION TO THIS CHALLENGE, EACH WINNING SOLVER AGREES TO GRANT TO THE SEEKER A ROYALTY FREE, PERPETUAL, NON-**

**EXCLUSIVE, SUBLICENSABLE LICENSE IN RESPECT OF THE WINNING SOLUTION AND OF ALL RELEVANT INTELLECTUAL PROPERTY RIGHTS, IF ANY, FOR THE PURPOSES OF USE AND COMMERCIAL EXPLOITATION OF THE IDEA OR CONCEPT DEMONSTRATED BY THE PROPOSED SOLUTION. NOTWITHSTANDING GRANTING THE SEEKER A ROYALTY FREE, PERPETUAL, NON-EXCLUSIVE, SUBLICENSABLE LICENSE FOR THE PROPOSED SOLUTION, THE SOLVER RETAINS OWNERSHIP OF THE PROPOSED SOLUTION.**

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 solution is proposed by an employee of an Enel Group company, unless the employee is the owner of the solution according to the relevant national law.

You undertake to treat as confidential any information that Enel Spa, the Seeker and any Enel group company will exchange with you within this Challenge. Each confidentiality obligations set in this CSA shall survive after the termination of this Challenge.

- 5. General Conditions.** Wazoku and/or the 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 Wazoku, a private company located in United States Wazoku, Inc. 265 Winter Street, 2nd Floor Waltham, MA 02451 USA.

U.S. – EU Privacy Shield, certifies Wazoku 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

- 6. 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 CSA on behalf of that business or entity.

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

**8. Disqualification.** The Seeker reserves the immediate right to disqualify you if, in its sole discretion, you: (i) do not in comply with the Terms of Use or this CSA, (ii) tamper with the submission process, the Challenge, or Open Innovability® Portal; or (iii) act in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner.

**9. 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 CSA.

## **ANNEX 1**

### **Declaration of Honour**

I undertake to inform Enel S.p.a, 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.

It is declared that the Solver is not in one of the following situations:

- a) it is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) it or persons having powers of representation, decision making or control over it have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- c) it has been guilty of grave professional misconduct proven by any means which the contracting authority Bank and international organisations;
- d) it is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes 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) it or persons having powers of representation, decision making or control over it have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
- f) is not subject to a conflict of interest;
- g) has not made false declarations in supplying the information required, as a condition of participation in the challenge or does not fail to supply this information;
- h) is not in one of the situations of exclusion, referred to in this CSA.