



1. SCOPE	2
2. DEFINITIONS	2
3. LANGUAGE	2
4. PRICES	2
5. INVOICING AND PAYMENT TERMS.....	2
6. TAXES	3
7. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING.....	3
8. ASSIGNMENT OF RIGHTS AND RECEIVABLES	4
9. THE CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES	4
10. WITHDRAWAL	4
11. TERMINATION	4
12. INTELLECTUAL PROPERTY	4
13. PROCESSING OF PERSONAL DATA.....	5
14. CONFIDENTIALITY	5
15. VENDOR RATING	6
16. CODE OF ETHICS.....	6
17. FULFILLMENT OF ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING STANDARDS	8
18. GLOBAL COMPACT	8
19. GOVERNING LAW	8
20. LICENSE TO USE	8
21. CLOUD SERVICES	9
22. ENEL'S RIGHT OF AUDIT.....	9
23. SUSPENSION	9
24. LABOR LAW OBLIGATIONS	10



1. SCOPE

1.1. This document (hereinafter, "**General Conditions**") shall apply to the contracts the acquisition of Software, Cloud Services and Software and Cloud Maintenance/Support Services governed by Colombian law and entered into by and between the Enel Group companies and their contractors.

1.2. The Contract shall not be renewed automatically nor shall be subject to tacit extensions.

2. DEFINITIONS

2.1. The following definitions, among others, apply to this document:

- **ENEL GROUP AND ENEL'S SUBSIDIARIES** (hereinafter, "**Enel Group**"):

1. In addition to (i) companies where Enel S.p.A. holds the majority of voting rights within the general shareholders' meeting; (ii) companies where Enel S.p.A. holds sufficient voting rights to exercise a dominant influence within the general shareholders' meeting, also the following entities shall be considered as subsidiaries:

- a) Italian or non-Italian companies on which Enel S.p.A. has sufficient voting rights, by virtue of a contract or a clause in its bylaws, to exert a dominant influence, provided that the applicable law respects such contract or clause;
- b) Italian or non-Italian companies on which Enel S.p.A. has sufficient voting rights to exercise a dominant influence on the general meeting of shareholders, in accordance with an agreement concluded with other shareholders.

2. The interpretation of paragraph 1 above shall take into account all the voting rights held by its subsidiaries or exercised by trusts or other entities established or set up for this purpose, without considering the voting rights held by third parties.

3. LANGUAGE

3.1. The original version of this document shall be the one drawn up in Spanish.

3.2. In case of any conflict between the original version of this document, drawn up in Spanish, and the translations into other languages, the original Spanish version shall prevail.

4. PRICES

4.1. The Contract price represents the entire consideration agreed to cover the costs of products and Services. This includes all the items required for the full performance of the contract, and all the goods, services or works that the Contractor should provide or perform, including all the costs or expenses that may be required, except for the Services and the items expressly excluded and the relevant taxes, in accordance with the applicable law.

4.2. All the prices shall be detailed in the Contract in the form specified therein.

4.3. Unless otherwise provided by the Contract, the prices are fixed and constant and may not be modified throughout the term of the Contract.

5. INVOICING AND PAYMENT TERMS

5.1 Invoicing

5.1.1. The invoices shall be valid and accepted by Enel if they include all the information required by the Contract and the applicable regulations, provided that the contractual activities related to the Services have been properly performed.

5.1.2. Any invoice not specifying the relevant Contract number shall not be accepted nor taken into account for the calculation of the date of receipt.

5.1.3. Even if the Contract provides that the invoice payment may be made with different currencies, each invoice may be issued in a single currency.

5.1.4. Within the same invoice, the following categories shall be separated:

- Any work contracted as a complement to what has been agreed in the Contract.

- Increases already invoiced by applying the readjustment formula set out in the Contract. In this case, the supporting documents for the values of the rates applied and the detail of the relevant readjustment formula shall be provided.

5.1.5. Enel may return to the Contractor any invoice:

- that does not report any information or data required by the Contract terms and/or the applicable law;


- containing items not accepted by Enel;

- issued in a currency other than that specified in the Contract

5.1.6. Except as otherwise agreed by the Parties, all the invoices and the attached mandatory specifications shall be sent to the address specified in the Contract

5.1.7. Invoicing may be made as follows:

CONTRACT CONDITIONS SW & Cloud Colombia
valid as of 10/07/2019

	CONTRACT CONDITIONS SW & Cloud COLOMBIA	Page 3
---	--	--------

A. By Enel's IT systems (Procurement Portal):

The Contractor, under the terms and conditions specified in the Contract, and after obtaining Enel's approval to invoice, shall issue the relevant invoices (the invoices shall include the data relating to the quantities delivered and/or the Services provided corresponding to the amounts invoiced).

After receiving the authorization to invoice by Enel and in accordance with the contractual arrangements, the Contractor shall send the invoices with the data required by the applicable law, using the IT systems (e.g. EDI) which ensure the authenticity and the integrity of the information specified therein.

Pursuant to the regulations on e-invoicing, the Contractor may send to Enel the invoices created in an electronic format. This would ensure the integrity of the data and the unequivocal assignment of the document to the issuer.

B. Without using IT systems

Where the electronic systems are not available and/or electronic submission and electronic invoicing are not permitted by the applicable law, the Contractor, in accordance with the terms and conditions under the Contract, after obtaining the authorizations required to invoice from Enel (the invoices shall include the data relating to the quantities delivered and/or the Services provided corresponding to the amounts invoiced), shall issue the relevant invoices and send the original copies to the invoicing addresses specified in the Contract.

5.2. Payment terms

5.2.1. All payments shall be made by Enel by bank transfer, in the manner and within the time limits set out in the Contract.

5.2.2. To this purpose, the Contractor undertakes to notify its full bank details to Enel.

5.2.3. The Contractor has the obligation to promptly report to Enel any change to its fiscal and general data (such as: VAT number, address, company name, etc.) or changes in ownership or in the company's shareholder component.

5.2.4. Failure to communicate the above information may result in the suspension of payments of the invoices containing outdated information.

5.2.5. All payments made prior to the signing of the final settlement document, in accordance with the provisions of the Contract, shall be deemed advance payments on the final price. In the event of no performance bond, the Contractor shall deliver to Enel, simultaneously with each of the possible payments, a financial guarantee, complying with the requirements of these General Terms and Conditions, guaranteeing such payments.

5.2.6. The invoices shall be paid, prior to Enel's agreement on the fulfillment of the contractual conditions, in the term indicated in each case, and in the absence of this, on the first day of mass payment after ninety (90) calendar days following the date of entry in the General Registry of Enel, or the date according to the invoice, whichever is later than the date of entry in the General Register of Enel.

6. TAXES

6.1. Enel shall withhold any applicable amount in accordance with the taxes and contributions (with tax effect) applicable in the country of residence of the Contractor and/or under any other legislation governing the Contract.

6.2. The Parties mutually undertake to comply with all the procedures set out by law, to fulfill their obligations, to handle the administrative formalities and deliver all the documents required for the correct settlement of taxes, including the withholdings and other obligations applicable to the Contractor.

6.3. Likewise, the Parties undertake to cooperate in obtaining any exemption and fiscal benefit applicable to the Contract.

6.4. In the event that, due to the lack of diligence or any other cause attributable to the Contractor, Enel lost the right to a tax benefit, the amount of such benefit may be deducted from the amount due to the Contractor.

6.5. Where there is an agreement in force to avoid double taxation between the country of residence of the Contractor and the country of residence of the companies of the Enel Group, and where the Contractor appeals to the application of any provision thereof, the Contractor shall provide Enel with the relevant certificate of tax residence (or any other statement or certificate required for the application of the agreement to avoid double taxation) in order to assess the nature of the income according to the treaty against double taxation. The Contractor shall consider the current interpretation of the country where the companies of the Enel Group are located. This certificate is originally valid for one year, unless the laws of the country where the companies of the Enel Group are located establish a shorter period. In any case, upon expiration of the certificate, the Contractor shall provide another valid certificate.


6.6. The Contractor shall pay all taxes, duties and costs arising from the taxes stipulated in this Contract, except for those borne by Enel according to law.

6.7. Where Enel is required to make cancellations in payments due to the Contractor, at the request of the latter, Enel will prepare a certificate that demonstrates the sums paid and taxes deducted.

6.8. If Enel applies any deduction to the payments due to the Contractor, and upon the Contractor's request, Enel shall provide a certificate attesting the deductions applied, specifying the amounts paid and withheld.

7. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING

7.1. Under no circumstances may a contractual relationship be inferred between the subcontractors or assignee and Enel, and the Contractor shall always be liable for all the activities of such subcontractors or assignees, and for the fulfillment of their contractual,

	CONTRACT CONDITIONS SW & Cloud COLOMBIA	Page 4
---	--	--------

legal and tax obligations arising from the performance of the works, as well as for any damage caused to Enel by any of its subcontractors or assignees, agents, consultants and workers.

7.2. Enel shall not be liable before any subcontractor or assignee, nor before their personnel, for any claim directly or indirectly arising in relation to the Contract; therefore, the Contractor undertakes before Enel to make all possible efforts to avoid the submission and/or processing of these claims. Accordingly, the Contractor shall be liable before Enel and shall indemnify Enel from and against any judicial or extra-judicial action or proceedings initiated against Enel by any subcontractor or assignee, or their personnel. Such indemnification shall cover both the amount payable by Enel and the expenses or costs of any nature incurred by Enel in connection to such claim. Any failure by the Contractor to comply with the provisions of this section shall be considered as a material breach, and shall entitle Enel to terminate the Contract for breach of the Contractor, without prejudice to any other legal remedy available to Enel .

7.3. In case of assignment or subcontracting of the Contract, the Contractor undertakes to obtain prior express acceptance in writing from the subcontractor or assignee of any obligation that may arise for them before Enel under any contractual, legal, labor, confidentiality and safety term, and Enel shall receive the relevant supporting documentation.

8. ASSIGNMENT OF RIGHTS AND RECEIVABLES

8.1. Enel may, with the sole requirement of notifying the Contractor, assign its collection rights or payment obligations arising from the Contract to any other Enel subsidiary company.

9. THE CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES

9.1. Nothing in the Contract shall exclude or limit the Contractor's liability for:

- gross negligence of willful misconduct;
- any liability related to fines and penalties resulting from claims for compensation by the subject suffering the damage or loss due to a violation by the Contractor of the regulations on personal data protection applicable to the Contractor in its quality as Data Processor;
- in case violation of the intellectual property;
- in case violation of the confidentiality obligations.

10. WITHDRAWAL

10.1. The Contractor may not withdraw from the Contract, unless otherwise expressly specified by the Contract. Therefore, by way of example and not as a limitation, any divergent provision included in the Contractor's documents, including the Contract Term and Conditions, shall not apply, unless Enel has expressly accepted them in writing.

11. TERMINATION

11.1. Enel may terminate the Contract according to the applicable law and/or in all the circumstances set out in the Contract and/or if there is a cause that prevents or significantly affects the proper performance of the contractual Services. By way of example and not as a limitation, Enel may terminate the Contract in the following cases:


- acts, omissions, behaviors or situations related to the Contractor which may pose a risk to Enel's reputation and reduce Enel's confidence in the Contractor's honesty and integrity as well as its reliability with regard to the performance of the activities in compliance with the Contract provisions.

11.2. In the cases above, Enel may require the Contractor the due compliance within a period of at least 15 days. After the expiration of such period, Enel may terminate the Contract, notwithstanding the right to collect the applicable penalties; of claiming compensation for any damage or loss suffered or of suspending any payment due to the Contractor.

12. INTELLECTUAL PROPERTY

12.1. The Contractor shall guarantee Enel that the use of the Software and of the Services does not violate any third-party intellectual property right. The Contractor, at its own expense, shall defend Enel from any claim or demand brought against Enel, and undertakes to indemnify Enel from any loss, damage, liability, fee, cost or expense suffered or incurred (including, without limitation, professional and attorneys' fees reasonably incurred), whether judicial or extrajudicial, ("Claim"), arising from the use of the Software and/or the Services (in the form provided by the Contractor to Enel) which infringe third parties intellectual property rights, provided that Enel:

- properly notifies the Claim to the Contractor;
- grants the Contractor the exclusive control to defend and make the relevant agreements in relation to the Claim, (except if (i) the agreements reasonably requires an obligation or entails any type of liability by Enel, in which case the Contractor shall require Enel's prior written approval, and (ii) the Contractor and Enel agree the joint defense of the Claim); and

	CONTRACT CONDITIONS SW & Cloud COLOMBIA	Page 5
---	--	--------

- provides reasonable support upon Contractor's request, at the Contractor's costs and expenses, in relation to the management, advice, defense and settlement of the Claim.

13. PROCESSING OF PERSONAL DATA

13.1. Pursuant to Law 1581 of 2012, where the Contractor in the performance of the Contract should access to personal data and such data should be processed or managed by the Contractor, directly or on behalf of Enel, the Contractor represents and warrants:


- That the processing of the data shall be carried out in compliance with the applicable law, as well as with the criteria, requirements and specifications set out in the Contract or with the instructions provided by Enel .
- That in case of receipt of personal data by any means, the Contractor undertakes to obtain the relevant authorization by the data subject and to properly notify the purpose for which the information shall be used. The Contractor shall keep evidence of this authorization.
- That the personal data to which it has access shall not be deployed or used for a purpose other than that specified in the contract, nor to a processing different from that for which the data subject provided his/her consent.
- That it shall process the claims and complaints lodged by the data subjects according to the terms specified by the applicable law.
- That it shall update, rectify or erase the data of the data subjects according to the terms specified by the applicable law.
- That it shall update the information of the data subjects provided by Enel within five (5) working days after its receipt.
- That it shall adopt an internal manual on the policies and procedures to ensure suitable attention to the claims and complaints lodged by the data subjects.
- That it shall refrain from disclosing any information subject to a dispute with the data subject and whose block has been ordered by a competent authority.
- That it shall return to Enel the personal data processed, within fifteen (15) calendar days from the completion date of the contract, which shall be certified by the legal representative of the Contractor.
- That it shall destroy any document, format or copy of the personal data processed under the Contract whose return was impossible. However, the Contractor shall not destroy the data if any legal provision requiring their retention exists, in which case the Parties shall retain, properly locked, such data, and this shall be certified by the legal representative of the Contractor.
- That it shall not disclose, nor transfer to other natural or legal persons, the personal data received within the framework of the legal relationship and shall keep them confidential in relation to the processing authorized.
- That it shall implement, in the processing of the data provided, all the suitable technical and organizational measures required by the applicable law, in order to ensure the security of the personal data and to prevent their alteration, loss, unauthorized access or processing, taking into account the state of technology, the nature of the data stored and the relevant risks to which they are exposed, regardless if they are due to human action, the physical or natural means. The measures shall include, without limitation, hardware, software, recovery procedures, backup copies and digital or hard-copy information extracted from personal data.
- That it shall undertake to keep the authorization for the management, processing and transfer of the personal data of each of its employees and workers in order to assess the compliance of labor law, social security, occupational risks prevention obligations as well as any other obligation set out in the Contract.
- That if any transfer of data at international level is required for the performance of the Services, the Contractor undertakes to inform Enel , with proper advance to allow Enel to apply for the relevant authorizations, without which the Contractor shall not perform any transfer.

13.2. Without prejudice to the provisions of the points above, if the Contractor subcontracts some activities to third parties, which shall imply that such third parties may access the personal data referred to in this paragraph, the Contractor acknowledges that, prior to it, a Contract is signed with the third party, for which the latter expressly agrees to undertake the responsibility for the proper processing of the personal data, with the same provisions as those set out in this section, as well as the performance of all those obligations arising from the data protection regulations.

13.3. The Contractor undertakes to indemnify Enel against any claim submitted, to the extent that such claim is based on the violation by the Contractor of the provisions of this paragraph or the legal provisions governing the matter.

14. CONFIDENTIALITY

14.1. Any information made available by the Parties (orally, in writing, electronically or in any other format) for the purposes and/or throughout the term of the Contract, as well as any other information, know-how (regardless of how they were gathered, collected or processed in relation to the Contract) may only be used within the framework of the performance of the Contract and shall be considered as confidential.

	<p>CONTRACT CONDITIONS SW & Cloud COLOMBIA</p>	<p>Page 6</p>
---	--	---------------

14.2. The confidential information may not be published or disclosed without the prior written authorization of the disclosing Party, except if the receiving Party is legally required to do so, or if such information is required by an order of a competent Authority, or where a refusal to disclose such information would be illegal

14.3. The Parties shall ensure that the confidential information shall not be disclosed during the performance of the Contract and for five (5) years after its termination, except as otherwise provided by the Contract or where required by the law or by a competent Authority.

14.4. The breach of confidentiality obligations shall entitle the compliant Party to terminate the Contract and to take legal actions and measures in order to obtain a compensation for the damages suffered.

15. VENDOR RATING

15.1. Enel has set up a Vendor Rating System in order to assess and constantly monitor the performances of its Contractors.

15.2. The Vendor Rating may be applied to all the companies that work with Enel.

15.3. If Enel decides to assess a Contractor, the assessment may be based on indicators that express the level of quality offered, the compliance with the delivery times, the conformity with the applicable environmental and safety laws, the upholding of the principles of social responsibility. These indicators are then combined to produce a Vendor Rating Indicator (VRI).

15.4. Enel may assess the Contractor from the procurement to the performance stage of the Contract, basing its evaluation on the information collected through Enel digital tools.

15.5. In case of unsatisfactory performance, Enel may require the Contractor to submit recovery plans - whose contents and terms shall be agreed upon - or take the actions that Enel considers appropriate at its earliest convenience. In the event of excellent performance, Enel may evaluate to implement incentive actions.

16. CODE OF ETHICS

16.1. General details

16.1.1. The Enel Group in the conduct of its business and in the management of relationships makes reference to the principles included in its Code of Ethics, in the Zero Tolerance Anti-Corruption Plan, in the Human Rights Policy.

16.1.2. The Contractor in the conduct of its business and in the management of the relationships with third parties shall make reference to the same principles.

16.1.3. The Contractor represents to acknowledge the commitments undertaken by Enel in its Code of Ethics and undertakes to comply with the legal obligations on: the protection of child and women labor; equal treatment; non-discrimination, abuse and harassment; freedom of association and representation; forced labor; environmental safety and security; safety and hygiene conditions; as well as comply with the applicable statutory, contribution, insurance, tax laws regarding all workers employed for any purpose for the execution of the Contract. The International Labor Organization conventions, or, if more restrictive, the applicable law of the country where the activities are carried out, shall apply.

16.1.4. In this context, Enel reserves the right to carry out any control and monitoring activities aimed at verifying the fulfillment of the above mentioned obligations both by the Contractor, the subcontractors or any other third party in charge of performing the Contract, as well as the right to terminate the Contract with immediate effect in case of confirmed breach of such obligations.

16.1.5. Enel accedes to the Global Compact and, according to its ten principles, is committed to prevent any form of corruption. Therefore, Enel prohibits any promise, offer or request for unlawful payments, whether in cash or in other utilities, aimed at obtaining an advantage in the relationships with its stakeholders and this shall apply to all of its employees. The Contractor declares to acknowledge the commitments assumed by Enel and undertakes to refrain from making promises, offers or requests for unlawful payments during the performance of the Contract in the interest of Enel and/or for the benefit of its employees

16.1.6. In case of breach of one of these obligations, Enel reserves the right to terminate the Contract and to request compensation for damages from the Contractor.

16.2. Conflict of interests.


16.2.1. During the performance of the Contract, the Contractor undertakes to act in the exclusive interest of Enel, ensuring that its action do not lead to any situation that may create a conflict of interests in relation to the activities to be carried out.

16.2.2. Throughout the term of the Contract, the Contractor undertakes to adopt a suitable conduct in order to avoid potential conflict of interests. If any situation is considered as liable to create a conflict of interests - notwithstanding Enel's right to terminate the Contract - the Contractor undertakes to promptly inform Enel in writing and follow its reasonable instructions, which shall be given after consultation and assessment of the requirements pointed out by the Contractor.

16.2.3. The Contractor (if it is a natural person) signing the Contract, declares:

1. That he/she does not hold any Senior Management office (director, senior manager with strategic duties) within the Enel Group companies, nor he/she is an employee of the company or an auditor of the Enel Group;

2. That none of his/her family members, relatives within the second degree, spouse not legally separated, cohabitant, spouse or children of his/her partner, bound to him/her by a blood tie or a relationship, are employed in one of the Enel Group companies;

	CONTRACT CONDITIONS SW & Cloud COLOMBIA	Page 7
---	--	--------

3. That the Contractor as well as his/her family members (spouse not legally separated or first-degree relatives) did not hold nor are currently holding, in the last twenty-four (24) months, any office in the Public Administration or in Public services bodies which had direct relations with the activities carried out by any of the Enel Group companies (awarding of a concession, control activities, etc.).

16.2.4. The Contractor (if it is a legal person [1]), signing the Contract, declares:

1. That as a result of the knowledge of its company structure, none of the persons belonging to its governance, management or supervisory bodies (including trusts):

a. Is a member of the Senior Management or the Management Bodies or the Audit Committee, nor an executive with key roles in the Enel Group companies, nor is a relative within the second degree, spouse, partner, child of a spouse or partner, or dependent persons (whether by kinship or marriage) of the aforementioned members.

b. Is an employee of an Enel Group company, nor is a relative within the second degree, spouse, partner, child of a spouse or partner, or dependent persons (whether by kinship or marriage) of such employee.

c. Held or currently holds, whether by him/herself or his/her relatives (spouse not legally separated or first-degree relatives), in the last twenty-four (24) months, any office in the Public Administration or in Public services bodies which had direct relations with the activities carried out by any of the Enel Group companies (awarding of a concession, control activities, etc.).

16.2.5. The Contractor undertakes to inform Enel of any change occurred to the information declared before the signature of the Contract, when or after he/she holds the active status of Contractor.

16.3. Company Health and Safety Clause

16.3.1. To Enel, protecting the health and safety as well as the psychological and physical integrity of people, is not only a legal obligation but also a moral responsibility towards its employees and contractors.

16.3.2. Enel aims to achieve a "Zero Accident" workplace. At Enel, no work that might compromise safety can be performed. For this reason, as set out in the Stop Work Policy, any risk situation or unsafe behavior shall require the suspension of the works and the restoration of the safety condition.

16.3.3. Enel constantly and diligently strives to consolidate a health and safety-oriented culture, promoting a greater focus on and acknowledgment of the risks, encouraging responsible behaviors by the persons working for and with Enel.

16.3.4. The Declaration of our commitment to health and safety and the Stop Work policy are available at: <http://globalprocurement.enel.com/it-IT/documents/documentation/safety/>

16.3.5. The Contractors, in the performance of the business activities, shall comply with these principles.

16.4. Integrity Clause

16.4.1. By submitting the bid and/or accepting the Contract, the Contractor² declares

- to acknowledge the commitments undertaken by Enel S.p.A. and the companies directly or indirectly controlled by Enel, specified in the Code of Ethics, the Zero Tolerance Anti-Corruption Plan (ZTC), the Human Rights Policy, in order to comply with the relevant principles in the performance of its business activities and in the management of the relationships with third parties;
- ³that to the best of his/her knowledge, he/she is not subject to any criminal proceeding in relation to tax crimes, crimes against the public administration, crimes against the personal freedom or the public order, environmental crimes;
- ⁴that he/she is not subject to any criminal investigation in respect of any matter, fact, or unlawful conduct constituting tax crimes, crimes against the public administration, property, personal freedom or public order and environmental crimes;
- to be aware and to authorize- for the purposes of assessing the professional conduct of the declarant and the relevant Company, according to the second and third paragraphs above - that Enel may independently collect more information, in order to assess the accuracy of the statements reported, considering the necessary existence of fiduciary duties for the Company involved.

16.4.2. The Contractor undertakes to promptly inform and provide all the relevant documents to Enel:

- If he/she becomes aware of the opening of any criminal proceedings, referred to in the second paragraph of letter a) above;
- If he/she becomes aware of the opening any criminal investigation, referred to in the third paragraph of letter a) above.

16.4.3. Enel reserves the right to examine, at its discretion, the aforementioned information, in order to assess the professional conduct of the Contractor and the relevant Company.

16.5. Contractor's Code of Ethics

16.5.1. Alternatively, should the Contractor have its own Code of Ethics and its own anti-corruption and Human Rights policies, Enel may acknowledge such documents, at its sole discretion, as long as according to the Contractor they refer to principles deemed similar to those established in the same documents of Enel.

¹ Public bodies, companies listed on the stock exchange, banks and the companies under their control are not bound by this declaration.

² The Legal Representative of the Bidder/Contractor acting on his/her behalf or on behalf of the Bidder/Contractor, of its associates and of its parent company, regardless of the type of association adopted, and whether it is a sole shareholder company or not.

³ In relation to him/herself and the persons listed in point 2.

⁴ In relation to him/herself and the persons listed in point 2.

17. FULFILLMENT OF ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING STANDARDS

17.1. The Contractor undertakes throughout the term of the contractual relationship to properly and transparently use the goods and/or resources intended for the subject of the Contract, based on the principles of honesty, efficiency, effectiveness and lawfulness, and to comply with the anti-corruption legal and statutory regulations applicable in the national and international legal order, including article 433 of the Colombian Criminal Code, Law 1474 of 2011 and Law 1778 of 2016 and their amending or replacing regulations. Failure to comply with these obligations or the imposition of any civil or criminal penalty on the Contractor shall entitle Enel to terminate the Contract, and the Contractor shall not be entitled to any additional amount as compensation for damages or indemnification. If Enel becomes aware of any violation or penalty according to the provisions of this section, Enel shall inform the Authorities.

17.2. The Contractor certifies that at the date of execution of this legal report it is not included in the OFAC (Clinton) list, nor is involved in any criminal proceeding for money laundering or any underlying offense.

17.3. The Contractor certifies that it shall perform the Contract according to the applicable law on counter-terrorist financing and to the regulations on money laundering, including article 323 of the Colombian Criminal Code, and any other regulations governing the matter. Failure to comply with these obligations or the imposition of any civil or criminal penalty on the Contractor shall entitle Enel to terminate the Contract, and the Contractor shall not be entitled to any additional amount as compensation for damages or indemnification. If Enel becomes aware of any violation or penalty according to the provisions of this section, Enel shall inform the competent Authorities.

17.4. The Contractor shall ensure the implementation of measures mitigating money laundering/terrorist financing risks and those relating to its Counterparties, which may negatively affect Enel.

18. GLOBAL COMPACT

18.1. The Contractor undertakes to accede to and fully comply with the principles of the Global Compact, ensuring that all the activities carried out by its personnel, or by the personnel of its Sub-contractors, are in line with the regulations set forth above.

18.2. The Principles of the Global Compact include:

a) HUMAN RIGHTS

One: Businesses should support and respect the protection of internationally proclaimed human rights within the framework of their sphere of influence.

Two: Businesses should make sure that they are not, directly or indirectly, complicit in human rights abuses.

b) LABOR

Three: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining.

Four: Businesses should uphold the elimination of all forms of forced and compulsory labor.

Five: Businesses should uphold the effective abolition of child labor.

Six: Businesses should uphold the elimination of discrimination in respect of employment and occupation.

c) ENVIRONMENT

Seven: Businesses should support a precautionary approach in their business to prevent environmental damages.

Eight: Businesses should undertake initiatives to promote greater environmental responsibility.

Nine: Businesses should encourage the development and diffusion of environmentally friendly technologies.

d) ANTI-CORRUPTION

Ten: Businesses should work against corruption in all its forms, including extortion and bribery.

18.3. The Contractor undertakes to comply with all the applicable laws and the above mentioned principles, and to inform Enel of any situation which may prevent the compliance with such principles, as well as of the plan to remedy these situations.

18.4. Throughout the term of the Contract, the Contractor undertakes to allow Enel to verify the degree of compliance with the provisions of this article. Enel shall be entitled to terminate the Contract, for causes attributable to the Contractor, whenever Enel becomes reasonably aware that the Contractor or its subcontractors violated one of the aforementioned principles.


19. GOVERNING LAW

19.1. Any dispute arising between the Parties in relation to or in connection with the Contract, shall be governed by the Colombian Law, to which the Contractor and Enel expressly submit.

20. LICENSE TO USE

20.1. The Contractor shall grant to Enel:

- a non-exclusive license to use the Software Products and the relevant documentation specified in the license, according to the purposes established in the Contract; the license shall apply to the (existing and future) companies of the Enel Group; in case of perpetual licenses, the right to use the Software shall be valid, in accordance with the terms set out in the Contract, without time limitation, including after its termination.

	CONTRACT CONDITIONS SW & Cloud COLOMBIA	Page 9
---	--	--------

- the Software Products covered by the Contract may be installed and used in all the (existing and future) companies of the Enel Group and in the offices or places of interest of the Enel Group, wherever they are located. It is understood that Enel shall be liable to the Contractor for any breach of the license terms by any company of the Enel Group;
- Enel may, with prior notification to the Contractor, assign possession of the license to use the contractual Software Products to the companies of the Enel Group, including when a particular company leaves, in full or in part, the Enel Group. It is understood that this company shall accept the same license terms as those set out in the Contract and that Enel shall be entitled to continue to provide services based on the Software Products to such company with no additional costs;
- Unless otherwise provided by the Contract, Enel may install and use the Software Products in any place of interest for Enel;
- The Software Products may also be used and installed in “Infrastructure as a Service” (IaaS) or “Platform as a Service” (PaaS) environments made available by third-party contractors selected by Enel;
- Enel may allow its third-party contractors to use the license, only within the limits and for purposes related to the activities considered as instrumental for Enel Group's business.

21. CLOUD SERVICES

21.1. The Cloud Services covered by the Contract may be used by the companies, existing or future, of the Enel Group.

21.2. Enel may grant the access to and the use of the contractual Cloud Services throughout the term applicable to the companies of the Enel Group. Such access may also be granted, by sending a prior notice to the Contractor, to companies leaving the Enel Group, in full or in part.

21.3. Furthermore, Enel may grant the use of the contractual Cloud Services to third-party contractors of the Enel Group Companies, only within the limits and for the purposes related to activities considered as instrumental for Enel Group's business. Any other use of the Services shall not be allowed without the prior agreement between the Parties.

21.4. The data processed in the Cloud Services may only be stored/retained in the Data Centers authorized by Enel and located in the European Union.

21.5. Upon Enel prior, explicit and written consent, the data and/or contents introduced by Enel in the Cloud Services and stored in suitable media within the Contractor's systems, may only be stored and/or exchanged in and/or through data centers located in the European Union.

21.6. The Contractor may not reduce its general safety measures for the Cloud Services throughout the term of the Contract and such measures shall always be compliant and updated with the provisions of article 32 of the GDPR

21.7. The Contractor shall not substantially reduce the functionality agreed in the scope of the Contract.

21.8. All logs created or retained by the Contractor in any form in relation with the performance of the Contract shall be subject to the following provisions:

- all logs collected by the Contractor to comply with the legal and/or statutory requirements, or to comply with judicial orders, shall only be retained for the minimum period required by the relevant provisions and shall be made available to Enel upon request;
- all logs collected by the Contractor to comply with the obligations set out in the Contract and/or its attachments, but in relation to which the Contractor has not to comply with any legal obligation, shall only be retained for the period specified in the Contract and shall be made available to Enel upon request;
- any log which should not be retained to comply with law, nor according to the Contract or and/or its attachments, but considered useful or required by the Contractor to perform its Services, may only be retained with Enel's written consent. In these cases the Contractor shall only retain the logs for the time agreed by Enel and strictly required for the purposes in relation to which they were collected, and the logs shall be made available to Enel, upon Enel's request.

22. ENEL'S RIGHT OF AUDIT


22.1. In addition to the audits carried out, the Contractor shall provide Enel with a copy of its certificate of conformity related to its Cloud Services, including SOC 1 type II and SOC2 type 2 corporate reports.

22.2. If, for any reason, Enel requires such certificates to cover dates for which no reports have been prepared yet, the Contractor shall submit a certificate issued by its statutory auditor ensuring the suitability of its internal controls for the contractual Cloud Services during the period between the last valid issue of the SOC1 and SOC2 corporate reports and the date for which Enel requests the reports.

23. SUSPENSION

23.1. The Contractor may not suspend the contractual Services, unless otherwise provided in the Contract or except if valid grounds considered as reasonable by Enel exist, which shall be notified to Enel at least 15 working days in advance.

23.2. In addition to the provisions of the paragraph above, the Cloud Services may only be suspended in case of emergency posing proven and reasonable risks to the security of the Cloud Services, including : i) the use of the Services by Enel in a way that is non-

	CONTRACT CONDITIONS SW & Cloud COLOMBIA	Page 10
---	--	---------

compliant with the contractual provisions and that may discontinue the Cloud Services or jeopardize the infrastructure used to provide the Services and ii) the unauthorized access by third parties to the Services. In any case, the Cloud Services shall be suspended in order to minimize any discontinuation of the Services provided to Enel.

23.3. After the suspension, the Contractor shall submit a report explaining in details the causes of the suspension and specifying the corrective measures implemented to resolve the problem.

24. LABOR LAW OBLIGATIONS

24.1. Throughout the performance of the Contract, the Contractor shall:

- employ personnel holding suitable qualifications and certifications for the activities to be carried out, according to the national regulations and with Enel's procedures;
- provide its Services in full compliance with the Contract, as well as with the relevant legal, statutory and technical provisions established by the competent Authorities and applicable from time to time throughout the term of the Contract, and with any additional provision applicable to the Contract. The Contractor shall be directly liable for these obligations and the relevant costs;
- employ personnel meeting the requirements set out by the applicable law, paying the remuneration due to its employees as well as all taxes and insurances legally required, pensions and social security contributions applicable in accordance with collective labor agreements.

24.2. Failure to comply with any of the obligations above by the Contractor shall entitle Enel to terminate the Contract with immediate effect.