



General Contract Conditions SW & Cloud Italy ed. 6
Valid as of 02/01/2024

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1 SCOPE.

- 1.1 This document "General Terms and Conditions for software, maintenance and Cloud Services" (hereinafter, "General Conditions" or "GC") shall regulate the contractual relation between the Enel Group companies and the Supplier (hereinafter collectively referred to as the "Parties") in relation to the acquisition of software products, Cloud Services and maintenance/support services for software products and Cloud Services.
- 1.2 ENEL pursues a sustainable business model and strives to place environmental, social and economic sustainability, together with innovation, at the center of its corporate culture, by implementing a sustainable development system based on the creation of value that is shared with all its internal and external stakeholders. ENEL is committed to pursuing the achievement of the UN Sustainable Development Goals (SDGs). ENEL has been a "Participant" member of the UN Global Compact since 2004 and, in 2020, was confirmed as one of its LEAD companies, thanks to ENEL Group's adherence to the 10 founding principles on human rights, labor standards, environmental protection, and the fight against corruption.
- 1.3 ENEL is committed to boost social, economic and environmental sustainability, also through the contractual relationships with its suppliers.
- 1.4 The Supplier acknowledges that ENEL's principles on sustainable development are available at the following link <https://www.enel.com/company/our-commitment/sdg-onu>, and declares to share the same purposes.
- 1.5 Any waiver and/or amendment of these GC or other documents part of the Contract, shall be approved in writing. Such amendments and/or waivers shall be effective and applicable only for the relevant Contract in relation to which those have been agreed, excluding any other existing or future contracts between the Parties.

2 DEFINITIONS.

- 2.1 The following definitions, among others, shall apply to this Contract:

- **Contract:** set of documents, as specified below in art. 5.
- **Force Majeure Event:** Unless otherwise provided for by the Law, it shall mean any act or event beyond the reasonable control of the Parties, preventing such Party from performing its obligations under the Contract, in full or part. The Force Majeure Event shall not result from the fault or negligence of the affected Party and shall be an event that such Party is unable to predict, prevent, avoid or overcome with the exercise of its best reasonable effort. The burden of proving a Force Majeure Event shall be on the Party claiming its occurrence.
- **Supplier:** any natural or legal person (even grouped) entering into a Contract for the performance of all or part of the Scope of Contract referred to in Section 1.1 of these General Conditions.
- **Enel Group:** in addition to (i) the companies where Enel S.p.A. holds the majority of the votes which can be exercised within the ordinary shareholders' meeting; (ii) the companies where Enel S.p.A. holds sufficient votes to exercise a dominant influence within the ordinary shareholders' meeting, also the following entities shall be considered as subsidiaries:
 - a) Italian and foreign companies on which Enel S.p.A. has the right, according to an agreement or a provision of the certificate of incorporation, to exercise a dominant influence, where the applicable laws permit such agreements or provisions;
 - b) Italian or foreign companies in which Enel S.p.A. holds the sole control, according to agreements with the other shareholders, a percentage of votes sufficient to exercise a dominant influence within the ordinary shareholders' meeting.

For the purposes of paragraph 1, only the rights held by the subsidiary companies or exercised by means of trustees or appointees shall apply, whilst the rights held on behalf of third parties shall not apply.

- **Affiliate:** means any legal entity that directly or indirectly controls, or is controlled by, or is under control, even common control, with another legal entity of Enel Group. The term "Control" means, the direct or indirect power or even joint of any legal entity of Enel Group to cause the direction of the management and/or policies of such entity, regardless of the share of capital, owned by (ii) contract or (iii) other agreement or otherwise.
- **Investee company of Enel Group or Investee:** the company in which a company of the Enel Group, during the duration of the Contract, reduces its participation in the share capital, directly or indirectly, to a share lower than 50.01 % and which is not under Control (as defined under the definition of Affiliate) by a company of Enel Group
- **Transferred Company of Enel Group:** an Enel Group company whose entire shareholding has been transferred to a third party during the period of the contract term and on which it is necessary to carve out IT systems.
- **Services:** means the maintenance/support services regarding the Software and/or Cloud Services under the Contract.
- **Cloud Services:** under Infrastructure as a Service (IaaS) and/or Software as a Service (SaaS) and/or Platform as a Service (PaaS) means the cloud computing service under the Contract.
- **Servizi Cloud:** in ambito Infrastructure as a Service (IaaS) e/o Software as a Service (SaaS) e/o Platform as a Service (PaaS) indica il servizio di cloud computing oggetto del Contratto.
- **Software:** means the rights to use commercial software sold in the market through user licenses under the scope of the Contract.
- **Subcontractor:** legal entity - including its employees and representatives - having a direct contract with the Supplier for the performance of part of the scope of Contract.
- **Subsupplier:** legal entity - including its employees and representatives - who supplies to the Supplier, either directly or indirectly, materials and/or equipment (or part thereof) required for the performance of the scope of Contract



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3 LANGUAGE.

- 3.1 The original version of GC is in Italian and shall prevail in case of conflicts between its translations into other languages. The original version of the remaining contractual documents shall be that indicated in the Contract or in each of the contractual documents.

4 EXECUTION.

- 4.1 The Contract shall be executed through each Party's signing.
- 4.2 Automatic renewal or tacit extension shall not apply to the Contract.

5 INTERPRETATION AND HIERARCHY.

- 5.1 The Contract entered into between the Parties is composed of the following contractual documents, considered as a whole:
1. **Order Letter (Lettera d'Ordine);**
 2. **Technical-economic documents** (Technical Specifications, Consideration or Price List, any additional document);
 3. **HSE Terms;**
 4. **General Conditions Italy.**
- 5.2 The prevalence of the contractual documents is determined according to the order specified in art. 5.1 of the GC, unless otherwise provided for in the Contract. Therefore, in the case of conflicts among the provisions of the contractual documents, interpretative and applicative priority shall follow the order above, without prejudice to the fact that in interpreting the contract it is necessary to investigate which was the common intention of the parties and not limit oneself to the literal meaning of the words.
- 5.3 Invalidity of one or more contractual provisions shall not determine invalidity of the whole Contract. The Parties undertake to replace the invalid provision with another one which pursues as much as possible the original purpose agreed by the Parties.

6 COMMUNICATIONS.

- 6.1 The Parties shall communicate in writing and in accordance with the terms set forth in the Order Letter (hereinafter "Communication").

7 TAXES.

- 7.1 The Parties mutually undertake to handle any administrative formality and deliver any document required to settle the direct and indirect payment of taxes, in compliance with the procedures provided by Law. Likewise, the Parties undertake to cooperate in order to obtain any exemptions or other tax benefits applicable to the Contract.
- 7.2 Should any treaty between the Supplier's country of residence and Italy be in force for the avoidance of double taxation, the Parties undertake to collaborate in order to apply it correctly.
- 7.3 All taxes, duties and charges relating to the scope of the Contract shall be paid by the Supplier, except those that Enel is required by law to pay.

8 ASSIGNMENT OF THE CONTRACT.

- 8.1 Any credit arising from the Contract may only be assigned to Banks and Financial Intermediaries enrolled in the relevant Registers as per Legislative Decree no. 385 of September 1st, 1993 (hereinafter the "Assignee"), subject to ENEL's prior consent.
- 8.2 The Supplier (assignor) and/or the Assignee shall notify in writing to ENEL the assignment of the credit arising from the Contract, specifying the new bank details for payments; such notification shall only be signed electronically and sent by certified e-mail (PEC) to the relevant ENEL company, within 30 days before the term for the payment of the invoice related to the assigned credit. If the notification is sent by the Assignee, the Assignee shall also attach the assignment agreement duly accepted by the Supplier by Electronic Signature.
- 8.3 For the purposes of the Contract, "assignment of credits" shall mean the assignment of all the credits arising from the Contract to a single Assignee. If the Supplier intends to assign single credits arising from the Contract to more than one Assignee, the Supplier shall previously inform ENEL thereof, in accordance with art. 8.2 of the GC.
- 8.4 ENEL may refuse the payment of the assigned invoice if the Assignee does not fulfill the requirements set out in art. 8.1 of the GC and/or the notifications referred to in arts. 8.2 and 8.3 of the GC have not been provided properly. The foregoing shall not prejudice ENEL's right, in its capacity as assigned debtor, to raise against the Assignee any exception that ENEL would have been entitled to raise against the assignor.
- 8.5 The Supplier undertakes to properly notify to ENEL the commencement of any procedure for its dissolution, transformation, merger, demerger, capital increase or reduction, or any other extraordinary operations, including the sale and/or purchase of majority interests and/or business units, as well as any material changes in its administrative bodies. The Supplier's successor in title may take over the Contract, subject to Enel's receipt of the notification relating to the corporate transaction within 5 days from completion, and to the fulfillment by the successor in title of the integrity, technical, organizational, economic and financial requirements necessary for the performance of the Contract.



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- 8.6 Notwithstanding the provisions set out by the Law, the assignment of the Contract without the written consent of the other Party is prohibited, without prejudice to the possibility for Enel to assign the Contract to the companies of the Enel Group and its Affiliates.

9 THE SUPPLIER'S OBLIGATIONS AND RESPONSIBILITIES.

- 9.1 Nothing in the text of the Contract shall exclude or limit in any way liability for violation of laws and obligations relating to:
- confidentiality, privacy, intellectual and industrial property, personal data protection, anti-corruption;
- as well as in relation to:
- violation of the obligations set forth in "Code of Ethics" of the applicable General Contract Conditions;
 - negligent or willful conduct;
 - administrative sanctions resulting from actions and/or omissions of the other Party
- 9.2 The Supplier undertakes to comply with the law and the Contract and shall be responsible for the performance of all the legal and tax obligations, as well as the contractual obligations towards Subcontractors and all parties involved in the execution of the Contract.
- 9.3 The Supplier undertakes to indemnify and hold ENEL harmless from any liability and damage arising from any claim or legal proceedings of any kind which are directly related to failure to fulfill with the terms and conditions set forth in the Contract caused by acts or omissions by the Supplier or its employees, representatives or Subcontractors.
- 9.4 Without prejudice to arts. 9.1, 9.2 and 9.3, the liability of the Parties in relation to any single incident arising out of or relating to the Contract (whether contractual or non-contractual or under any other theory of liability) will not exceed the total value of the Contract.

10 SUSPENSION, WITHDRAWAL, AND TERMINATION.

10.1 Suspension.

- 10.1.1 Unless otherwise provided by the Contract, the Supplier may not suspend the contractual Services, except if valid grounds considered as reasonable by Enel exist, which shall be notified to Enel at least 15 working days in advance.
- 10.1.2 In addition to the provisions of the previous paragraph, the suspension of the Cloud Services shall only be allowed in emergency situations posing reasonable and proven risks to the security of the Cloud Services, including: (i) the misuse of the Service by Enel which leads to the interruption of the Cloud Services or compromises the infrastructure used to provide the Services, and (ii) the unauthorized access to these Services by third parties. However, the Supplier undertakes to suspend the Cloud Services in order to minimize the interruption of the Services for Enel.
- 10.1.3 After suspension, the Supplier shall draft a report detailing the causes of this interruption and specifying the remedial actions implemented to solve the issue.
- 10.1.4 For contracts concerning Cloud Services, in the event of non-fulfilment of contractual obligations by the Supplier and without prejudice to the other remedies provided by law and the Contract, ENEL has the right to suspend the execution of the Contract in whole or in part, by sending a communication to the Supplier where the cause of the suspension and its duration will be specified, without prejudice to the possibility of extension in the event of persistence of the event preventing the continuation of the Contract.

10.2 Withdrawal.

- 10.2.1 The Supplier may not withdraw from the Contract, unless otherwise provided by the Contract, according to the terms specified therein. Therefore, any divergent provision included in the Supplier's documents, regardless of its nature, including its General Contract Conditions, shall not apply, unless Enel has expressly accepted them in writing.

10.3 Termination.

- 10.3.1 Enel may terminate the Contract in the cases provided for by law and/or in all the cases set out in the Contract and/or if there are significant reasons preventing or compromising the proper performance of the scope of the Contract, as well as when:
- a) the Supplier fails to comply with the legal and contractual obligations, including those set forth hereby by the GC on intellectual property, confidentiality, personal data processing and ethical clauses;
 - b) ENEL ascertains omissions or falsehoods in the information and/or declarations made by the Supplier of a legal, economic, financial and technical nature for the purposes of registration in ENEL's qualification system and for the purposes of the award and execution of the Contract, or the Supplier loses or fails to demonstrate, where required, any of the requirements necessary for the award or execution of the Contract;
 - c) The Supplier engages in actions, omissions, behaviors or falls into situations that may generate a reputational risk for ENEL and/or are such as to compromise ENEL's image and/or the Supplier's reliability with respect to its ability to perform the Contract.



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10.3.2 In the cases above, Enel may grant to the Supplier a period to remedy of not less than 15 days. After the expiry of such period, Enel may terminate the Contract, without prejudice to its right to collect the relevant penalties, its right to require an indemnification for the damage suffered or its right to suspend any payment due to the Supplier

11 FORCE MAJEURE.

11.1 The Contractor may not invoke Force Majeure Event in the following cases:

- a) delays or inability to obtain materials or human resources that have occurred despite being reasonably predictable, or that could have been avoided or remedied in advance;
- b) delays or contractual breaches of any Supplier's Subcontractor, unless such delays or contractual breaches are in turn a consequence of a Force Majeure Event;
- c) Supplier's or its Subcontractors technical, economic or financial difficulties or its Subcontractors. None of the Parties shall be liable for the breach of its obligations if the performance is delayed or prevented due to a Force Majeure Event. The Party affected by a Force Majeure Event shall notify in writing the other Party thereof, as soon as possible, and however within fifteen (15) working days from the day when the affected Party becomes aware of the Event. This notice shall:
 1. identify the circumstances occurred;
 2. specify the estimated duration of the situation;
 3. specify the contractual obligations affected, in full or in part, by the Force Majeure Event and the measures implemented to reduce, if possible, the adverse effects of the Event on the performance of the Contract;
 4. include as an attachment the documents proving that the events preventing the performance of the Contract should be considered as a Force Majeure Event.

11.2 The other Party shall reply in writing, either accepting or reasonably refusing the cause, within fifteen (15) calendar days from the receipt of the aforementioned notification. The absence of a response from the notified Party shall be understood as an acceptance of the Force Majeure Event invoked.

11.3 In the case of a Force Majeure Event, the performance of the affected obligations shall be suspended throughout its duration, and neither Party shall be entitled to claim for compensation. The contractual obligations not affected by the Force Majeure Event shall be performed in accordance with the contractual terms and conditions in force before the occurrence of such Event.

11.4 If due to a Force Majeure Event, the performance of the Contract is substantially affected and suspended for more than one hundred and eighty (180) calendar days, or if its resumption is proven to be impossible, each Party shall be entitled to terminate the Contract, with a fifteen (15) calendar days prior notice to the other Party, without any compensation applying on the Parties.

12 INTELLECTUAL PROPERTY.

12.1 Purchase of existing Software or Service that does not require any adaptation or new development adaptive.

12.1.1 The Supplier shall guarantee to Enel that the Software and/or the Service do not violate any intellectual property rights of third parties. In addition, the Supplier warrants that, in the performance of its activities, including the design, production, development and sale of the Software and/or Service provided to Enel, it has not infringed and does not infringe any intellectual property rights or other rights of third parties, such as, but not limited to, rights relating to trademarks, patentable inventions, works protected by copyright, rights relating to source codes also released in open source mode, utility models, industrial designs, and trade secrets.

12.1.2 The Supplier, if for the purposes of the execution of the Contract needs to use rights licensed by third parties, guarantees that it has a suitable right to use the aforementioned rights. Upon Enel's request, the Supplier will make available to Enel any information, clarification, explanation, and any other documents or data with respect to any asset protected by intellectual property rights owned by third parties used for the execution of the Contract.

12.1.3 The Supplier undertakes to hold Enel harmless from any action, request, or dispute for violation of intellectual property rights that have an impact on the execution of the Contract or on the use of the Software or Service formulated by third parties, holding it harmless and compensating it for all losses and damages that may arise from such actions or requests. The Supplier also undertakes to promptly communicate in writing to Enel the existence of any actions or requests, judicial or extrajudicial, advanced by third parties regarding alleged violations of intellectual property rights that have an impact on the execution of the Contract.

12.1.4 If, following judicial or extrajudicial actions, or requests proposed by third parties whom have intellectual property rights on the Software or Services, it is necessary to make changes or replace, in whole or in part, the subject of the Contract, the Supplier will undertake to carry out all activities necessary to ensure functionality and characteristics equivalent to those of the Software and/or the Services covered by the Contract, at its own expense and subject to agreement with Enel.

12.1.5 In any case, the provisions of art. 10.3.1 letter a) of these General Conditions apply.



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- 12.1.6 The Supplier is prohibited from using Enel's trademarks, logos and/or distinctive signs, as well as using the ENEL name even if only with reference to the fact of being a supplier for the purposes of this Contract without the prior written authorization of Enel.

12.2 Purchase of Software or Service that requires adaptation or adaptive new development

- 12.2.1 In such cases, the provisions of articles 12.1.1 to 12.1.6 as well as what is indicated below apply.

- 12.2.2 The Parties agree that, with reference to all the material and information that a Party will share with the other Party for the purposes of the execution of the Contract (by way of example and not limited to: documents, reports, products, samples, codes source, technical specifications, know-how, drawings, projects, computer programs, information of any kind and related copies, hereinafter the "Contractual Material") the Party that receives the Contractual Material owned by the other Party: (i) may not in any way copy, reproduce, process, translate, modify, adapt, develop, decompile, disassemble, reverse engineer - in whole or in part - the Contractual Material; (ii) cannot create works, objects, articles, products, samples or technical specifications derived from the Contractual Material; (iii) will not use such Contract Material for any purpose other than the execution of the Contract; (iv) may share the Enel Material internally only with personnel to whom it is strictly necessary to share it for the purposes of executing the Contract; (v) will ensure that the aforementioned obligations are also respected by the other persons (natural or legal) involved in the execution of the Contract; (vi) will not disclose the Contractual Material and will ensure that its employees do not disclose it to third parties without the prior written consent of the other Party and (vii) will keep the Contractual Material confidential in accordance with following Article 13 "Confidentiality".

- 12.2.3 Each Party acknowledges and accepts that the intellectual property rights owned by each Party prior to the signing of the Contract (hereinafter "Background IP") remain the property of that Party and the other Party will not be able to claim in any way these rights. Before signing the Contract, each Party must specify its IP Background in the Annex 5, which forms an integral and substantial part of the Contract.

- 12.2.4 Any new and additional developments with respect to the IP Background created or executed as part of the execution of the Contract, as well as all know-how, technology, methodologies, innovations, information resulting from the execution of the Contract, documentation produced (by way of example and not limited to: manuals, strings or individual pieces of source code, documents containing commercial, technical and/or confidential information), as well as the intellectual property rights inherent to them (hereinafter, jointly, "Foreground IP"), is the exclusive property of Enel and is included in the price of the Contract. The Parties, within the deadline indicated in the Contract, will have to draw up a report which certifies and acknowledges the progress of the activities related to the Foreground IP. In the absence of an indication of this deadline in the Contract, the Parties must draw up the report in question every 60 days. The minutes form an integral and substantial part of the Contract.

- 12.2.5 If the Contract originally concerns the cases referred to in art. 12.1 and during execution the shared need emerges between the Parties to carry out the activities referred to in 12.2, the Parties acknowledge and accept that the provisions of art. 12.2. If this case occurs, the parties undertake to draw up the annex referred to in the previous art. 12.2.2 before sharing the respective Background IP with the other party.

13 CONFIDENTIALITY.

- 13.1 All information, documents and specific knowledge, in whatever format or medium has been shared, that a Party has made available to the other Party for the purposes of negotiation and/or execution of the Contract (the "**Confidential Information**"), may be used solely for the purposes of executing the Contract and are confidential.

Confidential Information includes, by way of example and without limitation, intellectual property rights, discoveries, inventions, developments, technical and technological information, technical documents, know-how, commercial and industrial secrets, development or experimentation activities, computer programs, banks data, software (including source codes), production processes and methods, business models, data, concepts, procedures, drawings, sketches, algorithms, formulas, models, prototypes, business plans, financial data and information, business and marketing, commercial analyses, list of customers and information relating to them, information and analysis of competitors and their products, appraisals, technical and/or legal opinions, the fact of being a contractual counterparty of Enel, as well as all information, news and data relating to the Parties.

- 13.2 Confidential Information also includes all information relating to a Party, made available to the other Party, before or during the execution of the Contract, either by the directors, managers or employees of the disclosing Party, or by the Subcontractors or subsidiaries of said Party and its corresponding directors, officers, employees or subcontractors (hereinafter, "Representatives of the Disclosing Party"). Confidential information also includes any information regarding representatives of the Disclosing Party.

- 13.3 The following will not be considered confidential:

- information that the receiving Party is able to demonstrate was already legitimately aware of before the start of the execution of the Contract;
- information that the receiving Party is able to demonstrate having received from third parties not subject to (or in violation of) a confidentiality agreement by law or contract;



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- after the communication to the receiving Party, without any responsibility of the latter, has become generally known or easily accessible to people within the circles that normally deal with the type of information in question.
- 13.4 Notwithstanding the foregoing, the receiving Party may disclose Confidential Information to satisfy a regulatory obligation, a lawful request by a competent court of a public administration provided however that in such circumstances said Party informs the other Party (when legally possible) before disclosing such Confidential Information so that the other Party has an opportunity to defend, limit or protect itself from such disclosure; and, provided further that (i) only that portion of the Confidential Information is disclosed that is required to be disclosed, and (ii) reasonable efforts are made to obtain confidential treatment of any Confidential Information so disclosed.
- 13.5 Each of the Parties:
- must limit the disclosure of confidential information exclusively to representatives who have an actual need to know them due to their involvement in the execution of the Contract;
 - is required to bind its representatives and guarantee that they act in full compliance with the obligations set out herein item;
 - will be held responsible for acts or omissions of its representatives which result in a violation of the obligations set out in this clause.
- 13.6 The Party receiving confidential information has the obligation to manage it using the best practices available at an international level, in order to guarantee its confidentiality. After the expiry of the Contract, the Party receiving the Confidential Information must return all data, documents and information provided by the Counterparty or which it had available to carry out the contractual activities, as well as destroy all copies and files in its possession, unless it has received contrary written instructions from the other Party. In this regard, the receiving Party will confirm to the other Party the destruction of such data within a maximum period of fifteen (15) calendar days from the request and will declare in writing not to retain documents or other objects containing (or relating to) Confidential Information.
- 13.7 Both Parties guarantee that confidential information will not be disclosed during the performance of the Contract and for a period of five (5) years from the cessation of performance, unless a limited period is required by the Contract or by current laws or by a competent authority. Without prejudice to the provisions of point 13.1, in the case of confidential information classified as "strictly confidential" or "trade secret" by Enel, the confidentiality and non-use obligations provided for in this clause 13 "CONFIDENTIALITY" will remain valid even after the termination of the execution of the Contract for any reason (e.g. perfected execution, withdrawal, termination, etc.), until the receiving Party is able to demonstrate that such "strictly confidential" or "trade secret" information has become generally known or readily accessible to persons within the circles that normally deal with the type of information in question for any kind of causes other than the communication of the same by work of the receiving Party.
- 13.8 Both Parties will agree in writing regarding the content, means of communication and date of publication of press articles, news and communications of any kind regarding the Contract or any related matter or information.
- 13.9 At any time, if the Party providing the Confidential Information requests it and this does not prejudice the correct execution of the Contract by the other Party, the Counterparty must return or destroy or request that its representatives return or destroy all copies of confidential written information in your possession or in the possession of its representatives. Furthermore, the Party receiving the information will do everything in its power or request that its representatives do everything possible to return or destroy the data stored in electronic format and will confirm the destruction of such data to the Party providing the information confidential information within fifteen (15) calendar days from the request and declares in writing not to retain any document or other object containing (or relating to) Confidential Information.
- 13.10 Each Party acknowledges and accepts that the Confidential Information is and will remain the exclusive property of the Party disclosing it. Nothing in this Agreement will be construed - unless expressly specified in writing - as granting a license or the like in relation to patents, copyrights, inventions, trade secrets, trademarks, discoveries or improvements made, other resources protected by rights of intellectual property conceived or acquired before and after the execution of the Contract.

13.11 Cyber Security.

- 13.11.1 The Supplier may access ENEL's IT systems only if authorized by ENEL. The Supplier is responsible for the activities carried out on ENEL systems using its digital identity, to be safeguarded at all times. In carrying out these activities, the Supplier must comply with the following rules of conduct:
- a) do not reveal or provide your authentication credentials to anyone;
 - b) do not enter passwords in e-mail messages or other forms of electronic communication, nor reveal them to anyone by telephone;
 - c) never memorize passwords to access ENEL applications via browser using the "remember password" function;
 - d) check that no one is watching when the Supplier enters credentials to access devices or systems IT, in order to prevent the theft of the Supplier's credentials;
 - e) never use the same password to authenticate to different systems;
 - f) access to information systems must be limited to software / tools provided specifically for carrying out the necessary activities; the use of network services or connections for purposes not related to the activities that will be carried out is prohibited;
 - g) any transaction developed through ENEL's IT systems does not violate the Law;



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- h) the workstation used (permanent or temporary) must not connect to internet services other than those provided or authorized by ENEL and must have the necessary antivirus installed. All necessary measures will be taken to prevent the spread of viruses, harmful software or any illicit software that may cause interruptions in service or loss of data;
 - i) all email accounts, file storage or communication platforms (including social networks) must be explicitly provided or authorized by ENEL;
 - j) sensitive data must be stored, transmitted or deleted using appropriate encryption software;
 - k) it is forbidden to modify the system configuration to avoid security checks;
 - l) In order to prevent the disclosure of information to unauthorized Persons, attention must be paid to printed documents, removable hard drives, removable storage and video screens.
- 13.11.2 If, at any time during the term of the Contract, the performance of the Contract requires or implies that the Supplier obtains access to and/or uses any applications available in Enel's systems and/or Enel's IT infrastructure ("Enel System"), this clause will be applicable to the Supplier. Upon Enel's request, at any time and for any reason, the Supplier must accept and implement the Company / ENEL two-factor authentication system (the "Multifactor Authentication System"), as a mandatory requirement for accessing and/or using any Enel System. In order to use and implement the "Multifactor Authentication System", the Supplier undertakes that (i) a smartphone and a SIM card are available functioning (personal or promiscuous use); (ii) each smartphone used for the purposes of the "Multifactor Authentication System" must be associated exclusively with the personal identity of the employee, agent, Subcontractor, representative or other Supplier Personnel who has access to and/or will use the Enel Systems on behalf of the Supplier ; and (iii) Supplier must comply with all of the foregoing requirements at its own risk, cost and expense. Enel does not assume any burden (economic or otherwise nature) for the supply of the smartphone and will not be liable to the Supplier or any third party for any damages, claims or losses, direct or indirect, arising out of or related to the failure and/or malfunction or illegal use of any smartphone used for the "Multifactor Authentication System" by employees, agents, subcontractors, representatives or other personnel of the Supplier.
- 13.11.3 In the event of violations, incidents, cyber attacks or any other relevant event in terms of cyber security that may have a potential impact on Enel's Information Technology (IT) / Operational Technology (OT) / Internet of Things (IoT) infrastructures (hereinafter "Cyber Incidents"), the Supplier, with the skill and immediacy required by professional diligence, must proceed with reporting the Cyber Incident to Enel at the e-mail address cert@enel.com.
- In order to effectively convey all Cyber Incidents, including potential ones, as well as any communication regarding cyber security, the Supplier must indicate and keep updated its contact person and update the relevant contact details by completing the "Company contacts" document (Cyber Security)", available on the WeBUY home page at the following path: Personal Data \Company Profile \ Profile Data.

14 PROCESSING OF PERSONAL DATA.

14.1 Privacy notice regarding personal data processed by parties for the purposes of this contract

- 14.1.1 For all definitions concerning personal data, reference is made to terms and definitions made in EU Regulation 2016/679 (hereafter "GDPR"), as well as to the implementing legislation and any other current legislation in force.
- 14.1.2 Parties are informed that personal data are reciprocally acquired during the assignment of the Contract, and processed for the management and execution of the Contract, or to comply with applicable laws. Personal data are collected and processed using automated means and / or in paper forms and will be stored for the entire duration of the Contract and after its termination for a period not exceeding the terms envisaged by applicable laws and in accordance with the privacy notice available on the Global Procurement website and on the websites of the relevant Data Controller companies of Enel Group.

14.2 System administrators

- 14.2.1 In the event that, in the execution of the Contract, the Supplier's and/or Sub-Suppliers' personnel, who intervene on ENEL's systems and/or personal data, perform functions attributable to the qualification of "System Administrator", intended as a professional responsible for the management and maintenance of an IT system or component, the Supplier undertakes to and ensures that any Sub-Suppliers undertake to:
- formally appoint such persons;
 - provide the System Administrators with specific instructions for carrying out their assigned duties and carry out adequate training activities, also with reference to the protection of personal data;
 - make available, on ENEL's request, the list of System Administrators appointed by the Supplier and, if necessary, by the Sub-Suppliers;
 - in the event that it intervenes on its own systems and electronic archives, adopt suitable systems for the recording of logical access (computer authentication) by its System Administrators and provide ENEL with a copy on request.

14.3 Appointment of the Supplier as Personal Data Processor (where applicable)

- 14.3.1 In cases where the Supplier must process personal data on behalf of ENEL, with the signing of the Contract and for its entire duration, ENEL, as Data Controller, appoints the Supplier, who accepts, Data Processor for the processing of personal data, pursuant to and for the purposes of Article 28 of the GDPR.

If the Supplier is a Temporary Consortium of Companies (RTI)/Ordinary Consortium or a Stable Consortium, the companies belonging to the Temporary/Ordinary or Stable Consortium and the executing companies are all appointed as Data Processors. The agent company or the Consortium undertakes to transmit to the principal companies and to the executing companies the letters of appointment to the person in charge of the processing of personal data, which must reach ENEL, filled in and signed for acceptance by the principal companies and the executing companies. The agent company or the Consortium undertakes to inform the principal companies and the executing companies of the obligations of this Article.

14.3.2 The Supplier undertakes to carry out personal data processing operations in compliance with the obligations imposed by the GDPR and the instructions thereafter issued by ENEL, which will monitor thorough compliance with the above-mentioned instructions.

14.3.3 It is agreed that Enel has the unilateral right to terminate the Contract if the Supplier is in default of the obligations pursuant with this paragraph.

14.3.4 Duties and instructions

14.3.4.1 The Supplier, in relation to its declared experience, capacity and reliability, has provided a suitable guarantee of full compliance with the applicable data processing regulations and the GDPR its duties and responsibilities are defined as follows:

- a) It must only process personal data according to ENEL instructions, as documented in **Annex GDPR 1** specifying type of data processed and the categories of Data Subjects;
- b) must have appointed the employees or collaborators who have the task of carrying out any operation, even for mere consultation, relating to the processing of personal data of which ENEL is the Data Controller ("Authorized Persons"). In this regard, it must ensure that Authorized Persons are committed to confidentiality or have an adequate legal obligation of confidentiality. Furthermore, it must ensure that such authorized persons are adequately trained on the principles relating to the protection of Personal Data;
- c) must take all the security measures referred to in art. 32 of the GDPR suitable for avoiding data processing that is not permitted or does not comply with the purposes of the Contract. Moreover, must have to check periodically the suitability of these measures to ensure that they are adequate for the risk associated with the processing of data;
- d) must implement any other security measures that ENEL deems necessary to adopt, to prevent the violation of personal data;
- e) will provide all the information necessary for ENEL to guarantee and answer to Data Subjects' request of exercising their rights on personal data;
- f) must provide the necessary support to ENEL in ensuring compliance with the obligations referred to in articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to the Data Processor;
- g) upon termination of the Contract, the Supplier must return and delete, by giving notice, all the personal data he has come into possession due to the execution of the activities entrusted, with the exception of personal data whose retention is necessary, by way of example, for purposes related to: (i) legal obligations; (ii) exercise or defence of legal claims;
- h) ENEL also reserves the right to request the cancellation / return of the data processed even before the termination of the Contract by communicating it in writing to the Supplier;
- i) ENEL reserves the right to carry out audits and inspections, including through a third party appointed by ENEL;
- j) must promptly notify to ENEL any violation or alleged violation of personal data, within 48 hours of becoming aware of the event and in any case without undue delay;
- k) without prejudice to the provisions of Article 30, paragraph 5 of the GDPR, must keep a Record of processing activities carried out on behalf of ENEL and provide a copy upon ENEL's request.

14.3.4.2 The Parties undertake to transfer personal data to a third country or international organisation outside the European Union exclusively under the requirements and conditions set forth in Articles 45, 46, 47 and 49 of the GDPR, after proper assessment of the specific circumstances of the transfer carried out by ENEL (DTIA). Should ENEL consider it appropriate as a result of such assessment, the Supplier undertakes to sign the Standard Contractual Clauses, defined by the European Commission decision in force at the time of signing the Contract.

14.3.4.3 It is strictly forbidden for the Supplier to process personal data for purposes other than the execution of the Contract. It is also strictly forbidden, also through an adequate organisation of the work of its own collaborators, to carry out massive downloads, copies, visualisations and/or screenshots, photos, videos of personal data, also through the possible use of "RPA - Robotic Process Automation" (or "automata"), unless it is necessary for the execution of the Contract or it was previously authorised by ENEL.

14.3.5 Duration

14.3.5.1 The aforementioned appointment as Data Processor will be automatically revoked at the end of the contractual relationship or at the time of its termination for any reason, without prejudice to what is indicated in the previous art. 14.3.4.1, lett. h.

14.3.6 Sub Data Processors

14.3.6.1 If, for specific processing activities, the Supplier intends to make use of suppliers external to its organization for the execution of the Contract, those must be appointed by the Supplier as sub-processors (hereinafter "Sub-processor" or "Sub-processors"). Sub-Processors must comply with the same obligations that this clause imposes on the Supplier.

14.3.6.2 At the time of signing the Contract, the Sub-Processors communicated by the Supplier are considered authorized. The Supplier declares that the Sub-Processors will process personal data in countries that are in the European Union or, if outside Europe, exclusively under the requirements and conditions set forth in Articles 45, 46, 47 and 49 of the GDPR, after proper assessment of the



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specific circumstances of the transfer (DTIA). Should the Supplier consider it appropriate as a result of such assessment, the Supplier undertakes that the Sub-Processors have signed the Standard Contractual Clauses, defined by the European Commission decision in force at the time of signing the Contract (**Annex GDPR 2**).

14.3.6.3 In the event that the Supplier, for proven and reasonable reasons, intends to modify such list of Sub-Processor provided in accordance with art. 14.3.6.2 shall, before entrusting the assignment to new Sub-Processors, request an authorization from ENEL as per the attached standard (**Annex GDPR 3**). The same Annex GDPR 3 must be used to communicate to ENEL the updated list of Sub-Processors, also in the event of removal from the list of one of them.

15 CODE OF ETHICS

15.1 Generalità.

- 15.1.1 Enel in the conduct of its business and in the management of its relationships refers to the principles laid down in its Code of Ethics, the Zero Tolerance Plan Against Corruption, the Organizational Model pursuant to Legislative Decree No. 231/2001 and the Human Rights Policy, available at the link: <https://www.enel.com/investors/sustainability/strategy-sustainable-progress/sound-governance/basic-principles/model-pursuant-italian-legislative-decree-231-01>
- 15.1.2 Enel Group adheres to and acts in full compliance with the principles of the Global Compact, which are concerned with the protection of human rights, the protection of workers, the protection of the environment and the fight against corruption in all its forms.
- 15.1.3 The Supplier acknowledges the commitments undertaken by ENEL in the documents specified above, and undertakes to refer, and to ensure that all of its Subcontractors, Subsuppliers, third parties appointed by the Supplier and its entire supply chain refer, to principles similar to those adopted by ENEL under art. 16.1.1 and 16.1.2, in the conduct of their business and in the management of the relationship with third parties.
- 15.1.4 The Supplier undertakes to comply with the principles of the International Labor Organization conventions, as well as with the legal regulations on: the protection of child and women labor; equal treatment; the prohibition of discrimination, abuse and harassment; freedom of association and representation; forced labor; environmental safety and protection; health and hygiene conditions. Furthermore, the Supplier shall ensure that all of its Subcontractors, Subsuppliers, third parties appointed by the Supplier and its entire supply chain comply with the same.
- 15.1.5 The Supplier undertakes to inform ENEL of any situation which, to the best of its knowledge, after due inquiry, including situations related to its Subcontractors, Subsuppliers, third parties appointed by the Supplier and its entire supply chain, may result into a failure to fulfill the principles provided for in this clause 15, as well as the plan to remedy these situations.
- 15.1.6 ENEL reserves the right to carry out any control and monitoring activity (e.g., inspections, audits and/or requests for documentation) to verify the fulfillment of the obligations specified above, both by the Supplier and by any of its Subcontractors, Subsuppliers, third parties appointed by the Supplier and its supply chain. In such cases, the Supplier shall grant ENEL access to its premises and duly provide the requested documents, and the Supplier shall employ its best efforts to ensure that its Subcontractors, Subsuppliers, third parties engaged by the Supplier and its whole supply chain do the same.
- 15.1.7 ENEL shall be entitled to terminate the Contract and to request compensation for further damage, or causes attributable to the Supplier, in cases where it is reasonably and sufficiently certain that the Supplier or its Subcontractors, Sub-suppliers, third parties engaged by the Supplier throughout its supply chain, have violated any of the above principles and obligations.

15.2 Conflict of interests.

- 15.2.1 During the performance of the Contract, the Supplier declares that it has no conflict of interest and undertakes to have exclusive regard for the interests of ENEL, ensuring that there are no situations that might lead to the occurrence of any conflict of interest in relation to the activities to be performed.
- 15.2.2 Throughout the term of the Contract, the Supplier undertakes to adopt a suitable conduct in order to avoid potential conflicts of interests. If any situation is considered as liable to create a conflict of interests the Supplier undertakes to promptly inform ENEL in writing.

15.3 Express termination clause for crimes under Legislative Decree 231/01.

- 15.3.1 Where it is established, by judgment become final, that the Supplier¹ committed an administrative offense and/or one or more of the crimes referred to in Legislative Decree No. 231/2001, ENEL shall be entitled to terminate the Contract with immediate effect, notwithstanding the Supplier's obligation to pay the compensation for the damages suffered by any Company of the Group, including, without limitation, damages arising from the application of sanctions, provided by the aforementioned Decree.

¹ The Legal Person.



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15.4 Health, safety and environment.

15.4.1 In ENEL, no work can be done compromising health & safety and/or environment. For this reason, as established in the Stop Work Policy, any risk situation or unsafe behavior shall determine the suspension of works and the restoration of health, safety and/or environmental conditions.

15.4.2 ENEL is strongly and constantly engaged in promoting and consolidating a culture of health, safety and environmental protection. Such commitment is further detailed in the "Declaration of Commitment to Health and Safety", the "Stop Work Policy" and the "Environmental Policy", available at the following addresses:

<https://globalprocurement.enel.com/it/documenti> , under the section "Other useful documents" and;

<https://globalprocurement.enel.com/it/documenti/documenti-salute-e-sicurezza>;

<https://corporate.enel.it/it/azienda/politica-ambientale-enel>.

15.4.3 The Supplier acknowledges ENEL's commitment in promoting and consolidating a culture of health, safety and environmental protection, and undertakes to comply with the same principles and with the provisions of the HSE Terms, when applicable, as well as to ensure that its Subcontractors, Subsuppliers, third parties engaged by the Supplier and its whole supply chain comply therewith.

15.5 Integrity Clause.

a) The Supplier ² declares:

- that the Supplier, to the best of its knowledge, is not subject to any criminal proceedings in relation to tax crimes, crimes against the public administration and its assets, crimes against property, crimes against the personal freedom or the public order, environmental crimes, organized crime offenses, corporate crimes, crimes related to terrorism of subversion of democracy, occupational health and safety offenses, crimes related to personal data, computer crimes;
- that, to the best of its knowledge, the Supplier is not subject to any criminal investigation in respect of any matter, fact, or unlawful conduct constituting tax crimes, crimes against the public administration and its assets, crimes against property, crimes against the personal freedom or the public order, environmental crimes, organized crime offenses, corporate crimes, crimes related to terrorism of subversion of democracy, occupational health and safety offenses, crimes related to personal data, computer crimes;
- to acknowledge and agree that - for the purposes of assessing the professional conduct of the Supplier, pursuant to the first and second point of this letter a) - ENEL may independently collect additional information, considering the necessary existence of duties of loyalty for the Supplier.

b) The Supplier undertakes to promptly inform and to provide all the relevant documents to ENEL:

- 1) if the Supplier becomes aware of the opening of any criminal proceedings, referred to in the first paragraph of letter a) above;
- 2) if the Supplier is involved in criminal investigations, as referred to in the second point of letter a) above.

ENEL may take into account the aforementioned information, in order to assess the professional conduct of the Supplier.

15.6 Dichiarazione ex parte speciale "D" reati contro la personalità individuale

15.6.1 With reference to the crimes referred to in arts. 25-quinquies, 25-duodecies and 25-terdecies of Legislative Decree No. 231/2001, which are relevant for Enel's Organizational Model, the Supplier declares to have not been investigated in the last 5 years in proceedings relating to the aforementioned crimes.

15.7 International sanctions

15.7.1 Each Party represents and warrants to the other Party that, to the best of its knowledge, after due inquiry, at the execution date of the Contract, neither such Party nor any of its directors, members of its governing body, shareholders owning at least a 5% interest in the Party's company or in any company of which such Party owns at least 50 % or is otherwise controlled by such Party, or is under common control by the same parent company, are (i) subject to Sanctions, or (ii) involved in any activity, or have been previously involved in any activity, which may expose them to Sanctions. For the purposes of this section, the term "Sanctions" refers to all the applicable economic or financial sanctions or trade embargos imposed or enforced in accordance with the laws, regulations, executive orders, restrictive measures or other related rules publicly issued or notified by: (i) the

² The Legal Representative of the Company in his/her own right and on behalf of (a) the owner and the technical director, in the case of individual companies; (b) the partners and the technical director, in the case of business partnerships; (c) the general partners and the technical director, in the case of limited companies; (d) the managers holding powers of representation, the technical director and the single member (natural person), or the majority shareholder in the case of companies with less than four members, in the case of other type of company or consortium, of the Company where they perform their office and, where applicable, on behalf of the Parent Company and of the (e) owner and the technical director, in the case of individual companies; (f) the partners and the technical director, in the case of business partnerships; (g) the general partners and the technical director, in the case of limited companies; (h) the managers holding powers of representation, the technical director and the single member (natural person), or the majority shareholder in the case of companies with less than four members, in the case of other type of company or consortium, of the Parent Company.



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United Nations; (ii) the European Union; (iii) the United States government, including those established by the U.S. Department of the Treasury's Office of Foreign Assets Control; (iv) the UK Her Majesty's Treasury.

- 15.7.2 Each Party shall fully comply with all the legal requirements related to Sanctions with regard to the performance of the Contract.
- 15.7.3 Each Party undertakes to maintain in effect and enforce policies and procedures designed to prevent the application of any Sanctions and to promptly notify in writing to the other Party the opening of any proceedings that may lead to the imposition of a Sanction and, in any case, the application of any Sanctions throughout the Duration of the Contract.
- 15.7.4 Furthermore, the Supplier represents that, to the best of its knowledge, after due inquiry, its Subcontractors, Subsuppliers, third parties engaged by the Supplier and its entire supply chain, are not subject to any Sanctions and the Supplier shall promptly notify in writing to Enel, in accordance with clause 6 "COMMUNICATIONS" of these General Conditions, any circumstance in its knowledge concerning the application of any Sanctions throughout the Duration of the Contract against its Subcontractors and/or Subsuppliers.
- 15.7.5 In the event that the Supplier or any of its Subcontractors and/or Subsuppliers, third parties engaged by the Supplier or any operator belonging to its supply chain, are subject to a Sanction during the performance of the Contract, or if the Supplier provides unfaithful representations under this clause, Enel may terminate the Contract upon a prior written notice of seven (7) days. In the last case, the Supplier shall indemnify and hold ENEL harmless against any damage, loss, cost or expense arising therefrom.
- 15.7.6 In such cases of termination, the Parties may negotiate in good faith in order to mitigate, to the extent applicable, any loss or damage related to the Sanctions or arising therefrom, within the notification period for termination. Should the Parties fail to reach an agreement within seven (7) working days from the notification of termination, the Contract shall be automatically terminated, without prejudice to any other remedy available in accordance with the applicable Law or the Contract.

16 GOVERNING LAW.

- 16.1 The Contract shall be regulated by the Italian law.

17 LICENCE TO USE

- 17.1 The Supplier shall provide Enel with:
- the non-exclusive and permanent license to use the software products under the scope of the Contract, according to the purposes established in the Contract; the license shall apply to the (existing and future) companies of the Enel Group; the perpetual licenses shall remain valid, in accordance with the terms set out in the Contract, including after its expiration or termination;
 - the contractual software products may be installed and used by all the (existing and future) companies of the Enel Group and in the offices and places of interest of the Enel Group, wherever they are located. It is understood that Enel shall be liable to the Supplier for any violation the terms and conditions of the license to use by the relevant companies of the Enel Group.
 - unless otherwise provided by the Contract, Enel may install and use the software products on any processing system and in any place of interest for Enel Group;
 - the software products may be installed and used on "Infrastructure as a Service" (IaaS) or "Platform as a Service" (PaaS) environments made available by third-party contractors selected by Enel;
 - Enel may grant the use of the licenses also to third-party contractors of Enel, only within the limits and for the purposes related to the instrumental activities for the business of the Enel Group.
- 17.2 Enel may, by giving notice to the Supplier, for the entire duration and under the same conditions under the scope of the Contract: (i) transfer the ownership of the perpetual licenses of the software products covered by the Contract, (ii) continue to provide services based on the acquired software products, (iii) extend the use of the licenses covered by the Contract, to Affiliates or Investee Companies of the Enel Group.
- 17.3 Enel may also, by giving notice to the Supplier, for a maximum period up to the duration of the Contract ("Transitional Period") and under the same conditions set out in the Contract: (i) continue to provide services based on the acquired software products, (ii) extend the use of the acquired licenses, to Affiliates, Investee, Transferred Companies of the Enel Group.

18 CLOUD SERVICES

- 18.1 The Cloud Services covered by the Contract may be used by the existing and future companies of the Enel Group.
- 18.2 Enel may, by giving notice to the Supplier, for the duration of the Contract: (i) continue to provide services based on the acquired Cloud Services; (ii) allow access to and use of the acquired Cloud Services, to Affiliates and Investee Companies of the Enel Group, under the same conditions set forth in the Contract.
- Enel may also, by giving notice to the Supplier, for a maximum period up to the duration of the Contract ("Transitional Period") and under the same conditions set forth in the Contract: (i) continue to provide services based on the acquired Cloud Services, (ii) extend the use of the acquired Cloud Services, to Affiliates, Investee, Transferred Companies of the Enel Group.
- 18.3 All provisions of Article 17.1 also apply to the acquired Cloud Services.



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- 18.4 Enel may grant the use of the Cloud Services also to third-party contractors of Enel, only within the limits and for the purposes related to the instrumental activities for the business of the Enel Group. Any other use shall require an agreement between the Parties.
- 18.5 The data processed within the Cloud Services may only be archived and stored in technological infrastructures (Data Centers) approved by Enel, located in the European Union territory.
- 18.6 The data and/or the contents included by Enel in the Cloud Services and stored on suitable media in the Supplier's systems, upon explicit approval by Enel, may only be stored and exchanged within and/or through infrastructures located in the European Union territory.
- 18.7 The Supplier shall not decrease the overall security measures of the Cloud Services throughout the term of the Contract, and such measures shall always be compliant with sect. 32 of GDPR.
- 18.8 The Supplier shall not substantially reduce the functionalities of the Cloud Services currently included in the scope of the Contract.
- 18.9 All the logs created or stored under any form by the Supplier for the performance of the Contract shall be subject to the following provisions:
- all the logs collected according to applicable legal requirements and/or regulations and/or decrees shall be stored for the minimum period required by the relevant provisions and made available to Enel upon request;
 - any log whose retention is not legally required, but provided for by the Contract and/or its attachments shall be stored by the Supplier for the period specified in the Contract and made available to Enel upon request;
 - any log retention not required according to law or to the Contract and/or its attachments, but that the Supplier deems useful or necessary to provide the Services, shall be approved by Enel; these logs shall be stored by the Supplier for the period strictly required for the purposes for which they have been collected. The logs shall be made available to Enel upon request.

19 ENEL'S RIGHT OF AUDIT.

- 19.1 The Supplier shall provide Enel with a copy of the compliance certificates of its Cloud Services, including SOC1 type II and SOC2 type II reports.
- 19.2 If Enel, for any purpose, requires such certificates when they have not yet been prepared, the Supplier shall issue a "Bridge letter" ensuring the effectiveness of the environment of the internal controls, in relation to the contractual Cloud Services, for the period between the last valid issue of SOC1 and SOC2 reports and the date of request of the reports.
- 19.3 Enel reserves the right to exercise all verification rights under the Contract and these General Conditions by giving 30 days' written notice to the Supplier. The Supplier undertakes to give feedback in the time and manner established by Enel in the aforementioned notice and during the course of the performance of the aforementioned verifications.
- 19.4 With express reference to the audits and inspections referred to in paragraph 14.3.4 (i) "Duties and instructions" Enel may also carry out an audit activity, with respect to the Data Processor in order to verify compliance with the contractual provisions relating to the appointment as Data Processor on behalf of Enel referred to in Article 14 ("Processing of Personal Data").

The Data Protection Audit may also be conducted by an independent third-party auditing firm appointed by Enel in compliance with confidentiality and privacy obligations. The Data Protection Audit may be conducted on an annual basis unless it is necessary to follow up on specific requests from the competent Authority. In the latter case the costs will be shared equally between the parties.

Prior to the commencement of the Data Protection Audit, Enel will submit to the Data Processor a plan containing the scope, duration and start date, at least two weeks in advance of the proposed date for the commencement of the Data Protection Audit.

Once the Audit Data Protection has commenced, the Provider agrees to make available to Enel all information and documentation necessary to demonstrate compliance with the provisions of Article 14 and to provide timely response to Enel's requests in compliance with the audit plan and in any case no later than 15 days after receipt of such requests.

The Data Protection Audit will be conducted during the Processor's normal working hours and shall not unreasonably interfere with the Processor's activities and shall be conducted in compliance with the Processor's policies regarding visitors to its premises.



GDPR ANNEXES

ANNEX 1 GDPR

Description of the processing of personal data

With reference to art. [insert reference to art. of the Contract] of the Contract [insert reference to the number of the Contract] and in particular to the appointment of the company [insert name of the company that is appointed as Data Processor] as Data Processor, with this Annex it is intended to specify that the aforementioned processing will involve the following types of data and categories of data subjects.

A. Categories of Personal Data

- Biographical data ³ ☐
- Particular Categories of Personal Data ⁴ ☐
- Judicial data ☐
- Economic and financial Personal Data ⁵ ☐
- Data relating to Contracts with Customers ⁶ ☐
- Contact Data or Access Data ⁷ ☐
- Profiling Data ☐
- Data relating to identification / recognition documents ⁸ ☐
- Geolocation data ☐
- Statistical data ☐
- Categories of personal data (free text) ☐

B. Categories of Data Subjects

- Business Partner ☐
- Supplier ☐
- Clienti, Prospect ☐
- External Subject ☐
- Underage ☐
- Enel employees ☐
- Enel Executives Employees ☐
- Shareholders ☐
- Executives Employees of other companies ☐
- Other Categories (free text) ☐

³ For example: name, surname, sex, date of birth, place of birth, social security number, other

⁴ For example: political views, religion, racial origin, health, sexual orientation, other

⁵ For example: bank account number, credit card, other ...

⁶ For example: POD- PDR-

⁷ For example: postal or e-mail address, mobile landline number

⁸ For example: identity card, passport, driving license, CNS, other ...



ANNEX 2 GDPR

List of Sub-processors

COMPANY	COUNTRY AND ADDRESS OF THE REGISTERED OFFICE	PRODUCT OR SERVICES PROVIDED	CATEGORIES OF DATA SUBJECTS AND PERSONAL DATA PROCESSED	ADEQUATE GUARANTEES AND EXCEPTIONS FOR THE INTERNATIONAL TRANSFER OF PERSONAL DATA

Date

Signature of the Processor.....



SELF DECLARATION

(to be filled only in cases where the adequate guarantee for the transfer consists of Standard Contractual Clauses)

Dear
ENEL

The undersigned (surname) (name).....

born in(.....) on.....

resident (.....) in (street/square) n.

As legal representative of the Company

with headquarter in(.....) (street/square) n.

Tax CodeVAT.....

in relation to Contract no.

as Data Processor, aware of the criminal sanctions referred to in Article 76 of the Presidential Decree 28.12.2000 n.445, in case of false declarations and formation or use of false documents, on its own responsibility

DECLARES

- a) to arrange for a prior DTIA to be carried out in relation to the transfer of personal data underlying the Contract and to take all necessary additional security measures where required;
- b) to enter into Standard Contractual Clauses with the Sub-Contractors it may use to perform the activities under the Contract;
- c) to update and re-evaluate the DTIA at regular intervals, checking whether there have been any changes in the specific circumstances of the transfer and/or regulatory changes in the legislation of the country of destination of the transferred data that may affect the level of security of the transfer;
- d) to make available a copy of the signed SCCs and of the DTIA carried out, upon ENEL's simple request.

Date

Signature of the Processor



ANNEX 3 GDPR

RIF. CONTRATTO N. _____

ANNEX GDPR 3

REQUEST FOR AUTHORISATION OF APPOINTMENT OF SUB-PROCESSOR(S) PURSUANT TO ARTICLE 28 OF EU REGULATION 2016/679 (HEREINAFTER REFERRED TO AS “GDPR”)

The Company [*insert the name of the company appointed as Processor*], in its capacity as Processor appointed by [*insert the name of the Controller company*], Controller

WHEREAS

- for the performance of specific processing activities related to the execution of the above-mentioned Contract, it needs to engage subjects external to its organization;
- for these purposes, the Company/Companies [*insert name of the company/companies appointed as Sub-Processor/s*] has/have been identified;
- pursuant to Article 28 of the GDPR, such Company/Companies must be appointed as Processor/s.

REQUESTS

to [*insert the name of the Controller company*], in its capacity of Controller, the authorization to appoint the Company/Companies [*insert name of the company/companies appointed as Sub-Processor/s*] as Sub-Processor/s and

DECLARES

- that such appointment shall contain the same instructions given by the Controller for the performance of specific processing activities related to the performance of the Contract;
- declares that, together with this Annex, it will provide the Controller with the duly updated list of Sub-Processors, by filling in the section “Communication of amendments to the list of Sub-Processors” of this Annex;

[Date] _____,

The Processor

For authorization

The Controller



COMMUNICATION OF AMENDMENTS TO THE LIST OF SUB-PROCESSORS

(to be filled in when there is a need to update the list of Sub-Processors set out in Annex 3 GDPR, notifying the addition of new Sub- Processors or the deletion of some of those previously indicated)

The Supplier hereby gives notice that it no longer makes use of the following Sub-Processors:

[*]

Below is the updated list of Sub-Processors.

COMPANY	COUNTRY AND ADDRESS OF THE REGISTERED OFFICE	PRODUCT OR SERVICES PROVIDED	CATEGORIES OF DATA SUBJECTS AND PERSONAL DATA PROCESSED	ADEQUATE GUARANTEES AND EXCEPTIONS FOR THE INTERNATIONAL TRANSFER OF PERSONAL DATA

Date

Signature of the Processor



SELF-DECLARATION ON INTERNATIONAL TRANSFERS OF PERSONAL DATA

(to be filled only in cases where the adequate guarantee for the transfer consists of Standard Contractual Clauses)

Dear
ENEL

The undersigned (surname) (name)
born in(.....) on.....
resident (.....) (street/square) n.
As legal representative of the Company
with headquarter in(.....) (street/square) n.
Tax CodeVAT.....

in relation to Contract no.

as Data Processor, aware of the criminal sanctions referred to in Article 76 of the Presidential Decree 28.12.2000 n.445, in case of false declarations and formation or use of false documents, on its own responsibility

DECLARES

With reference to the Sub-Responsible Officers listed above

- e) to arrange for a prior Data Transfer Impact Assessment ("DTIA") to be carried out in relation to the transfer of personal data underlying the Contract and to take all necessary additional security measures where required;
- f) to enter into Standard Contractual Clauses with the Sub-Contractors it may use to perform the activities under the Contract;
- g) to update and re-evaluate the DTIA at regular intervals, checking whether there have been any changes in the specific circumstances of the transfer and/or regulatory changes in the legislation of the country of destination of the transferred data that may affect the level of security of the transfer;
- h) to make available a copy of the signed SCCs and of the DTIA carried out, upon ENEL's simple request.

Date

Signature of the Processor



Valid as of 02/01/2024

[illegible]



Valid as of 02/01/2024

[illegible]



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Valid as of 02/01/2024

[illegible]



Valid as of 02/01/2024

[illegible]



General Contract Conditions SW & Cloud Italy ed. 6
Valid as of 02/01/2024

[illegible]



General Contract Conditions SW & Cloud Italy ed. 6
Valid as of 02/01/2024

[illegible]



General Contract Conditions SW & Cloud Italy ed. 6
Valid as of 02/01/2024

not yet launched on the market																							
Internal organizational procedures, corporate operational processes and protocols, including flow charts																							
Other - specify																							

TYPES OF INTELLECTUAL PROPERTY (https://www.wipo.int/about-ip/en/)	
PATENT	A patent is an exclusive right granted for an invention. Generally speaking, a patent provides the patent owner with the right to decide how - or whether - the invention can be used by others. In exchange for this right, the patent owner makes technical information about the invention publicly available in the published patent document.
UTILITY MODEL	In some countries, a utility model system provides protection of so-called "minor inventions" through a system similar to the patent system. Recognizing that minor improvements of existing products, which does not fulfill the patentability requirements, may have an important role in a local innovation system, utility models protect such inventions through granting an exclusive right, which allows the right holder to prevent others from commercially using the protected invention, without his authorization, for a limited period of time.
INDUSTRIAL DESIGN	An industrial design constitutes the ornamental or aesthetic aspect of an article. A design may consist of three-dimensional features, such as the shape or surface of an article, or of two-dimensional features, such as patterns, lines or color.
TRADEMARK	A trademark is a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises. Trademarks date back to ancient times when artisans used to put their signature or "mark" on their products.
COPYRIGHT	Copyright is a legal term used to describe the rights that creators have over their literary and artistic works. Works covered by copyright range from books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings.
TRADE SECRET	Trade secrets are IP rights on confidential information which may be sold or licensed. The unauthorized acquisition, use or disclosure of such secret information in a manner contrary to honest commercial practices by others is regarded as an unfair practice and a violation of the trade secret protection.