

**Challenge Regulation**  
**RE<sup>3</sup> CALL (Retail, Renewables, Resilient Grids)**  
**Please Carefully Read This Document! You are agreeing to a Regulation (the**  
**“Regulation”) for this particular Challenge only. Enel S.p.A., acting as the Challenge**  
**Owner for this Challenge, have required that you accept the following Regulation, so**  
**please take the time to understand it.**

## 1. PREMISES

The Re<sup>3</sup> Call (Retail, Renewables, Resilient Grids) is relevant to solve the following challenges/use cases:

- Resiliency, Flexibility & Operational Efficiency for Energy Systems;
- Customer experience enhancement for an active role in the energy transition;
- Shaping future sustainable energy infrastructures integrated with environment and communities.

More details are contained in the Challenges Statements, available at [Openinnovability.com](https://openinnovability.com) on the dedicated page: <https://openinnovability.enel.com/challenges/call/2026/1/innovation-resilient-energy-systems> of which this Regulation is an annex.

Enel S.p.A. acting as the Challenge Owner for this Challenge (hereinafter the “**Challenge Owner**”), has required that you accept this Regulation, so please take the time to understand it.

If you click "SEND YOUR SOLUTION PROPOSAL" and proceed to the Open Innovability<sup>®</sup> Portal for this Challenge, this Regulation 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<sup>®</sup> Portal (the “**Platform**”), that you accept when you submit your solution (as a draft or a definitive deliverable). Please print and keep a copy of this Regulation. No provisions you may have agreed to that are specific to any other challenge will apply. Participation is conditioned on providing the data required on the online registration form. Personal data will be processed in accordance with Enel Open Innovability<sup>®</sup>'s Privacy Policy which can be located at <https://openinnovability.enel.com/privacy/>

## 2. ELIGIBILITY

The Challenge is reserved exclusively to startups and SMEs (Small and Medium Enterprises) offering innovative solutions across the entire energy system value chain, from renewable generation technologies to energy storage and distribution networks, up to end-customer solutions.

For the purposes of this Regulation:

- A “startup” is a company identified as such according to the Legislative Decree no. 179/2012 as modified by Law no. 193/2024 (e.g., it has to be incorporated for less than five years, with its main office in Italy or another EU/EEA country, with a production site in Italy, whose exclusive or predominant corporate purpose is the development, production, and commercialization of innovative products or services with high technological value, etc.);
- A “SME” is any entity engaged in economic activity, regardless of legal form, which meets the thresholds set by the European Commission Recommendation 2003/361/EC and implemented by Legislative Decree no. 125/2024 (e.g., a medium-sized enterprise has fewer than 250 employees and either an annual turnover not exceeding €50 million or a balance sheet total not exceeding €43 million; small enterprises have fewer than 50 employees and turnover or balance sheet total not exceeding €10 million; micro-enterprises have fewer than 10 employees and turnover or balance sheet total not exceeding €2 million, etc.).

By entering this Challenge, any participant will be deemed to be a **"Participant"**.

Eligibility is restricted to companies. Applications from professional firms or individual natural persons (including freelancers, professionals, and students) will not be accepted.

The employees of the Challenge Owner and all its Affiliates (as defined below) are not eligible for participation in this Challenge. Furthermore, the following physical people are not eligible to participate:

- All the people 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 determined according to Italian law;
- Spouses, partners or any of their relatives up to the fourth grade (determined according to Italian law) of Challenge Owners and its Affiliates' employees who have worked or currently work in the energy sector.

It is the Participant'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](mailto:openinnovability-support@enel.com).

As a Participant you may submit to the Platform your proposed solution to the Challenge to which this Regulation relates ("**Proposed Solution**"). By proposing the Solution, the Participant represents and warrants that:

- 1) It is eligible to participate in the Challenge;
- 2) It agrees to abide by this Regulation;
- 3) All its company information ("**Participant Information**") is true, accurate, current, and complete and the Participant will update the Participant's Information to keep it true, accurate, current and complete;
- 4) All the other information contained in its Proposed Solution is true, accurate and complete;
- 5) It has viewed and accepts the privacy policy of the Platform, available at <https://openinnovability.enel.com/privacy-policy>, and undertakes to comply with EU Regulation 2016/679 ("GDPR") and any other applicable privacy legislation;
- 6) The Participant owns all the rights, including, but not limited to, all intellectual property rights, and/or has obtained any and all consents, approvals, or licenses required in order to make, submit and use the Proposed Solution in any manner consistent to this Regulation and the Participant's participation in the Challenge will not cause the violation of any third-party rights; the Challenge Owner is not requested to verify the legitimacy of the Participant's ownership rights of the Proposed Solution and any issues arising from third party claims relating to the Proposed Solution are the sole responsibility of the Participant; nonetheless, Participant accepts that the Challenge Owner reserves the right to disclose the identity of the Participant to any third party claiming that the material posted or uploaded by the Participant to the Platform constitutes a violation of their intellectual property, confidentiality and/or privacy rights. The Challenge Owner reserves the right to ask for additional evidence or documents to validate that all information supplied by the Participant is true and complete;
- 7) The Participant has not breached any laws in his/her country of residence by participating in the Challenge;
- 8) The Participant is not in a position of conflict of interest with this Challenge;
- 9) His/her Proposed Solution will be generated and developed exclusively for the Challenge and does not: (i) violate the rights — including, but not limited to, copyrights, trademark rights, patent rights, privacy rights, or other intellectual property rights — of any third party;

(ii) prominently feature any trademarks or logos; (iii) contain content that is defamatory or in violation of any law, irrelevant to the Challenge, or otherwise inappropriate, as determined by the Challenge Owner, in its sole discretion;

- 10) The Participant releases and undertakes to hold harmless the Challenge Owner, and its Affiliates (as defined by following Article), employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with the Participant's participation in this Challenge and/or the Challenge Owner's use of the Proposed Solution.

For the purpose of this Regulation, "**Affiliate**" means any legal entity directly or indirectly controlling or controlled by or under direct or indirect common control with the Challenge Owner, 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.

The Challenge Owner has the right to verify each Participant's eligibility and compliance with this Regulation, and to terminate any Participant's registration or participation in the Challenge if, based on the Challenge Owner's investigation, the Participant results non-compliant with the provisions of this Regulation.

### 3. SUBMISSION OF PROPOSED SOLUTION. DISQUALIFICATION

The Proposed Solution shall be submitted in English. The files on which the Proposed Solutions will be uploaded must have a maximum total size of 35 MB for a maximum of 5 files. In addition, by submitting your Proposed Solution, you thereby agree to provide reasonable assistance and additional information concerning your Proposed Solution to the Challenge Owner, if requested.

Participants are not allowed to post, upload, transmit, distribute, create derivative works or publish on the Platform the following materials:

- illegal, slanderous, defamatory, offensive, fraudulent, pornographic, sexually explicit, threatening material or material violating privacy or the rights of the individual;
- material which may represent, encourage or provide instructions for a crime or which may violate state, national or international laws;
- material violating third party's rights, including intellectual property rights;
- material copied or inspired by the one published by another Participant;
- material which may result in any way dangerous for minors;
- virus, malware or other hazardous files;
- material limiting the use or the fruition by any other Participants or the participation in the Challenge, or material which may expose the Challenge Owner and/or its Affiliates to any liability;
- material violating the Regulation, any other document and/or guideline published on the Platform, and/or applicable law;
- AI systems non-compliant with Regulation (EU) 2024/1689 (AI Regulation) and any other applicable European Union or Italian laws regarding artificial intelligence.

The Challenge Owner reserves the right to immediately disqualify the Participant if, at the Challenge Owner's sole discretion, the Participant: (i) does not in comply with the Terms of Use of Open Innovability<sup>®</sup> and/or with this Regulation, (ii) tamper with the submission process, the Challenge, or the Open Innovability<sup>®</sup> Portal; or (iii) act in an uncooperative, unsportsmanlike, disruptive, abusive,

or threatening manner.

#### 4. EVALUATION OF PROPOSED SOLUTION

The Participants will have until April 30, 2026, to submit the Proposed Solution on the Enel Open Innovability® Portal with a general description of how the Proposed Solution is structured (in terms of scope, type of materials needed for realization, list of plant parameters to evaluate, used algorithms).

The Challenge Owner has the right to extend the closing of this phase and to announce such an extension. The implementation of such time extension will be communicated by any means that the Challenge Owner will deem appropriate from time to time (e.g., by publishing it on the Open Innovability® Portal, by email to the Participants, etc.) and does not require any modification of this Regulation. Also, the Challenge Owner has the right to withdraw the Challenge at its sole discretion at any time, without the need for prior notice and without giving rise to any right of the Participants to any compensation, reimbursement, or expenses for any reason whatsoever.

The Proposed Solutions will be assessed by the Challenge Owner considering the Solution's required features and characteristics set out in the Solution Requirements described in Challenge Statement, on the basis of the criteria below:

- The overall **technical feasibility** of the proposed solution
- The **completeness** of the proposal's description
- Innovativeness and creativity
- The **maturity level of the proposal** (TRL>7)
- The **adoption potential**: scalability (ability to be deployed at large scale and across different contexts) and **user acceptance** (Ease of use and likelihood of adoption by operators/customers)
- The user's capabilities and related **experience**
- **Environmental, Social and economic sustainability.**

The Challenge Owner's evaluation team, which may include also personnel from Challenge Owner's Affiliates, will evaluate each Proposed Solution, getting in touch with the Participants if additional information is needed.

The Participants who submitted the best Proposed Solutions may be invited to participate at Pitch Day to present their Proposed Solution to Challenge Owner commission. The final evaluation will determine the "**Winning Solution**" that best suites the requirements. At the end of the assessment, the Participants will receive feedback by the Challenge Owner via email (or by any other means that the Challenge owner will deem appropriate from time to time).

The Participant who submitted the Winning Solution will be rewarded with the possibility to ("**Award**") receive one or more of the following:

- Dedicated mentorship with Challenge Owner or its Affiliates;
- Involvement in Enel's Open Innovation ecosystem;
- Possibility of collaborating with the Challenge Owner and its Affiliates for the development of a Proof of Concept (leveraging on Catania Innovation Lab facility);

The Challenge Owner has absolute and sole discretion to determine whether to accept any Proposed Solution, and whether to make an Award, multiple Awards or no Award at all.

The Participant acknowledges and agrees:

- That the Challenge Owner is not responsible for, and has no liability for, the selection of a winning Participant, if any;
- To hold the Challenge Owner legally harmless in regard to the selection of a winning Participant, if any;
- To hold Challenge Owner legally harmless for any advice it may provide as to the quality or

suitability of submitted solutions;

- To waive any claim against Challenge Owner for Participant's failure to win an award.

Meeting the Challenge Statement's guidelines does not automatically mean that the Proposed Solution will be accepted by the Challenge Owner.

## 5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

**BY SUBMITTING A PROPOSED SOLUTION, YOU UNDERTAKE TO MARK ANY CONFIDENTIAL INFORMATION, IF ANY, AS "STRICTLY CONFIDENTIAL".** The Challenge Owner undertakes to treat as confidential any information marked as "strictly confidential" by the Participant and to not disclose such confidential information to any third party not involved in the selection and evaluation process of the Proposed Solutions for all the duration of the Challenge and for one (1) year after its termination. Therefore, you acknowledge and agree that the Challenge Owner 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 its Affiliates 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.

Participants undertake to treat as confidential any information that Enel S.p.A, the Challenge Owner, and any other Enel Group company will exchange with Participant within this Challenge.

**This Regulation does not imply the transfer of any intellectual property rights related to the Proposed Solution from the Participants.**

For sake of clarity Enel S.p.A. may share the Proposed Solution with all other companies of the Enel Group, meaning any Affiliate of Enel S.p.A., for the evaluation of the Proposed Solutions within the Challenge.

PARTICIPANTS ACCEPT THAT THE CHALLENGE OWNER, AT ITS OWN DISCRETION AND WHERE IT IS POSSIBLE, MAY USE THE NAMES OF THE AUTHORS AND THE TITLES AND MAIN IMAGES OF THE WINNING SOLUTIONS FOR COMMUNICATION PURPOSES.

By submitting the Proposed Solution, the Participants represent and warrant that:

- Proposed Solution is an original work made by the Participants, and the Participants have not included third-party content (such as writing, text, graphics, artwork, logos, photographs, musical recordings, clips of videos, television programs or motion pictures) in or in connection with the Proposed Solution, unless the Participants have either obtained the rights to use such third-party content, or such content is considered in the public domain without any limitations on use;
- no natural or legal person other than the Participants has any right, title or interest in any part of the Proposed Solution;
- the Proposed Solution does not infringe any patent, copyright, trade secret, trademark or other intellectual property rights of third parties;
- the use of the Proposed Solution by Enel S.p.A. and/or its Affiliates does not and will not infringe or violate any rights of any third party, including, without limitation, patent, copyright, trademark, trade secret and personal data;
- Participants have all the rights, licenses, permissions and consents necessary to submit the Proposed Solutions and to grant all of the rights thereof to the Challenge Owner and/or its Affiliates as provided by this Regulation.

You undertake to treat as confidential any information that the Challenge Owner and its Affiliates will exchange with you within this Challenge.

Each confidentiality obligation set forth in this Regulation as per Challenge Owner's and its Affiliates' confidential information, shall be effective for all the duration of the Challenge and survive after the termination of this Challenge for five (5) years, with the sole exception of information constituting Challenge Owners trade secrets, for which confidentiality obligations shall last without term.

By entering this Regulation, the Participants agree that the Proposed Solution and associated materials (if any) will not be returned.

## **ALL INTELLECTUAL PROPERTY RIGHTS, IF ANY, RELATED TO THE PROPOSED SOLUTION WILL REMAIN WITH THE PARTICIPANT.**

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

## **6. GENERAL CONDITIONS**

**6.1 Data Protection.** Participation in the Challenge is conditioned on providing the data required on the online registration form on Open Innovability® Portal.

Participants 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 Open Innovability®'s Privacy Policy which can be located at <https://openinnovability.enel.com/privacy-policy>.

When the Participant accesses Open Innovability® and submits a solution, the Challenge Owner and its 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. The Challenge Owner will transfer only Personal Data necessary to perform the contract or necessary for pre-contractual measures to allow you to participate to the Challenge.

**6.2 Conflict.** In the case of any conflict between the terms of this Regulation and the Terms of Use, this Regulation prevails.

**6.3 Declaration of honor.** By submitting the Proposed Solution, the Participant declares that he/she is not in one of the following situations:

- a) He/she is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended its 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) He/she or persons having powers of representation, decision making or control over

- him/her have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- c) He/she has been found guilty of serious professional misconduct proven by any competent court or public authority;
  - d) He/she is not in compliance with his/her 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 resident or with those of the country of the Challenge Owner or those of the country where the Challenge is to be performed;
  - e) He/she or persons having powers of representation, decision making or control over him/her 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) He/she is subject to a conflict of interest;
  - g) He/she has made false declarations in supplying the information required, as a condition of participation in the Challenge or does not supply this information;
  - h) He/she is in one of the situations of exclusion, referred to in this Regulation.

The Participant undertakes to inform the Challenge Owner immediately if between the date of submission and the end of the evaluation process, any of the reasons for exclusion of conflict of interest arise.

**6.4 Ethic Clause.** The Challenge Owner reminds all Participants that Enel Group has adopted and adheres to the principles set out in the Code of Ethics, Zero Tolerance for Corruption Plan and in the Global Compliance program of the Enel Group, which currently may be found at <http://www.enel.com>.

Participants hereby acknowledge the Code of Ethics of the Enel Group as binding and confirm to adhere to it. Participants also acknowledge that Enel S.p.A. has approved the Enel Global Compliance Program, which was drafted taking into account the main international conventions against corruption (i.e. Bribery Act; Foreign Corrupt Practice Act etc.) and which shall be adopted by all non-Italian subsidiaries of the Enel Group.

The Challenge Owner reserves the right to reject any Proposed Solution that does not comply with the abovementioned requirements. If the Challenge is won by a Participant not meeting the cited requirements, such Participant will lose the right to the Award.

**6.5 Changes to this Regulation.** By submitting the Proposed Solution, the Participants acknowledge that the Challenge Owner may vary this Regulation at any time at its sole discretion. This includes changes to dates for deadlines and events, locations, or specifications of the Challenge.

Any changes to this Regulation will be posted on the Platform.

Participants should regularly visit the Platform to check if any update of the Regulation has been posted.

**6.6 Costs.** Any cost relevant to participation to the Challenge shall be exclusively borne by the Participants.

**6.7 Limitation of liability.** In accordance with the provisions of Art. 14 Terms of Use, the Challenge Owner and its Affiliates are not liable for any possible deficiencies of the Platform. Furthermore, the Challenge Owner and its Affiliates are not responsible for problems regarding computers, networks or any other reasons that may lead to lost, damaged and/or late entries.

**6.8 Governing Law and Dispute resolution.** This Regulation and the overall participation to the Challenge is governed by the Italian Law. In accordance with the provisions of Art. 15 Terms of Use, any dispute, controversy or claim arising out of or relating to this Regulation (including any question regarding its existence, validity or termination) shall be settled by the Civil Court of Rome.

