

Enel Grids. - Grid resilience for extreme weather events -- Challenge Regulation

1. Introduction

Enel Grids. (hereinafter “**EGRIDS**” or **The Seeker**) is looking for the estimation of the resilience index for the electrical networks over the next 10-years horizon, taking into account these three parameters: electricity flows increase and consequent network overload according to international scenarios (IEA, BNEF, ecc.), grids’ aging and intensification of local extreme weather events. The outcome of this study will be used as new input to the formula described above for the calculation of the Resilience Index.

In order to scout such innovative solutions, EGRIDS, launched on Enel Group Open Innovability® platform [www.openinnovability.enel.com] an open Challenge (hereinafter the “**Challenge**”).

2. Description of the Challenge

The Challenge is relevant to the following issue: **Grid resilience for extreme weather events**

3. Definition of Submission

The applicant who takes part to this Challenge (hereinafter the “**Applicant**” or “**The Solver**”) will submit the solution through ENEL Group Open Innovability® platform [www.openinnovability.enel.com] (hereinafter the “**Platform**”) related to the issue described in paragraph 2 (hereinafter the “**Proposal**”).

4. Eligibility of Applicants

The Challenge is reserved to University, research centers, researchers, PHDs located in any country.

Eligibility will not be granted to people involved in the organization and management of the Challenge or admitted to the Open Innovability® Portal back office, nor to their spouses or partners and their relatives up to the fourth degree determined according to Italian law. By applying to the Challenge, you represent and warrant that:

- 1) You are eligible to participate in the Challenge; With regard to the eligibility criterion requesting the absence of any lien of kinship or marriage with the people involved in the organization and evaluation process of the Challenge, it is Your responsibility to verify with the members of Your kinship or spouse (whether any of them is connected in anyway with the Challenge and request (by e-mail to openinnovability-support@enel.com), if necessary, any additional information to EGRIDS to fulfill such obligation;
- 2) All the information contained in Your Proposal is true, accurate and complete;
- 3) You have viewed and accept the Privacy Policy of the Enel Open Innovability® platform;
- 4) Unless otherwise disclosed in the Proposed Solution, you are the owner or have sufficient rights over the Proposed Solution, and the information contained in the Proposed Solution does not infringe or violate any patent, copyright, trade secret, trademark or other third-party intellectual property right and/or neither contains content that is defamatory or in violation of

any law, irrelevant to the Challenge, or otherwise inappropriate, as determined by EGRIDS, in its sole discretion;

EGRIDS reserves the right to ask for additional evidence or documents to validate that all information supplied by applicants is true and complete;

If EGRIDS has reason to believe that the Applicant may violate any of those policies, EGRIDS reserves the right to prohibit the participation in the Challenge or withheld the reward at any time.

7) You haven't breached any laws in your country of residence regarding the legality of entering the Challenge;

8) You are not in a position of conflict of interest with the Challenge;

9) You release and undertake to hold harmless EGRIDS and its subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Challenge.

EGRIDS informs that Enel Group in managing the business activities and the relationships refers to the principles contained in its Code of Ethics, in the Zero Tolerance Plan against the corruption and in the Compliance Program pursuant to Italian Legislative Decree 231/2001 (available at www.enel.com).

EGRIDS reserves the right to reject any Proposal that does not comply with these Regulation.

5. Application

Proposals will be submitted exclusively online through the Enel Group Open Innovability® platform [www.openinnovability.enel.com] and shall be exclusively in English. Proposals submitted by any other means will not be considered. Proposals will be submitted in a single stage, by submitting an online Proposal, which will include:

1) Information about the Applicant;

2) Information about the Proposals;

3) A list, which shall specify all rights of ownership and use in the pre-existing intellectual property rights.

4) Possibility to upload documents for a maximum of 5 files.

Applicants are strongly recommended to do not 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.

7. Phases and deadlines

The Challenge is structured in the following steps:

Phase 1 – Submission

It will be possible to submit Proposals on the Enel Group Open Innovability® platform [www.openinnovability.enel.com] from July 25th 2022 to September 25th 2022.

Applicants must accept these Regulations, the Terms of Use and Privacy Policy of the Open Innovability® platform, as well as declare under their own responsibility the ownership or right of usage of any intellectual property rights involved in the proposal.

In case of conflict between the present Regulation and the Terms of Use this Regulation will prevail

Communication to participants: after a formally valid submission, the applicants will receive a confirmation by email.

Phase 2 – Evaluation

EGRIDS, availing itself of both internal and external resources, as deemed fit, will evaluate the Proposals, from September 26th 2022. The Proposals will be evaluated based on the criteria below according to the unquestionable judgment of EGRIDS

- Presentation of the Proposal: Completeness and clarity of the material
- Business Potential: Relevance of the technology proposed to generate revenue and/or economic value (including possible IPRs)
- Technical feasibility and potential: the proposed technological solution can be realized/used and has a high level of quality and distinctiveness
- Economics: Accuracy and credibility of the costs/benefit analysis
- Innovation level: level of innovation of the idea proposed with the other solutions already used in EGRIDS.
- Applicant credibility: experience in technology or industry, educational qualifications, credentials, team composition (if the proposal is subscribed by a group)

The Proposals lacking major elements for their proper evaluation or manifestly unsubstantiated will be discarded.

Communication to participants: Specific communication will be sent to the winner and to the unselected applicants.

Phase 3 –Winner Announcement

EGRIDS will contact the winner asking for some additional information in view of reward which will be made to the winner by EGRIDS within approximately 120 days after the completion by EGRIDS of the Enel Group's verification procedures and the submission by the Applicant of the required declarations. The reward is conditioned upon the winner's cooperation with EGRIDS's verification procedures.

After the communication to the winner, EGRIDS will publish the name and the details of the winner of each issue with a description of their Proposal and the reasons for their choice on the Open Innovability® platform, EGRIDS website and Enel Group's social channels (Facebook, LinkedIn and twitter).

8. Award and Payments

EGRIDS will recognize to the applicant selected as winner of the Challenge an amount of 10.000 Euros (the "**Award**").

EGRIDS has absolute and sole discretion over the awarding of prize. EGRIDS reserves the right to close the challenge without awarding any prizes.

Unless explicitly differently indicated, the Award is expressed and awarded in Euros.

You undertake to arrange and send to EGRIDS all documents required to receive the Award, in particular:

- all the textual documents in .pdf and editable format (.doc or similar);
- all the technical drawings in .pdf and editable format (.dwg or similar);
- all the rendering in .pdf and editable format.

EGRIDS will pay the Award via bank transfer within 120 days from the signature of the IPR Agreement (as defined below).

The payment term is not essential and is subject to the receipt of all the documentation required by EGRIDS or other companies of the Enel Group from you.

Before the payment of the Award, you pledge henceforth to subscribe a private treaty with EGRIDS, for the permanent transfer of the economic exploitation right related to the Proposal ("IPRs Agreement"), as better specified in article 9 below. You agree that the payment of the Award will be conditional on the conclusion of the abovementioned agreement.

You also pledge to provide the materials used for the development of the winning Proposal (including, but not limited to, blueprint, technical drawing, CAD files, etc.).

The payment of the Award by EGRIDS is conditioned to the positive assessment of the internal control procedures on Enel Group counterparts.

9. 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. The Seeker, 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). If the Proposed Solution is evaluated as the Winning Solution, the Solver undertakes to irrevocably assign to the Seeker – upon payment of the Award – the ownership and any and all intellectual property rights related to the Proposed Solution. The Winning Solver is obliged to sign a separate written agreement (“**IPRs Agreement**”) with the Seeker for the permanent transfer of ownership and any and all intellectual property rights, included the economic exploitation rights related to the Winning Solution.

The signature of the IPRs Agreement by the Seeker will be conditioned to the positive assessment of the Solver to the internal control procedures on Enel Group counterparts. The Seeker will pay the Award to the Winning Applicants only after the signature of the IPR Agreement by both Parties.

If the assignment of all or some intellectual property rights on the Winning Solution is not possible, the Solver undertakes to irrevocably grant an exclusive, perpetual, irrevocable, sublicensable and worldwide license to the Seeker for the use of the Winning Solution. In such case, the Winning Solver is obliged to sign a separate written license agreement (“**License Agreement**”) with the Seeker for the use (including the right to modify and/or make derivative works) and for commercial exploitation of the Winning Solution. The signature of the License Agreement by the Seeker will be conditioned to the positive assessment of the Solver to the internal control procedures on Enel Group counterparts. The Seeker will pay the award to the Winning Applicants only after the signature of the License Agreement by both Parties.

BY SUBMITTING A PROPOSED SOLUTION YOU UNDERTAKE TO MARK ANY CONFIDENTIAL INFORMATION, IF ANY, AS “STRICTLY CONFIDENTIAL”. Enel SpA (Open Innovability®) and the Seeker 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 Enel SpA (Open Innovability®) and/or the Seeker, or the exercise by 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:
 - i. 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;
 - ii. 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;
 - iii. 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
 - iv. 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®) 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®) 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®), and/or the Seeker's use of such materials. In the event that your Proposed Solution is identical or similar to the Proposed Solution of another Solver, Enel SpA (Open Innovability®), and/or the Seeker reserve the right, at their sole discretion, to either score one Proposed Solution higher than the other subject to the Challenge Statement guidelines.

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.

10. Changes to Regulations

By submitting the Proposals, Applicants acknowledge and accept that could vary these Regulation at any time. This includes changes to dates for deadlines and events, locations or specifications of the Challenge.

EGRIDS will post any change to these Regulation on the Challenge platform [www.openinnovability.enel.com]. Applicants should regularly visit the Open Innovability® Challenge platform to check if any update of the Regulation has been posted.

11. Conflict

In the case of any conflict between the terms of these Regulations and the Terms of Usage of the Open Innovability® platform, these Regulations shall prevail

12. Cancellation, changes or suspension of the Challenge in case of irregularities in the Challenge

If someone 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, EGRIDS reserves 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, reserves the right to select winner from among all eligible entries received before EGRIDS had to cancel, change or suspend the Challenge. If any Applicant or member of a team attempts to compromise the integrity or the legitimate operation of this Challenge, or if EGRIDS has reasons to believe that an Applicant or member of a team have 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, EGRIDS may seek damages to the fullest extent permitted by law. Further, EGRIDS may disqualify and ban any unfair participant from any future Challenge.

13. Costs and taxes

Any cost and tax relevant to the participation to the Challenge or the receipt of reward shall be exclusively borne by the Applicants. Applicants are requested to check the applicable costs, duties and taxes according to the laws of the jurisdiction where they reside or where are otherwise obliged to pay taxes.

14. Limitation of liability

In addition to any other limitation of liability contained in these Regulations, is not liable for possible deficiencies of the platform. EGRIDS is not responsible for problems regarding computers, networks or any other reasons that may lead to lost, damaged or late entries.

15. Future collaborations

Winning the Challenge does not give any other right than receiving the reward.

16. Governing law and jurisdiction

The Challenge is ruled by Italian law. Any disputes shall be exclusively set by the Courts of Rome.

17. Declaration of Honour

By submitting the Proposal, the Applicant confirms that he has read and understood the “Declaration of Honour” on exclusion criteria and absence of conflict of interests attached in Annex 1 to the present CTC.

ANNEX 1 Declaration of Honour

I undertake to inform EGRIDS 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

The undersigned Applicant 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) bankrupt, being wound up, having affairs administered by the courts, entered into an arrangement with creditors, suspended business activities, subject to any other similar proceedings or similar procedure provided for in national legislation or regulations;
- b) convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- c) guilty of grave professional misconduct;
- d) in breach of social security or tax obligations 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) committed fraud, corruption, involved in a criminal organization or any other illegal activity;
- f) subject to a conflict of interest;
- g) made false declarations in supplying the information required, as a condition of participation in the challenge or has not failed to supply this information.

