

Call for Ideas Agreement

Please Read This Carefully. You are agreeing to a Specific Applicant Agreement for this particular Call for Projects and ideas only. Gruppo CAP acting as the Scouter for this Call, has required that you accept these special terms, so please take the time to understand them.

Terms and Conditions

1. Introduction

Gruppo CAP referred to as CAP or as “The Scouter” hereinafter a publicly owned company that manages the Integrated water service in Milan and nearby cities such as Monza, Pavia, Varese and Como. It operates according to an in-house providing model, ensuring that the public control of the member bodies is in line with the principles of transparency, responsibility and participation. Thanks to its size, and an invested capital in excess of one billion euros, Gruppo CAP is one of the most important single-utility companies in Italy, providing integrated water services to over 2.5 million inhabitants.

Gruppo CAP is looking for innovative technologies and/or solutions -on this purpose, effective on march 2022, CAP will launch on the platform - Enel Open Innovability® [www.openinnovability.enel.com] (hereinafter the “**Platform**”) a call for ideas (hereinafter the “**Call**”).

Please note that this Call is managed by Enel S.p.A. the crowdsourcing service provider of Gruppo CAP through the Platform . Enel SpA will not be held liable for any aspects related to the content of the Call, the selection of a winning solver or the awarding.

If you click "I agree" and proceed to the openinnovability.enel.com platform for this Call for Ideas Agreement "CA" will be a valid and binding agreement for all purposes relating to the participation to the Call and in addition to your agreement to abide by the Terms of Use when you registered as an applicant. Please print and keep a copy of this CA. No provisions you have agreed to that are specific to any other individual Challenge not included in this Call will apply.

Participation is conditioned on providing the data required on the online registration form.

In the event of Team Application, every Team member must register to the Platform.

Personal data will be processed by Gruppo CAP in accordance with the Privacy Policy below and by Enel (OpenInnovability)'s Privacy Policy which can be located at <https://openinnovability.enel.com/privacy/>.

2. Description of the Call

Inflow and Infiltration (I&I) issue reduce the capacity of the sewerage system, generate the improper and early activation of spillways and reduce the efficiency of the purifiers.

The research of the Inflow and Infiltration (I&I) with classical systems is long and expensive, it requires iterative systems for the identification of the areas affected by the problem, operating on extensions of limited size in order to intervene successfully.

CAP Group is looking for innovative and sustainable solutions that are efficient and effective in terms of cost and large-scale replicability to search for I&I.

3. Definition of Submission

The proposer who takes part to the Call, hereinafter the “**Applicant**”, shall submit the application through the Platform (the “Proposal”). The submitted Proposals must be completed: please make reference to paragraph 6 for more details on submission.

4. Eligibility of participants

This Call is dedicated to:

- physical persons;
- a team constituted by physical persons - from a minimum number of 1 members to a maximum numbers of 5 members (“The Team”);
- start-ups and Innovative SMEs, incorporated in any country.
- Academic/Research centers

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

- 1) If the Applicant is a company: that is a start- up or a SME according to the relevant national legislative framework;
- 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 Call
- 4) is not in a position of conflict of interest with the Call
- 5) the Proposal does not: (i) violate the rights - including, but not limited to, copyrights, trademark rights, patent rights, trade secrets or privacy rights - of any third party; (ii) prominently feature any trademarks or logos;
- 6) releases and undertakes to hold harmless Gruppo CAP 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 Call and/or the implementation of the activities related to the Call.

Gruppo CAP and Enel S.p.A. reserves the right to reject any Proposal that does not comply with these Terms and Conditions.

5. Application

Proposals will be submitted exclusively online through the Platform.

The Applicants are required to submit their Proposals in English and Italian.

Proposals submitted by any other means will not be considered.

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

- 1) Information about the Proposal
- 2) Information about the Applicant
- 3) The Applicants are requested to use the given format that appears in the Platform
- 4) A clear description of the Ideas proposed with details on how the solution works. Refer to the criteria in the opening description on the platform www.openinnovability.enel.com
- 5) The level of maturity: technology readiness level (TRL) ≥ 6 .

In the event of Team Application, the Proposal submitted by the selected Team leader must include the list of the Team members (name, surname, e-mail of registration to Enel Open

Innovability® [www.openinnovability.enel.com], and the present CA regulation signed by each of the others Team member: **please fill in the table in the ANNEX 1 – Team members below.** Every communication related to the Team Application will be sent to the Team leader member.

An Applicant can propose more ideas, provided that a different application is submitted for each Proposal.

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.

6. Evaluation process and deadlines

A. Application.

Applicants will submit their Proposals on the Platform from March 15th 2022 to May 15th 2022 (within 23.59 CET).

Gruppo CAP and Enel S.p.A. have the right to extend the closing of this phase and to publish such an extension on Enel Open Innovability® [www.openinnovability.enel.com].

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

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

It is understood that take part in this Call for Projects and ideas does not generate any obligation to pay and/or any kind of refund in favor of the Applicant.

Evaluation Criteria

1) The Proposals will be assessed by Gruppo CAP on the basis of the criteria below:

- I. Overall scientific and technical feasibility of the proposed solution;
- II. Economic potential of concept (e.g. Total Cost of Ownership);
- III. Business potential for Gruppo CAP;
- IV. Novelty and creativity;
- V. Potential for proprietary position (i.e., is the technology novel or protectable);
- VI. User's capabilities and related experience;
- VII. Realism of the proposed solution;
- VIII. Maturity level of the proposal.

It is understood that, in any case, the evaluation and any decision to award an Applicant is at complete discretion of Gruppo CAP.

Evaluation Process

Gruppo CAP will evaluate the Proposals, getting in touch with the Applicant if additional information is needed.

It is understood that there is no obligation for Enel S.p.A. and for Gruppo CAP to select any Proposal or to enter into any kind of collaboration with Applicants.

It is also understood that Applicants do not have any obligation to enter in any kind of collaboration with Enel S.p.A and/or Gruppo CAP.

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

7. Award

The winning Applicant, for a maximum total number of 3 (three) applicants, will be awarded with a collaboration and testing agreement by Gruppo CAP.

In case the winning Applicant is a Team every member will be included in the collaboration and testing program.

It is understood that, if Gruppo CAP selected one or more winning Applicants, there is no set timeframe by which The Scouter and the winning Applicant must start the collaboration or negotiation about a testing agreement. The Applicant acknowledges and agrees that Gruppo CAP is not responsible for and have no liability for the selection and agrees that the evaluate is at absolute and sole discretion of Gruppo CAP and hold The Scouter legally harmless regarding selection.

The Scouter and the Applicant acknowledge and agree that the collaboration and the testing agreement does not give rise to any obligation for Gruppo CAP to reach any further business discussions or agreement or collaboration.

The Applicant also agrees to hold The Scouter legally harmless for any advice he may provide as to the quality or suitability of submitted solutions and agrees to waive any claim against Gruppo CAP for any failure to win an award. The meeting of the requirements of the CA does not mean that you will be contacted by The Scouter.

Enel S.p.A. is not responsible for any Award, or any part of any Award, to any party.

8. Scouter's rights on the submissions

All intellectual property rights, if any, in the idea or concept demonstrated by your Proposal will remain with the Applicant. By submitting a Proposal to this Call, each Solver agrees to grant to the Scouter the right to use the Proposal and the associated IP rights for the only purpose of the Challenge.

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

Please also be aware that your Proposal will not held "in confidence" and your Proposal does not create a confidential relationship or obligation of secrecy between you and any of the entities involved in this Call. You recognize that other persons, including other Applicants, may have provided Scouter or others, or made public, or may in the future submit, or make public, materials that are the same or similar to your Proposal. You acknowledge and agree that Scouter shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from Scouter's use of such materials. By submitting a Proposal you

understand, recognize and accept that Scouter has access to, may create or has created materials and ideas which may be similar or identical to the Proposal in concept, theme, idea, format or other respects.

The Applicant undertake to treat as confidential any information that Gruppo CAP and Enel Spa, will exchange with him within this Call. Each confidentiality obligation set in this Agreement shall survive after the termination of this Call.

9. Changes to CA

By submitting the Proposal, the Applicant acknowledge that Enel S.p.A may vary these CA at any time upon request of the Scouter. This includes changes to dates for deadlines and events, locations or specifications of the Call.

Any changes to these CA will be posted on the Platform.

Applicants should regularly visit the Platform to check if any update of the CA 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 CA and the Terms of Use of the Platform this CA will prevail.

If 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 Call, Enel S.p.A. and Gruppo CAP reserves the right to cancel, change, suspend this Call.

If someone cheats or misconduct Enel S.p.A. and Gruppo CAP reserve the right to exclude at their sole discretion such applicant from the Campaign.

If any Applicant attempts to compromise the integrity or the legitimate operation of this Call or if the Scouter has reason to believe that an applicant has compromised the integrity or the legitimate operation of this Call by cheating, hacking, creating an internet bot or other automated program, or by committing fraud in any way, Enel S.p.A. the Scouter may seek damages to the fullest extent permitted by law. Further, the Enel S.p.A. may disqualify and ban any unfair participant from this and any future OpenInnovability.com initiatives. The Call may be canceled also if: (i) no Proposals are received; (ii) the Scouter doesn't identify any winning proposal or (iii) the winning Proposal Applicant must be excluded.

11. Limitation of liability

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

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

12. Governing law and jurisdiction

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

ANNEX 1 – TEAM MEMBERS

NAME	SURNAME	OPENINNOVABILITY.COM REGISTRATION EMAIL	SIGN