

ENEL eRFP CHALLENGE – SPECIFIC SOLVER AGREEMENT

1. PREMISES

Please Read This Carefully! You are agreeing to this Enel eRFP (electronic Request For Partners) Challenge-Specific Solver Agreement (“**CSA**”) for this particular eRFP Challenge only.

The eRFP Challenge (hereinafter the “**Challenge**”) is relevant to the following issue: easy to use systems to promptly diagnose the health condition of utility poles and supports. More details are contained in the Challenge Statement, available at <https://openinnovability.enel.com/>, which is an integral part of this CSA.

Enel Grids S.r.l., acting as the seeker for this Challenge (hereinafter the “**Seeker**”), has required that you accept these special terms, so please take the time to understand them.

Please note that this Challenge is managed in collaboration with Wazoku, Inc., the challenge program partner of Enel S.p.A.

If you click "Submit" and proceed to the Open Innovability® Portal for this Challenge, this CSA will be a valid and binding agreement for all purposes relating to this Challenge and in addition to the [Terms of Use](#) of Open Innovability® Portal, that you accept when you submit your solution (as a draft or a definitive deliverable). Please print and keep a copy of this CSA. No provisions you may have agreed to that are specific to any other challenge will apply.

2. ELIGIBILITY

The Challenge is reserved to all the legal persons which are not part of the Enel Group.

The spouses, partners and relatives up to the fourth degree (i) of the Seeker’s employees who are involved in the organization and management of the Challenge and (ii) of all the people admitted to the Open Innovability® Portal back office, are not eligible for participation in this Challenge.

Also, the spouses, partners and relatives up to the fourth degree of the employees of the Enel Group’s companies who have worked or currently work in the technical sector of HSEQ Enel Grids, O&M Enel Grids and Innovation Enel grids are not eligible for the participation in 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 any way to the Challenge or the Open Innovability® Portal and request, if necessary, any additional information by an e-mail to openinnovability-support@enel.com.

By entering this Challenge, you will be deemed to be a “**Solver**”.

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 the Challenge on the basis of its investigation.

3. SUBMISSION OF PROPOSED SOLUTION. DISQUALIFICATION

As a Solver you may submit to the Open Innovability® Portal your proposed solution ("**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 and/or the Seeker, if requested.

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

4. SELECTION OF PROPOSED SOLUTION

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 these guidelines ("**Winning Solution**").

The Winning 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.

The Solver acknowledges and agrees:

- that Wazoku, Enel S.p.A. and the Seeker are not responsible for, and has no liability for, the selection of a winning Solver, if any;
- to hold Wazoku, Enel S.p.A. and the Seeker legally harmless in regard to selection of a winning Solver, if any;
- to hold Enel S.p.A., the Seeker and Wazoku legally harmless for any advice it may provide as to the quality or suitability of submitted solutions;
- to waive any claim against Enel S.p.A., 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.

Wazoku will notify you, within sixty (60) days after the end of the time period set forth in the Challenge Statement, whether your Proposed Solution has been selected by the Seeker for an Award.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

BY SUBMITTING A PROPOSED SOLUTION, YOU UNDERTAKE TO MARK ANY CONFIDENTIAL INFORMATION, IF ANY, AS "STRICTLY CONFIDENTIAL". Enel S.p.A., the Seeker and Wazoku undertake to treat as confidential any information marked as strictly confidential by the Solver and not to disclose the Confidential Information to any third party not involved in the selection process. Therefore, you acknowledge and agree that Enel S.p.A., 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 other Enel Group's company during the selection process, solely for the evaluation of the Proposed Solutions within the Challenge.

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) shall be used only for the evaluation of the Proposed Solutions within the Challenge and will not be returned.

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).

For purpose of this CSA, “**Affiliate**” means any legal entity directly or indirectly controlling or controlled by or under direct or indirect common control with the Seeker, when “control” means the power to direct the management and policies of such legal entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

You undertake to treat as confidential any information that Enel S.p.A, 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.

ALL INTELLECTUAL PROPERTY RIGHTS, IF ANY, RELATED TO THE PROPOSED SOLUTION WILL REMAIN WITH THE SOLVER. By submitting a Proposed Solution to this Challenge, you are aware that Enel S.p.A. and the Seeker may share your Proposal with the companies of the Enel group and their suppliers **for the evaluation of the Proposed Solutions within the Challenge.**

THE SEEKER, AT ITS OWN DISCRETION AND WHERE IT IS POSSIBLE, WILL USE THE NAMES OF THE AUTHORS OF THE WINNING SOLUTION FOR COMMUNICATION PURPOSES AND IN CASE OF PRODUCTION OF PRODUCTS DERIVING FROM THE WINNING SOLUTION DEVELOPED IN THE FRAMEWORK OF 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;
- the Proposed Solution does not infringe or violate any patent, copyright, trade secret, trademark or other intellectual property rights of third parties;
- unless otherwise disclosed in the Proposed Solution, the use thereof by, Enel S.p.A. and/or the Seeker 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 thereof to Seeker, including the right for Seeker to use and develop derivative works of and from the Proposed Solution;

- 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, have no approval or consultation rights or any rights of participation arising out of any use, exhibition or other exploitation of the Proposed Solution;
 - 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.

You understand, recognize and accept that:

- Enel S.p.A., Wazoku and/or the Seeker have access to, may create or have created materials and ideas which may be similar or identical to your Proposed Solution in concept, theme, idea, format or other respects:
- Enel S.p.A., 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 the use of such materials. In the event that your entry is identical or similar to the Proposed Solution of another Solver, Enel S.p.A., 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 all Proposed Solutions and associated materials (if any) will not be returned.

6. GENERAL CONDITIONS

Data Protection.

Participation to the Challenge is conditioned on providing the data required on the online registration form on Open Innovability® Portal.

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.

Personal data will be processed in accordance with Enel (OpenInnovability®)'s Privacy Policy which can be located at <https://openinnovability.enel.com/privacy-policy>.

Please note that by registering to this Challenge your Personal Data are transferred to Wazoku, a private company located in United States Wazoku, Inc. 874 Walker Road, Suite C, Dover, DE 19904 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 Solver accesses Open Innovability® and submits a solution, ENEL S.p.A. 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 Solver. 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.

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 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 rights.

Changes to Terms and Conditions.

By submitting the Proposal, the Solver acknowledges that Enel S.p.A. may vary the terms and conditions of this CSA at any time at their sole discretion but without prejudice to the rights of the Solvers. This includes changes to dates for deadlines and events, locations or specifications of the Challenge, and/or Awards.

Any changes to this CSA will be posted on the Platform timely, therefore the Solver should regularly visit the Platform to check if any update of the CSA has been posted.

No changes can be retroactive, giving the same rights to the Solvers.

Cancellation, changes or suspension of the Challenge.

If a Solver 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 Challenge, the Seekers reserve the right to cancel, change, or suspend this Challenge. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Challenge, the Seekers reserve the right to select winners from among all eligible Proposed Solutions submitted before the Seekers had to cancel, change or suspend the Challenge. If any Solver attempts to compromise the integrity or the legitimate operation of this Challenge, or if the Seekers have reason to believe that a Solver has compromised the integrity or the legitimate operation of this Challenge by cheating, hacking, creating an internet bot or other automated program, or by committing fraud in any way, the Seekers may seek damages to

the fullest extent permitted by law. Further, any unfair Solver may be disqualified and banned from any future challenge.

The Challenge may be cancelled also if: (i) no solutions are received; (ii) the Evaluation Committee referred to in the Challenge Statement doesn't identify any Winning Solver or (iii) no Winning Solver results due to subsequent exclusion for whatever reason provided for in this CSA.

Conflict.

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

Declaration of honour.

By submitting the Proposal, the Solver, who is not an employee of the Enel Group companies, declares to be 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) 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 one of the situations of exclusion, referred to in this CSA.

Governing Law. This CSA shall be governed by and interpreted in accordance with the substantive laws of Italy, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction.