

Challenge eRFP Challenge-Specific Agreement

Please Read This Carefully! You are agreeing to a Challenge-Specific Solver Agreement for this particular eRFP Challenge ("**Challenge**") only, as permitted in the [Terms of Use](#). Enel Global Infrastructure and Networks S.r.l. (the "**Seeker**"), 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 eRFP Challenge (hereinafter also referred to as the "**Challenge**") is managed by Wazoku Ltd 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 an addition to the existing [Terms of Use](#) that you accept when you registered as a Solver for all purposes relating to this Challenge. 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 Open Innovability® a proposed solution (your "**Proposed Solution**") to the Challenge posted on the website by the Seeker to which this CSA relates. In addition, by submitting your Proposed Solution(s) you agree to provide additional reasonable assistance and information concerning your Proposed Solution to the Seeker, if requested. **BY SUBMITTING A PROPOSED SOLUTION, YOU UNDERTAKE TO MARK ANY CONFIDENTIAL INFORMATION AS STRICTLY CONFIDENTIAL.** Solvers with Proposed Solutions that are highly responsive to the terms of the Challenge may be selected and contacted by the Seeker for next steps.
- 2. Acceptance of Proposed Solutions.** Wazoku will notify you within a commercially reasonable timeframe after the Challenge expiration date whether the Seeker, at its absolute and sole discretion, will continue to evaluate your Proposed Solution for further business discussion or rejected your Proposed Solution. If the Seeker will continue to evaluate your Proposed Solution, there will be no set timeframe by which the Seeker must decide whether it is interested in negotiating with you to establish a services agreement or other contractual relationships. The Seeker has absolute and sole discretion to determine whether to proceed with any further business negotiations or discussions surrounding a Proposed Solution. You acknowledge and agree that the Seeker, Enel S.p.A. and Wazoku are not responsible for and have no liability for the selection of a winning Solver, if any. You further agree to hold the Seeker, Enel S.p.A. and Wazoku legally harmless in regard to the selection of a winning Solver, if any. You agree to hold the Seeker, Enel S.p.A. and Wazoku legally harmless for any advice they may provide as to the quality or suitability of submitted solutions and agree to waive any claim against Enel (Open Innovability®), the Seeker and Wazoku for your failure to win a reward. The meeting of the requirements of the Challenge does not automatically mean that the Proposed Solution will be eligible for a reward or that you will be contacted by the Seeker.

BY SUBMITTING A PROPOSED SOLUTION YOU REPRESENT AND WARRANT THAT THE PROPOSED SOLUTION DOES NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

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 the Seeker, Enel S.p.A. and the Seeker will not have any obligation to return any materials (including, for example, drawings, photos, and prototype models) included in the Proposed Solution.

The 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 and to Enel S.p.A. the right to use the Proposed Solution and the associated IP rights for the only purpose of the evaluation of the Proposed Solutions within the Challenge. It is understood that such right of use can be sublicensed to any third party that needs it in order to evaluate the Solution. The Solver and the Seeker further agree that provisions regarding Seeker's right to use Selected Proposed Solutions in the framework of a collaboration relationship possibly established between the Solver and the Seeker will be negotiated in good faith within specific separate agreements.

You recognize that other persons, including other Solvers, may have provided the 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 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 the Seeker's use of such materials. By submitting a Proposed Solution, you understand, recognize and accept that the Seeker may already have had access to and/or created materials and ideas which may be similar or identical to your Proposed Solution in concept, theme, idea, format or other respects.

You undertake to treat as confidential and not to use any confidential information that Enel Spa, the Seeker and any Enel Group company will exchange with you within the Challenge without the prior written consent of the owner of such information. Each confidentiality obligations set in this CSA shall survive after the termination of this Challenge for a period of three (3) years.

3. 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;

- Unless otherwise disclosed in the Proposed Solution, you are the owner of the Proposed Solution and the information contained in the Proposed Solution and the use thereof by the Seeker or Wazoku of any of the rights granted by you under this CSA, does not infringe or violate any patent, copyright, trade secret, trademark or other third-party intellectual property right and no other person or entity other than you has any right, title or interest in any part of your Proposed Solution;
- No person who was engaged by you to work on the Proposed Solution in any manner has any claims for payment of any kind, including, without limitation, for royalties, has any approval or consultation rights or any rights of participation arising out of any use, exhibition or other exploitation of the Proposed Solution;
- You have the ability to provide the services, materials, or other requirements as set forth in the Proposed Solution in compliance with applicable laws.

- 4. General Conditions.** You should not register with multiple email 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.

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 the Website; or (iii) act in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner.

Participation is conditioned on providing the data required on the online registration form. Personal data will be processed in accordance with Enel (Open Innovability®)'s Privacy Policy which can be located at <https://openinnovability.enel.com/privacy/>.

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 direct any request to access, update, or correct information to Open Innovability®. Neither Open Innovability® nor Seeker is responsible for human error, theft, destruction, or damage to Proposed Solutions, or other factors beyond its reasonable control.

- 5. Reward.** The winning Proposed Solution will be rewarded with the possibility to negotiate a collaboration agreement with the Seeker. The Seeker has no obligation to select a winning Proposed Solution.

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

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ANNEX 1
Declaration of Honor

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 provided below will arise.

Declaration of honor 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) it is bankrupt or being wound up, it is having its affairs administered by the courts, it has entered into an arrangement with creditors, it has suspended business activities, it is the subject of proceedings concerning those matters, or it 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 found guilty of serious professional misconduct proven by any relevant competent court or public authority;
- 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 organization or any other illegal activity;
- f) it is not subject to a conflict of interest;
- g) it 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) it is not in violation of any of the provisions referred to in this CSA.

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