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## General Contract Conditions SW & Cloud Italy ed. 7.3 Valid as of 15/11/2025

### 1 SCOPE

- 1.1 This document "General Contract Conditions for Software, Maintenance and Cloud Services" (hereinafter referred to as "General Conditions" or "GC") governs the contractual relationship between the companies of the ENEL Group and the Supplier (hereinafter referred to collectively as the "Parties") for the purchase of Software, Cloud Services and/or Artificial Intelligence Systems and related Maintenance and Support services.
- 1.2 ENEL pursues a sustainable business model, also through its contractual relationships with suppliers who share its objectives, and aims to place environmental, social and economic sustainability, together with innovation, at the heart of its corporate culture, implementing a development system based on the sharing of value creation, both inside and outside the company as per the following link: <https://www.ENEL.com/it/azienda/il-nostro-impegno/sdg-onu>. ENEL pursues the achievement of the United Nations Sustainable Development Goals (SDGs), since 2004, ENEL has been a "Participant" member of the United Nations Global Compact and was reconfirmed in 2020 among its LEAD companies, thanks to ENEL's adherence to the 10 founding principles relating to human rights, labor standards, environmental protection and the fight against corruption.
- 1.3 Any waiver and/or modification of these GC or any other documents forming part of the Contract must be approved in writing. Such amendments and/or waivers shall apply only to the specific Contract for which the waiver and/or amendment has been agreed, and not to other existing or future contracts between the same Parties.
- 1.4 Unilateral changes to the terms and conditions relating to the Software and Services covered by the Contract shall be permitted during the Term of the Contract, unless they are expressly accepted by both Parties and formalized by signing a contract amendment.

### 2 DEFINITIONS

The following definitions are used in this document, inter alia:

- **Affiliate ENEL Group Company:** any legal entity that, directly or indirectly, controls, is controlled by, or is under the control, (including joint control) of a legal entity of the ENEL Group. For the purposes of this definition, "**Control**" means the direct or indirect (including jointly) power of any ENEL Group legal entity to determine the management guidelines and/or policies of the affiliated Company, regardless of the share of capital held by virtue of (ii) contract or (iii) other agreement or method.
- **Artificial Intelligence Input (AI Input):** Any material, such as audio or video files, electronic documents or images used to generate AI Output.
- **Artificial Intelligence Output (AI Output):** means any output generated by the use of the AI System,
- **Artificial Intelligence System (AI System):** refers to any Software and/or Cloud Service covered by the Contract that includes artificial intelligence technologies, including test versions in development environments and all new versions thereof.
- **Artificial Intelligence Technical Documentation (AI Technical Documentation):** the technical documentation related to the AI System including i) technical specification of the AI System containing all the information and requirements indicated in the Annex A of the AI Technical Documentation; ii) Annex B of the AI Technical Documentation containing the indication of the Provider's and/or third-party Data Sets used in the development and training of the AI System; and iii) the Instructions for Use. The AI Technical Documentation is delivered by the Supplier to ENEL, attached to the Contract and kept updated by the Supplier during the Term of the Contract.
- **Cloud Services:** in the context of Infrastructure as a Service (IaaS) and/or Software as a Service (SaaS) and/or Platform as a Service (PaaS), refer to the cloud computing services covered by the Contract.
- **Contract (or "Agreement"):** the set of documents that make up the Contract, as indicated in Article 5.
- **Datasets:** the Supplier's and/or third parties datasets used in the development and training of the AI System described in the Annex B of the AI Documentation attached to the Contract.
- **Divested ENEL Group Company:** an ENEL Group company in which the entire shareholding has been transferred to third parties during the Term of the Contract and for which the IT systems must be carved out.
- **ENEL Content:** any material, such as audio or video files, electronic documents or images, that ENEL uploads, imports into or derives from the SaaS platforms for the use of or creates with them in connection with or through its use of the Provider's Cloud Services.
- **ENEL Group:** in addition to (i) companies in which ENEL S.p.A. holds a majority of the votes exercisable at the ordinary shareholders' meeting; (ii) companies in which ENEL S.p.A. holds sufficient votes to exercise a dominant influence at the ordinary shareholders' meeting will also be considered subsidiaries:
  - a) Italian and foreign companies over which ENEL S.p.A. has the right to exercise a dominant influence, by virtue of a



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- contract or a clause in the articles of association, where the applicable law allows such contracts or clauses;
- b) Italian and foreign companies in which ENEL S.p.A. controls, base on the agreements with the other shareholders, sufficient votes to exercise a dominant influence at the ordinary shareholders' meeting. For the purposes of paragraph 1, rights held by subsidiaries or exercised through trustees or agents, shall be considered; those held on behalf of third parties shall not be considered).
- **Force Majeure Event:** unless otherwise provided by law, means any act or event beyond the reasonable control of the Parties that prevents the Party affected by the event from fulfilling, in whole or in part, its contractual obligations. 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 foresee, prevent, avoid or overcome with all reasonable effort. The burden of proving a Force Majeure Event shall be on the Party claiming it.
  - **Generally Available Software/Cloud Services:** refer to all software products and cloud services that are not End of Life and therefore have not reached the end of their life cycle.
  - **Instructions for Use:** means the information provided by the Supplier to inform ENEL, in particular, about the Intended Purpose of the AI System and its correct use. The Instructions for Use form an integral part of the AI Technical Documentation.
  - **Intended Purpose:** means the use for which the AI System is intended by ENEL, including the specific context and conditions of use, as specified in the information provided by the Supplier in the Instructions for Use.
  - **Investee ENEL Group Company:** a company in which an ENEL Group company reduces its shareholding to less than 50.01% during the Term of the Contract, over which the ENEL Group company does not exercise Control, as identified in the ENEL Group Affiliate definition.
  - **Post-Market Monitoring System:** the monitoring system of the AI System shall be established and documented by the Supplier during the Term of the Contract, in a manner proportionate to the nature of the AI technologies and the risk of the AI System.
  - **Reasonably Foreseeable Misuse:** means the use of the AI System in a manner does not comply with the Intended Purpose, but which may result from reasonably foreseeable human behavior or interaction with other systems, including other AI Systems.
  - **Serious Incident:** means an incident or malfunction of the AI System that, directly or indirectly, causes any of the following events:
    - (a) the death of a person or serious damage to his or her health;
    - (b) a serious and irreversible disruption to the management or operation of critical infrastructure;
    - (c) a breach of obligations under European Union law regarding the protection of fundamental rights;
    - (d) serious damage to property or the environment.
  - **Services:** refers to the Cloud Services and the Maintenance and Support Services covered by the Contract.
  - **Software:** refers to any computer program licensed, acquired, or developed under the Contract.
  - **Supplier (or "Provider", "Contractor"):** means the legal entity (or a group of entities, including a Temporary Association of Companies or consortium) that signs the Contract. In the case of a group of suppliers, including a Temporary Association of Companies or consortium, "Supplier" refers to each of its members.
  - **Subcontractor:** a legal entity – including its employees and representatives – that has a direct contract with the Supplier for the performance of part of the subject matter of the Contract
  - **Substantial Modification:** any modifications to the AI System during the Term of the Contract that is not provided for or planned in the initial conformity assessment carried out by the Provider and that affect the conformity of the AI System with the requirements set out in the Contract, or involves a change in the Intended Purpose for which the AI System has been assessed.
  - **Subsupplier:** a legal entity – including its employees and representatives – that supplies the Supplier, directly or indirectly, with materials and/or equipment (including parts thereof) necessary for the performance of the Contract.
  - **Term:** the term of the Contract as set out in in the Order Letter.

### 3 LANGUAGE.

The official language of the Contract and the GC are Italian, which shall prevail in the event of a conflict between its translations in other languages.



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**4 EXECUTION**

- 4.1 The Contract is concluded with the signature by all Parties.
- 4.2 The Parties exclude both automatic renewal and tacit extension of the Contract.

**5 INTERPRETATION AND HIERARCHY**

- 5.1 The following contractual documents, considered together constitute the Contract between the Parties:
1. Order Letter;
  2. HSE Terms for Supply and not operational Services on site (hereinafter "HSE Terms");
  3. General Contract Conditions of Contract SW Cloud Italia;
  4. Technical and economic documents (Technical Specification, Service Level Agreement, All Technical Documentation, Price List, Penalties/Service Credits).
- 5.2 The order of precedence of the contractual documents is determined according to the hierarchy indicated in Article 5.1. above. It is understood that, in interpreting the Contract, the Parties undertake to ascertain their mutual intention without limiting themselves to the literal meaning of the expressions used.
- 5.3 The invalidity of one or more clauses does not affect the validity of the Contract in its entirety. The Parties undertake to replace the invalid clause with another that responds as closely as possible to the original intent of the Parties.

**6 ECONOMIC CONDITIONS**

**6.1 Price**

- 6.1.1 The contract price is the consideration established for the performance of all obligations under the Contract, into account its total value (hereinafter referred to as the "**Price**"). The Price includes all charges for the professional performance of all services covered by the Contract. The Price is fixed and invariable for the Term of the Contract,
- 6.1.2 By signing the Contract, the Supplier acknowledges:
- to have been fully informed of the type of services covered by the Contract and of any other necessary elements, and to have duly taken these into account in relation to all circumstances and risks that may influence the performance of the services and the determination of the related prices;
  - that, in view of the above, no reservation may be made regarding the non-profitability of individual prices, whatever the cause may be.
- 6.1.3 If, without ENEL's request or written approval, the Supplier performs services exceeding the quantity and quality of those commissioned, or uses materials and equipment of a higher size and quality than prescribed, it shall not be entitled to higher compensation, but only to payment of the fees relating to what was commissioned.

**6.2 Invoicing**

- 6.2.1 Before issuing each invoice, the Supplier shall request and obtain the invoicing authorization from Enel Contract Manager as specified in the Order Letter. Enel issues the approval after the positive outcome of the assessment of conformity of the Products and Services covered by the Contract with the contractual provisions and the checks required by law or by the Contract.
- 6.2.2 The invoices shall specify the following information:
- Supplier's details (VAT number, registered and administrative office, tax details in case of lenders, correspondent bank);
  - IBAN code of the Supplier 's current account;
  - BIC code - "Bank Identifier Code" of the Supplier 's Bank;
  - reference to the Contract Code;
  - specification, for each line of the Purchase Order, of the line to which it refers. Each line of the invoice may only refer to one Purchase Order.
- 6.2.3 Invoices may be transmitted through ENEL's electronic systems (Procurement Portal, through which ENEL acts as an intermediary for the Exchange System for Electronic Invoicing) or through the Exchange System (SDI) of the Italian Revenue Agency. ENEL's commitment to forwarding invoices to the SDI does not automatic imply recognition of the credit due to the Supplier, which remains subject to verification by ENEL. The Invoicing Annex contains the technical details necessary for the correct management of electronic invoicing for ENEL. If an invoice is issued in any other way, it shall be considered not issued, as expressly provided for law.
- 6.2.4 Copy of the invoices must be sent to the addresses provided in the Order Letter.
- 6.2.5 Invoice will be valid and accepted by ENEL if they (i) contain all the data and information required by law and by the Contract, including the number of the Group VAT Number and the Tax Code of the relevant ENEL Company, and (ii) issued after



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receiving the authorization to invoice from ENEL.

6.2.6 From January 2021, the Italian companies of the ENEL Group listed in the "ENEL VAT Group" document available at the following link <https://globalprocurement.ENEL.com/it/documenti/gruppo-iva> are a single and independent VAT taxpayer with a single VAT number., Therefore, the Split Payment VAT Regime does not apply to these companies.

6.2.7 Individual invoice may be issued in a single currency.

### 6.3 Invoicing in the case of a Temporary Association of Companies or Ordinary Consortium

6.3.1 Unless the Temporary Association of Companies or the Ordinary Consortium has an independent VAT number, each company in the TAC or Consortium must invoice the fees for its service in order to comply with financial traceability obligations. Invoices issued by individual principals must be received by ENEL duly accompanied by the Agent Company's approval.

### 6.4 Payments

6.4.1 ENEL will pay each invoice by bank transfer with a fixed value date for the beneficiary on the third last working day of the month in which the term of 60-day period from the end of the month following receipt of the invoices expires, provided that ENEL receives the invoices with the identification details of the authorization to invoice (hereinafter "Approval for Invoicing"). Invoicing without the Approval for Invoicing details will be not accepted or taken into account when calculating the date of receipt.

6.4.2 The Supplier shall promptly notify ENEL of any changes to its data. Failure to do so or delay in notification shall mean that ENEL is deemed to have fulfilled its payment obligations, and the Supplier shall not be able to raise any objections regarding non-payments or delays in payment.

6.4.3 ENEL may withhold or offset advance payment instalments against accrued penalties if, during ongoing audit, the Supplier is found to be in breach of one or more of its obligations. ENEL also reserves the right to withhold payments if the Supplier has violated the terms of the Contract and/or is not in compliance with legal requirements, particularly with regard to labor employed.

6.4.4 Italian and foreign suppliers registered on the ENEL Procurement Portal ( <https://globalprocurement.ENEL.com/it>) must enter their IBAN or bank account details in the dedicated section of the WEB EDI platform. Any changes to these details must be communicated exclusively via the same area of the EDI WEB platform.

6.4.5 Payment of invoiced amounts shall not imply that ENEL (i) considers the Contract to have been correctly performed by the Supplier, nor (ii) waives its rights or claims against the Supplier. ENEL expressly reserves the right to exercise these rights and claims regardless of any payment made.

6.4.6 The Supplier is not permitted to assign collection mandates to third parties, resort to payment delegation, or otherwise dispose of its credit.

## 7 TAXES

7.1 The Parties undertake to carry out all administrative formalities and to deliver all the documents necessary for the regular direct and indirect payment of taxes, in accordance with the procedures provided for by law. The Parties also undertake to collaborate in order to obtain exemptions or other applicable tax benefits relating to the Contract.

7.2 If an agreement to avoid double taxation is in force between the Supplier's country of residence and Italy, the Parties undertake to cooperate in order to ensure its correct application.

7.3 All taxes, duties and fiscal charges relating to the subject matter of the Contract shall be paid by the Supplier, except those that ENEL is required to pay by law.

## 8 PERFORMANCE OF THE ACTIVITIES AND PURCHASE ORDERS

8.1 Even if finalized and binding on the Parties, the Contract does not alone allow the performance of the contractual activities covered by the Contract. The Supplier will be able to start the contractual activities only after the ENEL business unit that manages the Contract identified in the Order Letter (hereinafter "**Contract Manager**") issues specific purchase orders detailing the Software and Services requested by ENEL (hereinafter "**Purchase Orders**"), followed by the possible signing of the Supplier's order forms (hereinafter "**Order Form**") by the Contract Manager after the finalization of the Contract.

8.2 It is understood that the Purchase Orders and/or Order Forms may not contain additional and/or conflicting terms and conditions to those forest out in the Contract. Any such terms and conditions included in the Purchase Orders and/or Order Forms shall have no effect and shall not apply to the Contract, even if they are signed.

8.3 For "lump sum" professional services, ENEL may divide any deliverables identified in the Technical Specifications into several Purchase Orders where this is deemed appropriate for the operational and management requirements of the project. In any case, the total value of the Purchase Orders may not exceed the total amount established for the relevant deliverables.

8.4 The terms and conditions for performing of the contractual activities (inputs, time constraints, etc.), timing, resources required, and methods of executing each Purchase Order shall be defined by ENEL when assigning the activity, via the assignment notice issued by the Contract Manager and officially sent to the Supplier.

8.5 Once completed, the activities shall be delivered by the Supplier to the Contract Manager for acceptance.

8.6 The contractual activities shall be deemed to have been completed upon the successful completion of checks carried



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out by the Contract Manager. In these checks are passed successfully, the Contract Manager shall officially send the Supplier the Approval for Invoicing.

- 8.7 ENEL reserves the right to check the progress of each Purchase Order using methods that will be communicated by ENEL to the Supplier.
- 8.8 If the Supplier is unable to perform the contractual activities within the indicated terms ENEL or the activities performed do not pass the necessary checks and controls, ENEL reserves the right to terminate the Contract and claim damages, without prejudice to the application of the penalties provided and/or Service Credits for in the Contract.

**9 ASSIGNMENT OF THE CONTRACT.**

- 9.1 The Supplier may exclusively assign the receivables arising from the Contract to Banks or Financial Intermediaries registered with the bodies specified in Legislative Decree no. 385 of 1 September 1993 (hereinafter referred to as the "Assignee"), provide that ENEL has given its written authorization.
- 9.2 Notification to ENEL of the assignment of the receivables deriving from the Contract, together with the new bank details for making payments, must be sent to ENEL by the assigning Supplier and/or the Assignee no later than 30 (thirty) days before the payment deadline of the relevant invoice.
- 9.3 ENEL may refuse payment of the assigned invoice if the Assignee does not meet the requirements set out in this clause, or if the required notification has not been made correctly. ENEL as the assigned debtor, ENEL Reserves the right to raise all the objections that would have been raised against the assignor against the Assignee.
- 9.4 The Supplier undertakes to notify ENEL without delay of any procedures relating to dissolution, transformation, merger, demerger, increase or reduction of the share capital, and of any other extraordinary transaction including the sale and/or acquisition of majority shareholdings and/or business units, as well as significant changes in its governing bodies. The Supplier's assignee may take over the Contract, if i) ENEL has received the notification of the corporate transaction without delay; and ii) the assignee has undertaken in writing to comply with the Contract's terms and conditions and meet the requirements for qualification for the ENEL supplier portal, as well as all the technical, economic and moral suitability requirements appropriate for the performance of the Contract.
- 9.5 Without prejudice to the provisions of law, the assignment of the Contract is prohibited without the written consent from the other Party. However, ENEL reserve the right to assign the Contract to companies within ENEL Group and its Affiliate and Investee.

**10 LIMITATION OF LIABILITY, WARRANTIES AND PENALTIES.**

**10.1 Limitation of Liability**

- 10.1.1 The Supplier shall be liable to ENEL and shall indemnify ENEL from and against any and all claims, direct and indirect damages, losses (including, by way of example and without limitation, loss of profits and/or damage to reputation), and expenses (including legal fees and expenses) suffered or incurred by ENEL and/or any company of the ENEL Group as a result of or in connection with (i) any act, decision or omission of the Supplier or its employees, representatives or Subcontractors that constitutes a breach of their legal or contractual obligations; and (ii) any breach by the Supplier of any representations and warranties made in the Contract.
- 10.1.2 The Supplier shall indemnify and hold ENEL harmless from and against any and all claims, damages, losses (including, by way of example and without limitation, loss of profits and/or damage to reputation) and expenses (including legal expenses and fees) suffered or incurred by ENEL and/or any company of the ENEL Group as a result of or in connection with any third parties claim (including claims made by any Authority) or legal proceedings of any nature relating to the Supplier or as a result of or in connection with this Contract. This indemnification shall also cover any amount that ENEL pays for expenses or costs arising from legal action, injunctions or court summonses, without prejudice to its rights of defense.
- 10.1.3 Each Parties' liability for damages resulting from non-performance of the Contract shall not exceed 100% of the total value of the Contract, determined including price, tolerance, variants and options and excluding penalties and/or service credits applied.
- 10.1.4 The limitation of liability referred to in art. 10.1.3. of these General Conditions shall not apply in the following cases:
- in the event of fraud, willful misconduct or gross negligence on the part of the defaulting Party;
  - violations by the Supplier of laws, regulations, provisions, third-party rights and obligations relating to intellectual property, confidentiality, personal data protection, cybersecurity, criminal law and anti-corruption;
  - ENEL's rights of recourse or indemnity arising from any third parties claims caused by the Supplier.
  - breach of the obligations set out in the "Code of Ethics" of these General Conditions.
  - administrative penalties arising from actions and/or omissions by the Supplier or its subcontractors.

**10.2 Warranties**

- 10.2.1 For the Term of the Contract, the Supplier warrants that the Software and Services covered by the Contract will comply with the Contract's terms and conditions and will be perfectly suitable for their intended use, free from errors, defects and/or interruptions. The Supplier also guarantees that all the activities covered by the Contract will be carried out with the qualified diligence of the professional, using the best available techniques, in a workmanlike manner and with qualified personnel suitable for carrying out the aforementioned activities.
- 10.2.2 For the Term of the Contract, the Supplier undertakes to comply with the service levels agreed with ENEL set out in the



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Contract (hereinafter "**Services Level Agreement**" or "**SLA**") and to make all tools and/or reports suitable for measuring and monitoring the SLAs available to ENEL at any time during the Term of the Contract.

10.2.3 In the event of non-compliance of the Software and Services with the guarantees provided for in the Contract, the Supplier shall, without delay and at additional cost to ENEL and minimizing the impact on ENEL's activities, remedy and take appropriate corrective action by replacing or modifying the non-compliant Software or Service without altering the functions and features provided for in the Contract

**10.3 Penalties and Service Credits**

10.3.1 If the Supplier fails to comply with the Contract or the warranty obligations referred to in Article 10.2 shall entitle ENEL to apply the penalties and/or Service Credits set out in the Contract, which shall be collected by ENEL in accordance with the procedures set out in the Contract.

10.3.2 Payment of penalties due shall be made, subject to written objection by ENEL, by deduction from the next instalment or balance payment instalment, or by means of a penalty charge letter, followed by the issuance of an invoice by ENEL.

10.3.3 Penalties shall be paid or compensated, as applicable, within 90 (ninety) days of the ENEL invoice issue date.

10.3.4 If the total amount of the penalties and/or Service Credits applied by ENEL under the Contract exceeds, in aggregate, 10% of the Contract's value, ENEL reserves the right to terminate the Contract.

10.3.5 The application of penalties and/or Service Credits does not exclude or limit ENEL's right to compensation for any damages.

**10.4 Digital accessibility**

10.4.1 The Supplier guarantees that all websites and/or applications and/or mobile apps covered by the Contract, also provided through the Subcontractors/Subcontractors, comply with the international accessibility standards WCAG 2.1. (Web Content Accessibility Guidelines) created by the World Wide Web Consortium (W3C), with a minimum level of AA.

10.4.2 If, during the Term of the Contract, ENEL finds that the subject matter of the Contract does not comply with the aforementioned international accessibility standards, ENEL reserves the right to terminate the Contract and claim compensation for any damage incurred.

10.4.3 The Supplier also undertakes to fully indemnify ENEL against any financial penalties that may be imposed due to non-compliance with the aforementioned standards, as well as against all legal expenses and fees incurred by ENEL.

**11 WITHDRAWAL AND TERMINATION OF THE CONTRACT**

**11.1 Withdrawal**

11.1.1 The Supplier is prohibited from withdrawal the Contract early. Therefore, any contrary provision contained in any document of the Supplier shall not apply unless expressly accepted in writing by ENEL.

**11.2 Termination**

11.2.1 The Parties have the right to terminate the Contract in the cases provided for by law, in cases provided for in the Contract itself, or when there is a cause that prevents or significantly compromises the proper performance of the activities covered by the Contract. In this case, the defaulting Party will be given a period of at least 15 (fifteen) calendar days to comply. If this period expires without resolution, the other Party may terminate the Contract. This does not affect ENEL's right to collect relevant penalties or service credits or suspend payments still due to the Supplier.

**11.2.2 Express termination clause**

Without prejudice to the above, ENEL may terminate the Contract immediately and without prior notice in the following cases, regardless of the seriousness of the breach:

- a) breach by the Supplier, its subcontractors and/or any other person involved in performing of the Contract of legal and contractual obligations relating to intellectual property, confidentiality, processing personal data, protection of health and safety protection, and ethical clauses;
- b) verification of omissions, falsehoods, or failure to update information or declarations made by the Supplier relating to the compliance with legal, economic, financial, technical or contractual conditions;
- c) loss by the Supplier of the requirements necessary for registration in ENEL's qualification system, or for the awarding and performance of the Contract;
- d) the Supplier engaging in actions, omissions, conduct or situations that may generate reputational risk for ENEL, or that may otherwise as to compromise ENEL's image and/or the Supplier's reliability with regard to its ability to perform the Contract.

**12 FORCE MAJEURE**

12.1 Supplier may not invoke a Force Majeure Event in the following cases:

- a) delays or an inability to source materials or human resources that were reasonably foreseeable or could have been avoided or corrected in advance;
- b) delays or breaches of Contract by a Subcontractor unless they are a consequence of a Force Majeure Event;



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- c) technical, economic or financial difficulties of the Supplier or its Subcontractors.
- 12.2 Neither Party shall be liable for any breach of its obligations if performance is delayed or prevented due to a Force Majeure Event. The Party affected by a Force Majeure Event must notify the other Party in writing as soon as possible, and, in any case no later than 15 (fifteen) calendar days from becoming aware of the Event. The aforementioned notification must:
1. specify the circumstances in which the Event occurred;
  2. indicate the estimated duration of the Event;
  3. describe the contractual obligations whose fulfilment is prevented, in whole or in part, by the Force Majeure Event and the measures taken to reduce the negative effects of the Event on performance of the Contract, where possible;
  4. attach documents proving that the event invoked can be considered a Force Majeure Event.
- 12.3 The other Party shall respond in writing, either accepting or rejecting the Force Majeure Event and providing adequate reasons, within 15 (fifteen) calendar days of receiving of the aforementioned notification. Failure by the Party receiving the notification to respond shall be interpreted as acceptance of the Force Majeure Event invoked.
- 12.4 If a Force Majeure Event occurs, fulfilment of the obligations shall be suspended for the entire period during which the Force Majeure Event persists, and neither Parties shall be entitled to claim compensation. Contractual obligations unaffected by the Force Majeure Event shall continue to be performed in accordance with the terms and conditions of the Contract in force prior to its occurrence.
- 12.5 If the performance of the Contract is significantly affected due to a Force Majeure Event and suspended for more than 180 (one hundred and eighty) calendar days, or if it is no longer possible to perform the Contract, either Party may request termination of the Contract with 15 (fifteen) calendar days prior written notice to the other Party. No compensation shall be payable between the Parties in this case.

### 13 LABOUR LAW OBLIGATIONS

- 13.1 With regard to its employees engaged in the activities covered by the Contract, the Supplier undertakes to:
1. apply contractual and remuneration conditions that are no less favorable than those set out in the CCNL signed by the most representative trade union associations, as well as any supplementary territorial and/or company agreements relating to the relevant sector of activity that are in force during the period and in the locations where the work is carried out;
  2. comply with the rules on remuneration - including severance pay - and ensure the regular payment of income tax and VAT, as well as regularly fulfilment of all other legal obligations relating to insurance, contribution, welfare and any other kind of charges, in accordance with the laws, regulations and rules in force;
  3. ensure and verify that workers display their identification card in accordance with the law. Pursuant to art. 1381 of the Italian Civil Code, the Supplier undertake to enforce this obligation on self-employed workers and employees of Subcontractors involved in the performance of contractual activities;
  4. apply types of contracts consistent with the work required and actually performed to workers engaged in the performance of the Contract, in accordance with the respective regulations in force;
  5. ensure equivalent economic conditions for workers rehired by the incoming Supplier under the same economic and regulatory conditions provided for by the national collective agreements for the sector stipulated by the most representative trade union,s or following collective agreements stipulated with the most representative organizations <sup>1</sup>.
- 13.2 In compliance with current personal data protection regulations, prior to commencing activities covered by the Contract, the Supplier must provide self-certification of regular remuneration and contributions in the format indicated in the **Joint Liability Annexes**, available at the following link <https://globalprocurement.ENEL.com/it/documenti/search-documents-all?keyword=General%20Contract%20Condition%20-%20Ed.%208%20E2%80%93%20Italia%20-%20Allegati%20Responsabilit%C3%A0%20Solidale> referring to all workers involved in performing the Contract (including any para-subordinate workers, workers seconded from companies other than the Contractor or Subcontractor, and temporary workers). This certification must be updated and resubmitted on a monthly basis from the date of signing of the Contract. In any case, the Supplier also undertakes to promptly notify ENEL of any changes that may occur with respect to the aforementioned self-declaration previously provided to ENEL.
- 13.3 The Supplier shall provide the same self-certification for to the Subcontractor's or Subsupplier's personnel.
- 13.4 ENEL reserves the right to modify the self-certification set out in the Joint Liability Annexes and/or change the methods and frequency with which it must be provided, provided that at least 30 (thirty) days' written notice is given;
- 13.5 ENEL reserves the right to carry out any control and monitoring activities, including inspections, audits and/or requests for documentation, through its own personnel and/or third parties authorized by ENEL. These activities are aimed at verifying compliance with the aforementioned obligations regarding regular of remuneration and contributions, by both the Supplier and by its Subcontractors and Supsuppliers. In such cases, the Supplier must grant ENEL access to its premises and provide the requested documentation promptly.
- 13.6 ENEL's failure to request verification shall in no way limit the Supplier's liability in the event of non-fulfilment of its

<sup>1</sup> This clause applies to service contracts where the company awarded the contract takes over from a previous company and re-employs its staff.



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obligations.

13.7 In the event of a breach of any of these obligations, ENEL reserves the right to suspend payments due to the Supplier (for contracts subject to the application of the Public Procurement Code), as well as terminate the Contract and claim compensation for any damages suffered.

13.8 For Contracts falling within the scope of the Public Procurement Code, in the event of a breach of the obligations referred to in this article, ENEL shall set a deadline for the Supplier to comply. Once a delay in performance has been ascertained, or if the Supplier has not formally and reasonably contested the validity of the performance request, ENEL shall withhold any accrued credit in favor of the Supplier for execution. If the credit is insufficient for this purpose, ENEL shall enforce the Economic Guarantee.

13.9 The Supplier undertakes to transfer the obligations referred to in previous sections to its contracts with the Subcontractors.

**13.10 Data processing.**

13.10.1 Without prejudice to the provisions of Art. 17 "Protection of personal data", ENEL informs the Supplier that personal data relating to contractors and subcontractors employees (including access control on construction sites) is processed exclusively for the purposes related to the performance of the Contract. This processing is carried out in accordance with legal regulations on measures to combat tax evasion and avoidance, as well as undeclared work, and to promote workplace safety. Such data, which are processed automatically, are stored for a period not exceeding that necessary for the purposes for which they were collected and subsequently processed. This takes into account limitation periods, without prejudice to the obligation to retain accounting records under present and future legislations. The Contractor and Subcontractor shall be responsible for informing the data subject and, where required by the ENEL Group company acting as the client, obtaining the necessary consents for processing personal data for the above purposes.

13.10.2 In the event of subcontracting, the Supplier undertakes to include the obligations referred to in this clause in the contracts with the Subcontractors. The Supplier specifically undertakes, pursuant to Article 1381 of the Italian Civil Code, to ensure that the Subcontractors fulfil these obligations.

**14 INTELLECTUAL PROPERTY**

**14.1 Purchase of existing Software, AI System or Service, which does not require any adaptation or new adaptive development.**

14.1.1 The Supplier guarantees to ENEL that the Software, AI System and/or Service do not infringe any third-party intellectual property rights. Furthermore, the Supplier guarantees that in carrying out its activities, including the design, manufacture, development and sale of the Software, AI System and/or Service provided to ENEL, it has not infringed and does not infringe any intellectual property right or other right of third parties, such as, but not limited to, rights relating to trademarks, patentable inventions, works that can be protected by copyright, rights relating to source codes (including those released in open source mode), utility models, industrial designs and trade secrets.

14.1.2 If the Supplier needs to use rights licensed by third parties for the purposes of performing the Contract, it guarantees that it has the appropriate title to use such rights. At ENEL's request, the Supplier shall provide ENEL with any information, clarification or explanation, relating to any asset protected by intellectual property rights owned by third parties and used for the performance of the Contract, as well as any other relevant documents or data.

14.1.3 The Supplier undertakes to indemnify ENEL and its Affiliates from any action, claim or dispute relating to the infringement of intellectual property rights that may affect the performance of the Contract, or the use of the Software, AI System or Service, brought by third parties, indemnifying them, as well as compensating them for all losses and damages arising from such actions or requests. The Supplier also undertakes to promptly notify ENEL in writing of the existence of any actions or claims, judicial or extrajudicial, brought by third parties regarding alleged infringements of intellectual property rights impacting the performance of the Contract.

14.1.4 If judicial or extrajudicial actions or claims relating to intellectual property rights over the Software, the AI System or the Services are brought by third-parties and it became necessary to modify or replace, the subject matter of the Contract, in whole or in part, the Provider undertakes to carry out all activities necessary to ensure equivalent functionality and features to those covered by the Contract, at its own expense and subject to agreement with ENEL.

14.1.5 In any case, the provisions of Article 11.2 (a) of these General Conditions shall apply.

14.1.6 The Supplier is prohibited from using ENEL's trademarks, logos and/or distinctive signs, as well as from using the ENEL name, even in reference to its status as a supplier under this Contract, without ENEL's prior written authorisation.

**14.2 Purchase of Software, AI System or Service requiring adaptation or new adaptive development**

14.2.1 In such cases, the provisions of Article 14.1 shall apply, as along with the following.

14.2.2 The Parties agree that with reference to all material and information that one Party will share with the other Party for the purpose of performing the Contract (by way of example but not limited to: documents, minutes, products, samples, source codes, technical specifications, know-how, drawings, projects, computer programs and information of any kind, as well as related copies - hereinafter referred to as the "**Contractual Material**") the Party receiving the Contract Material owned by the other Party, unless otherwise provided for under the Contract, shall: (i) not copy, reproduce, process, translate, modify, adapt, develop, decompile, disassemble or reverse engineer the Contractual Material in whole or in part; (ii) not create works, objects, articles, products, samples or technical specifications derived from the Contractual Material; (iii) not use the Contract Material for purpose other than the performance of the Contract; (iv) share the Contractual Material internally only



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with personnel for whom it is strictly necessary for the purposes of performing of the Contract; (v) ensure that the aforementioned obligations are also complied with by any other persons (natural or legal) involved by it in the performance of the Contract; (vi) not disclose the Contractual Material and shall ensure that their employees do not disclose it to third parties without the prior written consent of the other Party and (vii) keep the Contractual Material confidential pursuant to Article 15 "Confidentiality".

- 14.2.3 Each Party acknowledges and agrees that any intellectual property rights owned by each Party prior to signing the Contract (hereinafter referred to as "**Background IP**") shall remain the property of such Party and the other Party shall not be entitled to claim such rights in any way. Before signing the Contract, each Party shall specify its Background IP relevant to the performance of the Contract in the Annex "Background IP", which forms an integral and substantial part of the Contract. Any new or additional development relating to the Background IP created or performed in the performance of the Contract, as well as all know-how, technology, methodologies, innovations and information resulting from the performance of the Contract and all documentation produced (by way of example but not limited to: manuals, strings or individual pieces of source code and documents containing commercial, technical and/or confidential information), together with the intellectual property rights inherent therein (hereinafter, jointly, "**Foreground IP**"), are the exclusive property of ENEL and are included in the price of the Contract. Prior to final payment of the Contract price, the Parties shall draw up a report certifying and acknowledging the Foreground IP generated in the performance of the Contract.
- 14.2.4 If the Contract originally concerned the cases referred to in Article 14.1 and, during its execution, the Parties find it necessary to carry out the activities referred to in Article 14.2, the Parties acknowledge and accept that the provisions of Article 14.2 shall apply. In this case, the Parties undertake to draw up the Annex referred to in Article 14.2.3 above before sharing the relevant Background IP with the other Party.

## 15 CONFIDENTIALITY

- 15.1 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 the negotiation and/or performance of the Contract (the "**Confidential Information**"), must only be used for the purpose of the performance of the Contract and is confidential in nature.
- 15.2 Confidential Information includes, but is not limited to, news and information constituting intellectual property rights, discoveries, inventions, developments, technical and technological information, technical documents, know-how, trade and industrial secrets, development or testing activities, computer programs, databases, software (including source codes), data and information generated by AI systems, production processes and methods, business models, data, concepts, procedures, drawings, sketches, algorithms, formulas, models, prototypes, business plans, financial data and information, business and marketing plans, commercial analyses, list of customers and information relating to them, information and analysis of competitors and their products, appraisals, technical and/or legal opinions, and the fact of being a contractual partner of ENEL, as well as all information, news and data relating to the Parties.
- 15.3 Confidential Information also includes all information relating to a Party that is made available to the other Party before or during the performance of the Contract, either by the directors, managers or employees of the disclosing Party or its Subcontractors or subsidiaries and their corresponding directors, managers, employees or subcontractors (hereinafter referred to as "Representatives of the Disclosing Party"). Confidential information also includes all information concerning the Representatives of the Disclosing Party.
- 15.4 The following shall not be considered Confidential Information:
- information which the receiving Party can prove was already lawfully known to it prior to the commencement of the performance of the Contract;
  - information that the receiving Party can demonstrate was received from third parties not subject to (or in breach of) a confidentiality agreement, either by law or contract;
  - information disclosed to the receiving Party that, through no fault of the receiving Party, subsequently become generally known or readily accessible to persons within the circles that normally deal with the type of information in question.
- 15.5 Notwithstanding the foregoing, the receiving Party may disclose Confidential Information to comply with a regulatory obligation or a legitimate request from a competent court or public authority, provided however that in such circumstances said Party shall notify the other Party (where legally possible) prior to disclosing such Confidential Information, so that the other Party has the opportunity to defend, limit or protect itself from such disclosure; and, provided further that (i) only the portion of the Confidential Information required to be disclosed shall be disclosed, and (ii) reasonable efforts shall be made to obtain confidential treatment for any Confidential Information so disclosed.
- 15.6 Each of the Parties:
- shall limit the disclosure of Confidential Information exclusively to representatives who have an actual need to know it due to their involvement in the performance of the Contract;
  - shall bind its representatives and guarantee that they act in full compliance with the obligations set out in this clause;
  - shall be liable for any acts or omissions of its representatives that result in a breach of the obligations set out in this clause.
- 15.7 The Party receiving Confidential Information shall manage it accordance with the best international practices to guarantee its confidentiality. Upon expiry of the Contract, the Party receiving Confidential Information shall return all data, documents and information provided by the other Party for the purpose of performing the contractual activities, and shall 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 shall confirm to the other Party the destruction of such data within a maximum period of 15 (fifteen)



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calendar days from the request, and shall declare in writing it does not to retain documents or other items containing (or relating to) Confidential Information.

- 15.8 Both Parties warrant that Confidential Information will not be disclosed during the performance of the Contract and for a period of 5 (five) years after its the termination, unless a different term is agreed in the Contract or provided for by applicable laws or a competent authority. Without prejudice to the provisions of Article 15.1, in the case of Confidential Information qualified as "strictly confidential" or "trade secret" by ENEL, the confidentiality and non-use obligations set out in this Article 15 "Confidentiality" shall remain valid after termination of the performance of the Contract for any reason (e.g. perfected performance, withdrawal, termination, etc.) indefinitely, until the receiving Party can demonstrate that such "strictly confidential" or "trade secret" information has become generally known or readily accessible to persons dealing with this type of information for reason other than disclosure by the receiving Party.
- 15.9 Both Parties shall agree in writing on the content, means of communication and publication date of all press articles, news and communications of any kind concerning the Contract or any related matters or information.
- 15.10 At any time and upon request by the Party providing the Confidential Information, and provided that this does not hinder the other Part's proper execution of the Contract, the other Party shall return or destroy, or require its representatives to return or destroy, all copies of written Confidential Information in its possession or in the possession of its representatives. Furthermore, the receiving Party shall take all reasonable efforts or require that representatives use reasonable efforts to return or destroy any electronically stored data and confirm its destruction to the Party that provided the Confidential Information within 15 (fifteen) calendar days of the request. The receiving Party shall also declare in writing that it no document or other item containing (or relating to) Confidential Information has been retained.
- 15.11 Each Party acknowledges and agrees that the Confidential Information is and remains the exclusive property of the disclosing Party, except for Confidential Information generated in the execution of the activities governed by the Contract and/or constituting ENEL Content, which shall be the exclusive property of ENEL. Unless expressly specified in writing, nothing in this Contract shall be interpreted as granting a license or similar right in relation to patents, copyrights, inventions, trade secrets, trademarks, discoveries or improvements made, or other resources protected by intellectual property rights conceived or acquired before or after the execution of the Contract.

**16 CYBER SECURITY.**

The contractual clauses set forth in sections 14.1 to 14.3 apply to all Suppliers engaging with ENEL's systems and applications, irrespective of the nature of the services provided. Clauses 14.4 to 14.19, on the other hand, govern the Supplier's systems and applications, regardless of the type of services rendered to ENEL. All Suppliers shall comply with these provisions, ensuring that their processes, tools, and personnel adhere to the contractual obligations established by ENEL to protect the confidentiality, integrity, and availability of the services procured. The Supplier shall also ensure that all services rendered are in full compliance with applicable laws and regulations related to information security, including, but not limited to, relevant national legislation. All the following cyber security contract clauses shall also apply to any Subcontractors.

- 16.1 The Supplier may access ENEL's systems and applications only if authorized by ENEL personnel. The Supplier is responsible for the activities carried out on ENEL's systems and applications using its digital identity that has to be safeguarded at all times. In carrying out these activities, the Supplier and its employees shall comply to the following rules of conduct:
- [a] never share to anyone authentication credentials
  - [b] never include authentication credentials or secret keys in e-mail messages, or other forms of electronic communication, nor reveal them to anyone even through voice calls or text messages;
  - [c] never store any authentication credentials using the "remember password" function available in web browsers or other desktop applications;
  - [d] check that no one is watching when the Supplier enters credentials to access ENEL systems and applications, in order to prevent the theft of the Supplier's credentials;
  - [e] never use the ENEL credentials to authenticate across different systems;
  - [f] access to any ENEL systems and applications shall be limited to software / tools /applications or services specifically provided by ENEL to the Supplier for carrying out the necessary activities related to the scope of supply;
  - [g] never use ENEL network services or connections for purposes not related to the scope of supply;
  - [h] any transaction developed by means of ENEL's systems and applications shall never violate the applicable Law and regulations;
  - [i] the workstation used shall not connect to internet services other than those provided or authorized by ENEL and only through ENEL VPN;
  - [j] the workstation used shall have antimalware solution installed
  - [k] all necessary security measures shall be implemented to prevent malicious software and behavior;
  - [l] all email accounts, file storage or communication platforms shall be explicitly provided or authorized by ENEL;



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- [m] sensitive data shall be stored and transmitted using proper cryptographic measures;
  - [n] sensitive data shall be securely deleted;
  - [o] it is forbidden to modify the system configuration to bypass or remove security checks.
- 16.2 This clause is applicable to the Supplier, at any time, during the term of the Contract, the performance of the Contract requires or implies that the Supplier has access to and/or uses any application available in ENEL's systems and/or ENEL's IT infrastructure ("ENEL System"). At ENEL's request, at any time and for any reason, the Supplier shall accept and implement the ENEL's two-factor authentication system (the "Multifactor Authentication System") as a mandatory requirement for access to and / or use of any ENEL System. The only accepted configuration of authentication methods is (i) a unique mobile phone number (previously registered in the user database) and a (ii) single MS Authenticator application associated with the single device where the unique mobile phone number resides. It is not allowed to use more than one device for both authentication methods. The Supplier, in order to use and implement the "Multifactor Authentication System", undertakes that (i) a smartphone and a functioning SIM card (business or private if the business is not available) are available; therefore, in countries where legal constraints prohibit the use of smartphones within call center buildings, Suppliers may exceptionally use an alternative MFA method proposed by ENEL. (ii) Each smartphone (or alternative MFA method proposed by ENEL) used for the purposes of the "Multifactor Authentication System" shall be associated exclusively with the personal identity of the Supplier's employee, agent, representative or other personnel who have access to and / or will use the ENEL Systems on behalf of the Supplier; and (iii) the Supplier shall comply with all the foregoing requirements at its own risk, cost and expense. ENEL does not assume any charge (economic or otherwise) for the supply of the smartphone or the alternative MFA method proposed by ENEL and shall not be liable to the Supplier or any third party for any damages, claims or losses, direct or indirect, deriving from or related to the failure and/or malfunction or illegal use of any smartphone or the alternative MFA method proposed by ENEL used for the "Multifactor Authentication System" by Supplier's employees, agents, representatives or other personnel.
- 16.3 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.
- 16.4 ENEL reserves the right to carry out, directly or through authorized third parties, periodic security audit, such as Vulnerability Assessments and Penetration Tests, to verify the security measures implemented by the Supplier, with reasonable prior notice and without interfering with the Supplier's normal operations. The restriction on ENEL's ability to perform the activities directly shall be subject to prior agreement with the Supplier.
- 16.5 The Supplier shall be liable for any direct or indirect damage resulting from the violation of these security clauses and shall indemnify ENEL for any damages and losses suffered, costs and expenses incurred, as set forth in art.9 of the GC.
- 16.6 The Supplier shall implement, use, and document proper technical and organizational security measures to protect ENEL's data from unauthorized access, loss or modification adhering to the principles of least privilege and need-to-know and utilizing secure authentication and authorization mechanisms along with continuous access monitoring and logging.
- 16.7 Upon termination of the Contract, the Supplier shall agree to return all ENEL data and to permanently destroy any copy in its possession, unless otherwise required by law, providing written certification of the deletion in accordance with the timelines established in agreement within ENEL.
- 16.8 The Supplier shall keep all ENEL information as strictly confidential, including data, using such information solely for the purposes specified in the Contract and not disclosing it to third parties without ENEL written consent.
- 16.9 The Supplier shall ensure that any log records related to security events occurred on its systems and applications are identified, properly stored and archived. The Supplier shall protect log records both at rest and in-transit from unauthorized access that could impact its confidentiality, integrity and availability. The Supplier shall also guarantee that security logs can be consulted by ENEL in case of specific requests.
- 16.10 The Supplier shall have documented backup, business continuity and disaster recovery strategies, plans and procedures to ensure the availability, integrity and confidentiality of services and data in case of unforeseen events. These plans and procedures shall be periodically tested documenting their results.
- 16.11 The Supplier shall develop source code in accordance with a Secure Software Development Life Cycle (SSDLC) procedure, properly documented and provided to ENEL, ensuring that appropriate security measures, processes and tools are adopted in each phase, from planning and design to deployment and maintenance.
- 16.12 All major changes that may impact on the system overall cybersecurity posture shall be properly identified and communicated to ENEL and subjected to a security check before the new version incorporating them is released in ENEL's production environment.
- 16.13 In order to protect ENEL data (both at rest and in transit), the Supplier shall adopt appropriate, standardized and not deprecated cryptographic technologies in accordance with the latest available National Institute for Standards & Technologies (NIST) Cryptographic Standards and Guidelines. Furthermore, the Supplier shall update said cryptographic methods and systems, whenever required by ENEL or mandated by relevant authorities, ensuring that the transition to new technologies (e.g. Post Quantum Cryptography algorithms) take place without any technical and economic impact



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for ENEL.

- 16.14 In case of security incident that may compromise ENEL, data or services provided, the Supplier agrees to implement all measures needed to mitigate it within the timelines established in agreement with ENEL.
- 16.15 The Supplier shall guarantee that appropriate monitoring mechanism to identify, detect, analyze and mitigate security threats are in place.
- 16.16 The Supplier shall guarantee the execution of security check activities using recognized industry standard methodologies and best practices. The results shall be properly documented in a report and shared with ENEL when requested, together with an Action Plan addressing the identified vulnerabilities.
- 16.17 The Supplier shall keep systems and applications provided to ENEL up to date, applying security patches to prevent known vulnerabilities based on their criticality within the timelines established in agreement with ENEL.
- 16.18 All patching activities shall be guaranteed and included in the Contract at no additional cost to ENEL. Indeed, whenever applicable, the Supplier shall provide temporary mitigations and/or workarounds to prevent the exploitation of these vulnerabilities and no further amount shall be charged to ENEL.
- 16.19 The Supplier shall ensure the authenticity and integrity of applied updates and patches (third-party hardware, software and firmware) report any violations, and shall have a formal management plan that includes procedures and processes for identifying, testing, approving, and deploying updates and patches in a timely manner.

## **17 PROCESSING OF PERSONAL DATA**

### **17.1 Privacy notice regarding personal data processed by parties for the purposes of this Contract.**

- 17.1.1 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.
- 17.1.2 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.

### **17.2 System administrators**

- 17.2.1 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 <sup>2</sup>, 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.

### **17.3 Appointment of the Supplier as Personal Data Processor (where applicable)**

- 17.3.1 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.
- 17.3.2 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.
- 17.3.3 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.

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<sup>2</sup> For the purposes of this Agreement, the following profiles are considered "System Administrators", by way of example but not limited to: operating system administrator such as Unix, Linux and Windows, database administrators, network administrators, backup/recovery manager, complex system administrators such as ERP systems)



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### 17.4 Duties and instructions

17.4.1 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:

- 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;
- 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;
- 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;
- must implement any other security measures that ENEL deems necessary to adopt, to prevent the violation of personal data;
- will provide all the information necessary for ENEL to guarantee and answer to Data Subjects' request of exercising their rights on personal data;
- 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. In case of use of an AI System, the Supplier shall support ENEL in performing a fundamental rights impact assessment ("FRIA") as per Article 27 of the Regulation 2024/1689;
- 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;
- 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;
- ENEL reserves the right to carry out audits and inspections, including through a third party appointed by ENEL;
- 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;
- 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;
- shall inform ENEL in case an AI System processes personal data for the execution of the Contract

17.4.2 The Parties undertake to transfer personal data to a third country or international organization 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.

17.4.3 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 organization of the work of its own collaborators, to carry out massive downloads, copies, visualizations 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 authorized by ENEL.

### 17.5 Duration

17.5.1 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. 15.4.1, lett. h.

### 17.6 Sub Data Processors

17.6.1 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.

17.6.2 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 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).

17.6.3 In the event that the Supplier, for proven and reasonable reasons, intends to modify such list of Sub-Processor provided in accordance with art. 15.6.2 shall, before entrusting the assignment to new Sub-Processors, request an authorization from



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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.

### 18 CODE OF ETHICS

#### 18.1 General details.

- 18.1.1 In the conduct of its business and in the management of its relationships, ENEL 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>
- 18.1.2 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.
- 18.1.3 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.
- 18.1.4 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.
- 18.1.5 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 16, as well as the plan to remedy these situations.
- 18.1.6 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.
- 18.1.7 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.

#### 18.2 Conflict of interests.

- 18.2.1 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.
- 18.2.2 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.

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

- 18.3.1 Where it is established, by judgment become final, that the Supplier<sup>3</sup> 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.

#### 18.4 Health, safety and environment.

- 18.4.1 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.
- 18.4.2 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 "ENEL Group Health and Safety Policy", 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://www.ENEL.com/it/investitori/sostenibilita> .
- 18.4.3 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

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<sup>3</sup> The Legal Entity



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comply therewith.

**18.5 Integrity Clause.**

- a) The Supplier<sup>4</sup> 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<sup>5</sup> ;
  - 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. The Supplier undertakes to promptly inform and to provide all the relevant documents to ENEL:
- 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.

**18.6 Statement on special part "D" crimes against the individual.**

18.6.1 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 (five) years in proceedings relating to the aforementioned crimes.

**18.7 International sanctions.**

- 18.7.1 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 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.
- 18.7.2 Each Party shall fully comply with all the legal requirements related to Sanctions with regard to the performance of the Contract.
- 18.7.3 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.
- 18.7.4 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.

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<sup>4</sup> 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

<sup>5</sup> For himself and for all the persons indicated in note 4



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- 18.7.5 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 7 (seven) days. In the last case, the Supplier shall indemnify and hold ENEL harmless against any damage, loss, cost or expense arising therefrom.
- 18.7.6 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 7 (seven) 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.

**19 GOVERNING LAW AND JURISDICTION**

- 19.1 The Contract shall be regulated by the Italian law.
- 19.2 All disputes arising from or relating to the Contract, including those concerning its validity, interpretation, execution and termination ("**Dispute**") shall be subject to the exclusive jurisdiction of the Court of Rome.

**20 SOFTWARE LICENSES AND CLOUD SERVICES**

20.1 The Supplier shall provide ENEL with:

- a) non-exclusive license for the Term of the Contract for ENEL Group Companies (present and future) to use the Software, wherever they are located, under the conditions set out in the Contract ("**Software Licenses**").  
These Software Licenses include i) the set of electronic manuals for use, installation and technical reference and all necessary components for proper operation; and ii) maintenance, support and technical updates for the Software products for the entire Term of the Contract, to be carried out in accordance with the procedures set out in the Contract.  
These Software Licenses may be installed by ENEL and the ENEL Group Companies on "Infrastructure as a service" (IaaS) or "Platform as a service" (PaaS) environments made available by ENEL's third-party suppliers.

Software Licenses designated as perpetual remain valid even after the Contract expires.

- b) the right of access for the Term of the Contract to the Supplier's SaaS/IaaS/PaaS platforms for all ENEL Group Companies (present and future), wherever located, according to the metrics and conditions specified in the Contract ("**Cloud Services**").  
These Cloud Services include i) periodic reports, dashboards and/or tools for monitoring the use of the aforementioned licenses; and ii) the maintenance of the aforementioned platforms, including related upgrades and all other additional services as specified in the Contract.

20.2 The Supplier declares and guarantees, for all legal purposes and in favor of ENEL, that the Software/Cloud Services are Generally Available Software / Cloud Services and free from third party claims of any kind, and that the Supplier has the full right to dispose of them.

20.3 ENEL may, at any time and including via the periodic report, the dashboard and/or the monitoring tool made available by the Supplier, verify the correspondence between the Software and Cloud Services provided by the Supplier and those specified in the Contract.

20.4 ENEL is entitled to install and use the Software Licenses and access the Cloud Services on any computing system and in any place of interest to the ENEL Group. ENEL remains responsible to the Supplier for any violations of the Software Licenses and Cloud Services terms by ENEL Group Companies.

20.5 ENEL is entitled to extend the use of Software Licenses and access to Cloud Services to its third-party suppliers, only for purposes related to activities that are instrumental to the business of the ENEL Group.

20.6 ENEL may, by giving notice to the Supplier, extend the use of Software Licenses and access to Cloud Services for a maximum period up to the Term of the Contract ("**Transitional Period**") and under the same conditions set out in the Contract (i) transfer ownership of the perpetual Software Licenses; and/or (ii) continue to provide services based on the Software Licenses and Cloud Services; and/or (iii) extend the use of Software Licenses and access to Cloud Services to the Affiliates, Investee and/or Divested ENEL Group.

20.7 ENEL Content may be stored/archived exclusively in technological infrastructures (Data Centers) authorized by ENEL and located within the territory of the European Union. ENEL Content saved on suitable media within the Supplier's systems, upon ENEL's express authorization, may be stored and exchanged exclusively within and/or through infrastructures located within the territory of the European Union.

20.8 For the entire Term of the Contract, the Provider shall not reduce the overall security measures of the Cloud Services, which shall always be adequate pursuant to Article 32 of the GDPR. Any provision to the contrary contained in the Supplier's documents shall be ineffective.

20.9 All logs generated or stored by the Supplier in compliance with the Contract are subject to the following provisions:

- all logs collected in accordance with legal requirements and/or applicable regulations and/or ordinances shall be retained for the minimum period required by law, or for the time specified in the Contract if different or expressly indicated. Upon ENEL's request of ENEL, they shall be made available to ENEL;
- all logs whose storage is neither required by law nor governed by the Contract, but which the Supplier deems useful or necessary for providing the Services, must be reported to ENEL by the Supplier, who must expressly authorize their storage; such logs must be retained by the Supplier for the shortest possible period necessary for their intended purpose



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and made available to ENEL upon request.

**20.10 Use of ENEL Software Components**

20.10.1 The Parties agree that in if ENEL makes software environments under its ownership and control ("ENEL Network") available to the Supplier, either wholly or in part, solely for the purpose of enabling the Supplier to perform the services provided for in the Contract, the provisions of this clause shall apply.

20.10.2 ENEL will grant the Supplier access to the ENEL Network exclusively for executing the activities established by the Contract, limited to the digital components contained within it ("Software Components"), which are installed on hardware platforms owned and/or exclusively controlled by ENEL (e.g. servers, hosts, etc.).

20.10.3 Any software and/or hardware installation required by the Supplier to connect to, access and/or operate within the ENEL Network must be obtained and performed by the Supplier at its own expense and risk.

20.10.4 Access to and use of the ENEL Network by the Supplier for the above purposes is carried out exclusively in ENEL's interest and is therefore granted free of charge, with no obligation for the Supplier to pay ENEL any fees and/or royalties during the Term of the Contract. Access to the ENEL Network and Software Components is granted on a non-exclusive, non-transferable and non-assignable basis to third parties, on a temporary and limited basis, and excludes any rights not expressly indicated in this clause.

20.10.5 Regarding the Supplier's use of the Software Components, the Parties agree as follows:

- ENEL is the exclusive holder of the licenses for use of the Software Components installed and made available within the ENEL Network;
- the Software Components may only be used for purposes directly related to the provision of services covered by the Contract; therefore, it is not permitted to use the Software Components to provide services to third parties and/or for the Supplier's purposes other than the performance of the Contract;
- use of the Software Components is authorized from the date on which ENEL grants in writing the Supplier access to the ENEL Network and for the Term of the Contract. ENEL reserves the right to suspend or revoke the use of the Software Components and access to the ENEL Network at its sole discretion, by means of simple written notice. Upon termination of the Contract for any reason: (i) the Supplier's access to the ENEL Network will be disabled immediately without written notice; (ii) the Supplier shall immediately cease using the Software Components and refrain from further use;
- the Software Components and their technical documentation are considered ENEL Contractual Materials, in accordance with the provisions of Article 15.2 and must be returned to ENEL following a written communication from ENEL, in accordance with the procedures and requirements set out in Article 15.7. Under no circumstances may the Supplier make any claim or request the transfer from ENEL of any data, information, code string or digital component, including the Software Components, present in the environments constituting the ENEL Network. These are considered the exclusive property of ENEL for the purposes of the Contract, as set out art. 15.1 and 15.2;
- use of the Software Components is subject to the obligations undertaken by ENEL with respect to the relevant third-party suppliers, where applicable. The Supplier declares that they are aware of and accept, these obligations from the moment the Contract is signed.

20.10.6 The Supplier acknowledges and accepts that ENEL does not guarantee that the ENEL Network and/or Software Components will be free of defects or errors, that they will be available and/or operate without interruption, or that they will be suitable for a particular purpose or result. The Supplier hereby releases ENEL from any liability arising from the failure or partial functioning of the ENEL Network and/or the Software Components, or their lack of interoperability with any of the Supplier's digital systems, which in any case shall not constitute grounds for exemptions or excuses, or Force Majeure Event that may justify the Supplier's failure to comply with the obligations established by the Contract. The Supplier assumes full and exclusive responsibility for any activity carried out either directly by the Supplier or under its supervision within the ENEL Network and/or on the Software Components and undertakes to indemnify and hold ENEL harmless from any claim, request or dispute related to, or arising from, the improper or otherwise non-compliant use of the same.

20.10.7 The Supplier undertakes in any case to:

- not to access or use the ENEL Network and/or the Software Components for unlawful purposes or in a manner contrary to ENEL's instructions;
- not to use the ENEL Network and/or the Software Components in a way that may harm ENEL and its customers or compromise related security measures;
- maintain strict confidentiality, in accordance with the provisions of Article 15, of any and all information contained in the ENEL Network and/or related to the Software Components, which shall be considered the exclusive property of ENEL;
- not to provide third parties with any access to the ENEL Network and/or the Software Components, nor to distribute, assign, lease, sell, resell, rent or otherwise transfer or disclose to third parties the tools necessary to access them;
- refrain from any action and/or omission that directly or indirectly violates ENEL's Intellectual Property Rights relating to the intangible assets contained in the ENEL Network and/or forming the Software Components, in accordance with the provisions of Article 14. Furthermore, the Provider undertakes not to, and to prevent others from, permanently modifying, copying and/or reproducing, translating, publishing, transmitting, adapting, decompiling, disassembling, decoding, reverse engineering, and/or otherwise attempting to obtain the source code of any part of the Software Components, or create



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derivative works based on them. unless expressly authorized in writing by ENEL and limited to the activities carried out within the scope of the Contract in ENEL's sole interest.

**21 ARTIFICIAL INTELLIGENCE SYSTEMS**

**21.1 SECTION A - Essential requirements related to the AI System**

21.1.1 The Supplier guarantees and declares that i) the AI System complies with the requirements of the law and the Contract; ii) the AI System does not fall under any of the prohibited practices provided for by law; and iii) to have carried out a correct assessment of the risk level of the AI System, as declared by the Supplier in the AI Technical Documentation.

**21.1.2 Risk management system.**

21.1.2.1 The Supplier shall ensure that a risk management system relating to the AI System is established and implemented.

21.1.2.2 The risk management system shall include at least the following steps:

- [a] identification and analysis of the known and reasonably foreseeable risks that the AI System can pose to health, safety and fundamental rights of the European Union when the AI System is used in accordance with its Intended Purpose;
- [b] the estimation and evaluation of the risks that may emerge when the AI System is used in accordance with its intended purpose, and under conditions of Reasonably Foreseeable Misuse;
- [c] the evaluation of other risks possibly arising, based on the analysis of data gathered from the Post-market monitoring system referred to in Article 21.13;
- [d] the adoption of appropriate and targeted risk management measures designed to address the risks identified pursuant to point [a] of this paragraph in accordance with the provisions of the following paragraphs.

21.1.2.3 The risk management measures shall be such that the relevant residual risks associated with each hazard, as well as the overall residual risk of the AI System, are reasonably considered acceptable by the Supplier when the AI System is used in accordance with its Intended Purpose or under conditions of Reasonably Foreseeable Misuse.

21.1.2.4 The identification of the most appropriate risk management measures shall ensure::

- [a] elimination or reduction of risks identified and evaluated through adequate design and development of the AI System;
- [b] where appropriate, implementation of adequate mitigation and control measures addressing risks that cannot be eliminated;
- [c] provision to ENEL of the information required pursuant to Article 21.3 below and, where appropriate, the training of ENEL with a view to eliminating or reducing the risks associated with the use of the AI System, taking into account the technical knowledge, experience, education, training to be expected of the operator and the presumed context in which the system is intended to be used.

21.1.2.5 The Supplier shall ensure that the AI System is tested in order to verify whether that the AI System complies with the terms and conditions set forth herein and that the risk management measures are effective with respect to the Intended Purpose and Reasonably Foreseeable Misuse. The testing procedures may include testing in real-world conditions and, if requested by ENEL, the Supplier hereby agrees to test the AI System in the ENEL's environment. The Supplier undertakes to use, as far as possible, only anonymized data during the testing process.

21.1.2.6 All risks identified, measures taken and tests performed in the context of compliance with this article are documented by the Supplier in the AI Technical Documentation attached to the Contract.

21.1.2.7 The risk management system shall consist of a continuous and iterative process running throughout the Term of the Contract. During the Term of the Contract the Supplier shall therefore:

- [a] periodically review and update the risk management process, to ensure its continued effectiveness.
- [b] keep the risk documentation included in the AI Technical Documentation up to date; and
- [c] promptly make available to ENEL any new version of the aforementioned risk documentation.

21.1.2.8 ENEL will provide the Supplier, upon request, with the information reasonably required for the proper implementation of the risk management system by the Supplier, provided that such information is not a confidential nature.

21.1.2.9 If the use of the AI System by ENEL continues beyond the term of the Contract, at the end of the term of the Contract, the Supplier shall provide ENEL with the information necessary to maintain the risk management system itself.

**21.1.3 Data and data governance.**

21.1.3.1 The Supplier shall ensure that the Data Sets declared in the AI Technical Documentation and used in the development of the AI System, including training, validation and testing, has been and shall be subject to data governance measures appropriate to the context of use and the Intended Purpose of the AI System. In particular, these measures shall address :

- [a] the relevant design decisions;
- [b] data collection processes and the origin of data, and in the case of personal data, the original purpose and legal basis of the data collection;



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- [c] relevant data preparation for processing operations, such as annotation, labelling, cleaning, updating, enrichment and aggregation;
- [d] the formulation of relevant assumptions, particularly with respect to the information that the data are intended to measure and represent;
- [e] an assessment of the availability, quantity and suitability of the data sets that are needed;
- [f] checking for possible biases that could affect the health and safety of natural persons or lead to discrimination prohibited by the laws of the European Union, especially where data outputs influence inputs for future operations;
- [g] appropriate measures to identify, prevent and mitigate potential bias identified according to point [f];
- [h] the identification of relevant data gaps or deficiencies that prevent compliance with these clauses and how those gaps and deficiencies can be addressed.

21.1.3.2 The Supplier shall ensure that the Data Sets used in the development of the AI System are relevant, sufficiently representative, and to the best extent possible, free of errors and complete in view of the Intended Purpose. The Supplier shall ensure that the Data Sets have the appropriate statistical properties, including, where applicable, with respect to the persons or groups of persons on whom the AI System is intended to be used. Those characteristics of the Data Sets shall be met at the level of individual data sets or at the level of a combination thereof.

21.1.3.3 The Supplier shall ensure that the Data Sets used in the development of the AI System take into account, to the extent required by the Intended Purpose or Reasonably Foreseeable Misuse, the characteristics or elements that are particular to the specific geographical, contextual behavioral or functional setting within which the AI System is intended to be used .

21.1.3.4 The obligations under this article apply not only to the development of the AI System, but also to any use of the Data Sets by the Supplier that may affect the functioning of the AI System during the Term of the Contract.

**21.1.4 Technical Documentation and Instructions for Use.**

21.1.4.1 The AI Technical Documentation and the Instructions for Use are attached to the Contract and shall be kept up to date by the Supplier. The Supplier is also obliged to retain the related documentation for 10 (ten) years after the Contract expires.

21.1.4.2 The AI Technical Documentation shall be drawn up in such a way as to demonstrate that the AI System complies with the requirements set out in the law and in the Contract and provide ENEL or a third party with the necessary information in a clear and comprehensive form to assess the compliance of the AI System with the provisions of these requirements. ENEL.

21.1.4.3 The Instructions for Use shall be in an appropriate digital format or otherwise that include concise, complete, correct and clear information that is relevant, accessible and comprehensible to ENEL. ENEL.

21.1.4.4 The Supplier undertakes to keep the AI Technical Documentation and Instruction for Use up to date at least with each Substantial Modification during the Term of the Contract, and to deliver the updated documentation to ENEL without delay. The Supplier shall notify ENEL of any changes to the aforementioned documentation prior to modification. ENEL will retain a copy of any documentation delivered to them in accordance with the Contract.

**21.1.5 Record keeping.**

21.1.5.1 The Supplier shall ensure that the AI System has been and will be designed and developed with capabilities to automatically record of events ("logs") during the operation of the AI System. Such logging capabilities shall comply with the state of the art and the standards specifications of NIST (NIST SP 800-92), available at the link: <https://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-92.pdf>.

21.1.5.2 The logging capabilities shall provide, at a minimum:

- [a] recording of the period of each use of the system (start date and time and end date and time of each use);
- [b] the reference database against which input data has been checked by the system;
- [c] the input data for which the search has led to a match;
- [d] the identification of the natural person involved in the verification of the results.

21.1.5.3 The logging capabilities shall ensure a level of traceability of the functioning of the AI System throughout its life cycle that is appropriate to the Intended Purpose of the system and Reasonably Foreseeable Misuse. In particular, they shall enable the recording of events relevant for:

- (i) identifying situations that may [a] result in the AI System posing a risk to the health or safety of persons or to the protection of their fundamental rights; or [b] leading to a Substantial Modification
- (ii) facilitating the Post-Market Monitoring
- (iii) monitoring the operation of AI Systems on the basis of the Instruction for Use

21.1.5.4 The Supplier shall allow ENEL to access, in real time, the logs automatically generated by the AI System.

21.1.5.5 The Supplier shall keep the logs automatically generated by the AI System, to the extent that such logs are under its control pursuant to the Contract, for the Term of the Contract. At the end of the term of the Contract, the Supplier shall immediately make these logs available to ENEL.

21.1.5.6 The Supplier shall keep the logs referred to in this article at the disposal of the ENEL for a period appropriate to the Intended Purpose of the AI system, at least 6 (six) months after the termination of the Contract, unless otherwise provided by the applicable European or national law and, in particular, in European law on the protection of personal data.



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**21.1.6 Transparency of the AI System.**

- 21.1.6.1 The Supplier shall ensure that the AI System has been and will be designed and developed in such a way that the operation of the AI System is sufficiently transparent to enable ENEL to reasonably understand the operation of the system.
- 21.1.6.2 In order to ensure adequate transparency, the Supplier declares and guarantees that it has implemented the technical and organisational measures described in the AI Technical Documentation. These measures should result in ENEL being able to understand and use the AI System appropriately by understanding how the AI System works and what data it processes, allowing ENEL to explain the decisions taken by the AI System to the persons or group of persons on which the AI System is (intended to be) used.
- 21.1.6.3 Without prejudice to the requirements and obligations set out in this Section A or any other transparency obligations laid down in European Union or national law, the Supplier shall ensure that (i) AI Systems intended to interact directly with natural persons are designed and developed in such a way that the natural persons concerned are informed that they are interacting with an AI System, unless this is obvious from the point of view of a natural person who is reasonably well informed, observant and circumspect, taking into account the circumstances and the context of use; (ii) where AI Systems generating synthetic audio, image, video or text content, the Supplier shall ensure that the AI output is marked in a machine-readable format and is identifiable as artificially generated or manipulated. The Supplier shall ensure that its technical solutions are effective, interoperable, robust and reliable to the extent technically feasible, taking into account the specificities and limitations of different types of content, the cost of implementation and the generally acknowledged state of the art, as may be reflected in relevant technical standards.
- 21.1.6.4 The information referred to in the previous paragraphs shall be provided to the natural persons concerned in a clear and distinguishable manner at the least at the time of the first interaction or exposure to the AI System. The information shall comply with all applicable accessibility requirements.

**21.1.7 Human oversight**

- 21.1.7.1 The Supplier shall ensure that the AI System has been and will be designed and developed in such a way, including with appropriate human-machine interface tools, that it can be effectively supervised by natural persons as proportionate to the risks associated with the system.
- 21.1.7.2 The Supplier shall ensure that appropriate measures are embedded in the AI System and put in place to ensure human oversight. Such measures, which may include, inter alia, training of ENEL's personnel, shall enable the persons to whom human oversight is assigned to do at least the following, as appropriate to the circumstances:
- [a] to be aware of and sufficiently understand the relevant capabilities and limitations of the AI System and to be able to properly monitor its operation, so that signs of anomalies, malfunctions and unexpected performance can be detected and addressed as soon as possible;
  - [b] be aware of the possible tendency to automatically rely or over-rely on the output produced by the AI System ('automation bias'), in particular where the AI System is used to provide information or recommendations for decisions to be taken by natural persons;
  - [c] be able to correctly interpret the output of the AI System, taking into account in particular the characteristics of the system and the available interpretation tools and methods;
  - [d] be able to decide, in any given situation, not to use the AI System or to otherwise disregard, override or reverse the output of the AI system;
  - [e] be able to interfere with or interrupt the operation of the AI System by means of a "stop" button or a similar procedure that allows the system to come to a halt in a safe state.

**21.1.8 Accuracy, robustness and cybersecurity.**

- 21.1.8.1 The Supplier shall ensure that the AI System has been and will be designed and developed in accordance with the principle of security by design and by default, it should achieve an appropriate level of accuracy, robustness, safety and cybersecurity in light of the Intended Purpose and should perform consistently in these respects throughout the life cycle of the AI System.
- 21.1.8.2 The Supplier shall ensure that the AI System is as resilient as possible to errors, faults or inconsistencies that may occur within the system or the environment in which the system operates, in particular due to its interaction with natural persons or other systems. Technical and organisational measures shall be taken by the Supplier to achieve this. The robustness of the AI System may be achieved by technical redundancy solutions, which may include backup or fail-safe plans. The AI System, which will continue to learn after Delivery, shall be designed and developed in such a way as to eliminate or reduce as far as possible the risk of potentially biased outputs influencing inputs for future operations (feedback loops), and as to ensure that any such feedback loops are properly addressed by appropriate mitigation measures.
- 21.1.8.3 The levels of accuracy and the relevant accuracy metrics of the AI System are declared by the Supplier in the Instructions for Use and AI Technical Documentation that accompany the system.
- 21.1.8.4 In order to ensure an adequate level of robustness, safety and cybersecurity, the Supplier declares and guarantees that it has implemented the technical and organizational measures detailed in the AI Technical Documentation.
- 21.1.8.5 To ensure an appropriate level of cybersecurity for AI Systems, the contractual clauses outlined in the Cybersecurity section [16] shall also be applicable to these systems. In addition, the following cybersecurity contractual clauses shall be addressed and implemented for AI Systems:
- [a] the Supplier shall implement, update and document the security measures for each component of the AI System (e.g.



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data, model) to prevent, detect, monitor, respond to and mitigate Artificial Intelligence attacks at each phase of the AI System lifecycle;

- [b] the Supplier shall provide documentation about the data management process of the AI System and its components, including the collection and processing phases;
- [c] the Supplier shall implement and document security measures to ensure the data integrity at both the input and output phases of each phase of the AI System;
- [d] the Supplier shall establish continuous testing, evaluation, verification, and validation of the Artificial Intelligence model throughout its entire lifecycle. The process shall be documented and made available to ENEL upon ENEL's request;
- [e] the Supplier shall implement and document security measures to ensure the integrity of the model. The Artificial Intelligence risks shall be considered by the Supplier in its internal risk management process. The process shall be documented and shared with ENEL upon ENEL's request.
- [f] the Supplier shall notify ENEL in advance in case the software/services provided have been fully or partially developed using an AI System, providing proper documentation to prove this. This does not affect ENEL's right to independently verify the Supplier's declarations using independent tools/manners.

**21.2 SECTION B – Obligations of the Provider in relation to the AI System**

**21.2.1 Compliance with Section A**

21.2.1.1 The Supplier shall ensure that the AI System complies with the requirements set out in in Section A, taking into account its Intended Purpose and the generally recognised state of the art in Artificial Intelligence and Artificial Intelligence-related technologies.

**21.2.2 Quality Management System**

21.2.2.1 The Supplier declares that it has established a quality management system that will keep continuously monitored and updated during the Term of the Contract, ensuring compliance with applicable law and the contract for the AI system. This quality management system shall be documented in a systematic and orderly manner in the form of written policies, procedures, and instructions, and shall include at least the following aspects:

- [a] a strategy for regulatory compliance, including compliance with conformity assessment procedures and procedures for the management of modifications to the AI System;
- [b] techniques, procedures and systematic actions to be used in the design, design control and design verification of the AI System;
- [c] techniques, procedures and systematic actions to be used for the development, quality control and quality assurance of the AI System;
- [d] examination, test and validation procedures to be carried out before, during and after the development of the AI System, and the frequency with which they are to be carried out;
- [e] technical specifications, including standards, to be applied and, where the relevant harmonized standards are not applied in full, or do not cover all of the relevant requirements set out in Section A, the means to be used to ensure that the AI System complies with those requirements;
- [f] systems and procedures for data management, including data acquisition, data collection, data analysis, data labelling, data storage, data filtration, data mining, data aggregation, data retention and any other operation regarding the data that is performed before the Delivery of the AI System;
- [g] the risk management system referred to in the Contract;
- [h] the setting-up, implementation and maintenance of a Post-market Monitoring System, in accordance with the Contract;
- [i] the procedures related to the reporting of Serious Incidents and of malfunctions;
- [j] the handling of communication with national competent authorities, other relevant authorities, including those providing or supporting the access to data, notified bodies, other operators, customers or other interested parties;
- [k] systems and procedures for record-keeping of all relevant documentation and information;
- [l] resource management, including measures relating to security of supply;
- [m] an accountability framework setting out the responsibilities of the management and other personnel with regard to all aspects listed in this paragraph.

**21.2.3 Conformity assessment**

21.2.3.1 The Supplier declares and guarantees that it has carried out the conformity assessment procedure for the AI System with reference to which it certifies that:

- [a] the established quality management system complies with the legal and contractual requirements;
- [b] the AI Technical Documentation is complete and certifies that AI System complies with all relevant legal and



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contractual requirements pursuant to Section A of these clauses.

[c] the design and development process of the AI System is consistent with the AI Technical Documentation.

21.2.3.2 The Supplier shall ensure that the AI System undergoes a new conformity assessment procedure whenever the AI System is Substantially Modified by the Supplier during the term of the Contract.

**21.2.4 Corrective actions**

21.2.4.1 If during the term of the Contract the Supplier believes or has reason to believe that the AI System does not comply with applicable laws and the Contract, whether or not in response to a comment by ENEL, it shall immediately investigate the cause, take the necessary corrective actions to bring the system into compliance and promptly inform both ENEL and the competent market surveillance authority.

**21.2.5 Obligation to explain the functioning of the AI System on an individual level.**

21.2.5.1 The Supplier is obliged during the Term of the Contract to assist ENEL at ENEL's first request, in explaining to the persons or group of persons for whom the AI System is (intended to be) used, how the AI System arrived at a particular decision or result. Such assistance shall include, at a minimum, a clear indication of the key factors that led the AI System to reach a particular result and the changes in input that must be made for it to reach a different result.

21.2.5.2 The obligation referred to in this article includes the provision to ENEL of all the technical and other information necessary to explain how the AI System arrived at a particular decision or result and to enable the persons or group of persons on whom the AI System is (intended to be) used to verify the way in which the AI System arrived at a particular decision or result. The Supplier hereby grants ENEL the right to use, share and disclose this information if and to the extent necessary to inform the persons or group of persons on whom the AI System is (intended to be) used about the functioning of the AI System and/or in any legal proceedings.

21.2.5.3 The obligations referred to in this article include the source code of the AI System, the technical specifications used in developing the AI System, the Data Sets, technical information on how the Data Sets used in the development of the AI System were obtained and processed, information on the development method used and the development process followed, justification for the choice of a particular model and its parameters, and information on the performance of the AI System.

**21.2.6 Post-Market Monitoring Plan for AI System**

21.2.6.1 The Supplier shall establish and document a Post-market Monitoring system in a manner appropriate to the nature and the risks of the AI System.

21.2.6.2 The Post-market Monitoring system shall actively and systematically collect, document and analyse relevant data which may be provided by deployers, or which may be collected through other sources on the performance of AI Systems throughout their lifetime, and which allow the Supplier to evaluate the continuous compliance of AI Systems with the requirements set out in European Law and in this Contract. Where relevant, Post-Market Monitoring shall include an analysis of the interaction with other AI Systems.

21.2.6.3 The Post-market Monitoring system shall be based on a Post-market Monitoring plan, which shall be part of the AI Technical Documentation.

**21.3 SECTION C – Rights to Use Data Sets**

**21.3.1 ENEL Input**

21.3.1.1 All rights to the ENEL Inputs belong to ENEL and no ENEL Input data and/or ENEL Content shall be used by the Supplier or any third party to train or develop any AI System.

21.3.1.2 The Supplier shall not be entitled to use ENEL Input for any purpose other than the performance of the Contract, in compliance with the confidentiality obligations set out in Art.15 "Confidentiality" above.

21.3.1.3 At the request of ENEL, the Supplier shall destroy the ENEL Input and provide feasible evidence of the destruction.

**21.3.2 Supplier and/or Third-party Inputs and Data Sets**

21.3.2.1 The Supplier guarantees that the Input and Data Sets have been verified and are both accurate and are free from third-party claims. All rights, including any intellectual property rights, relating to Supplier's and Third-Parties' Input and/or Data Sets belong to the Supplier or such third parties. The Supplier grants ENEL a non-exclusive, perpetual and worldwide right to use the Supplier's and Third-party Data Sets, either directly or through third parties, for any purpose during the execution of the Contract. The Supplier declares and guarantees that these Data Sets are sufficient for the full execution of the Contract, and that no additional rights or authorizations are required by ENEL in order to benefit from the services governed by the Contract. This right of use includes the right to use the Supplier's and/or Third-party Data Sets for the further development of the AI system, including any new versions, by ENEL or third parties.

**21.3.3 AI Output**

21.3.3.1 The Supplier guarantees that the AI Outputs have been verified, are accurate and free from third-party claims. All rights relating to the AI outputs, including commercial exploitation rights, belong to ENEL and are treated as ENEL's "Confidential Information".

**21.3.4 Indemnifications**

21.3.4.1 The Supplier shall indemnify and hold ENEL harmless without limitation from and against any and all claims made by third



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parties, including regulatory authorities, for infringement of their intellectual property rights, privacy rights or similar rights relating to knowledge, unlawful competition, and any other claim relating to the AI System, the Inputs and Data Sets of the Provider and/or third parties and the AI Output.

**21.4 SECTION D – AI register and audit**

**21.4.1 AI register**

- 21.4.1.1 At the first request of ENEL, the Supplier shall provide ENEL with the latest version of the information described in Annex A.
- 21.4.1.2 ENEL shall be entitled to share the information described in article 20.18.1 with third parties and to disclose it, for example in a register for AI Systems.
- 21.4.1.3 At the request of ENEL, the Supplier shall assist in registration of the AI Systems in any relevant register.

**22 ENEL'S RIGHT OF AUDIT**

- 22.1 ENEL reserves the right to carry out all necessary audit to ensure the Contract is being executed properly, by giving the Supplier 30 (thirty) days' written notice. The Supplier undertakes to respond within the timeframes and in the manner established by ENEL in the aforementioned notice, as well as during the performance of the audit activities.
- 22.2 The Supplier shall cooperate fully with any audit or other type of inspection carried out by or on behalf of ENEL to assess the compliance with the Contract. This includes promptly providing all the information requested by ENEL, making the Supplier's personnel available for interviews and granting access to the Supplier's premises.
- 22.3 ENEL will prepare a report outlining the conclusions of the audit. The report ENEL will record the extent to which the Supplier complies with the obligations arising from applicable laws and the Contract. If ENEL ascertains that the Supplier is not complying with the Contract or applicable laws, the Supplier shall remedy the identified deficiencies within the deadline set by ENEL in the report. If the Supplier fails to remedy the deficiencies ENEL within this deadline, they shall be considered in breach of Contract.
- 22.4 ENEL has the right to carry out to carry out audit per calendar year. Under no circumstance shall the Supplier have the right to suspend its obligations under the Contract.
- 22.5 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. 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.
- 22.6 With express reference to the audits and inspections referred to in paragraph 17.4 (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 17 ("Processing of Personal Data").
- 22.7 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.
- 22.8 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.
- 22.9 Once the Audit Data Protection has commenced, the Supplier agrees to make available to ENEL all information and documentation necessary to demonstrate compliance with the provisions of Article 15 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 <sup>6</sup>
- Particular Categories of Personal Data <sup>7</sup>
- Judicial data
- Economic and financial Personal Data <sup>8</sup>
- Data relating to Contracts with Customers <sup>9</sup>
- Contact Data or Access Data <sup>10</sup>
- Profiling Data
- Data relating to identification / recognition documents <sup>11</sup>
- Geolocation data
- Statistical data
- Categories of personal data (free text)

**B. Categories of Data Subjects**

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

<sup>6</sup> For example: name, surname, sex, date of birth, place of birth, social security number, other ....

<sup>7</sup> For example: political views, religion, racial origin, health, sexual orientation, other

<sup>8</sup> For example: bank account number, credit card, other ...

<sup>9</sup> For example: POD- PDR-

<sup>10</sup> For example: postal or e-mail address, mobile landline number

<sup>11</sup> For example: identity card, passport, driving license, CNS, other ...



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**ANNEX 2 GDPR**  
**List of Sub-processors**

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

Date .....

Signature of the Processor.....



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**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 Code .....VAT.....

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

\_\_\_\_\_



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**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.

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

Date .....

Signature of the Processor .....



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**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 Code .....VAT.....

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 .....



























## AI SYSTEM ANNEXES

### **ANNEX A – Technical documentation**

The technical documentation shall contain at least the following information, as applicable to the relevant AI System:

#### **[1] A general description of the AI System including:**

- (a) its **Intended Purpose**, the name of the Supplier and the version of the system reflecting its relation to previous versions;
- (b) how the AI System interacts with, or can be used to interact with, hardware or software, including with other AI Systems, that are not part of the AI System itself, where applicable;
- (c) the versions of relevant software or firmware, and any requirements related to version updates;
- (d) the description of all the forms in which the AI System is placed on the market or put into service, such as software packages embedded into hardware, downloads, or APIs;
- (e) the description of the hardware on which the AI System is intended to run;
- (f) where the AI System is a component of products, photographs or illustrations showing external features, the marking and internal layout of those products;
- (g) a basic description of the user-interface provided to ENEL;
- (h) Instructions for Use for ENEL, and a basic description of the user-interface provided to ENEL, where applicable.

#### **[2] The Instructions for Use shall contain at least the following information, as applicable to the AI System:**

- a) the identity and the contact details of the Supplier and, where applicable, of its authorized representatives;
- b) the characteristics, capabilities and limitations of performance of the AI System, including:
  - (i) its Intended Purpose;
  - (ii) the level of accuracy, including its metrics, robustness and cybersecurity referred to in Article 21.7 of GC against which the AI System has been tested and validated and which can be expected, and any known and foreseeable circumstances that may have an impact on that expected level of accuracy, robustness and cybersecurity;
  - (iii) any known or foreseeable circumstance, related to the use of the AI System in accordance with its Intended Purpose or under conditions of Reasonably Foreseeable Misuse, which may lead to risks to the health and safety, or fundamental rights referred to in Article 21.1. of GC;
  - (iv) where applicable, the technical capabilities and characteristics of the AI System to provide information that is relevant to explain its output;
  - (v) when appropriate, its performance regarding specific persons or groups of persons on which the AI System is intended to be used;
  - (vi) when appropriate, specifications for the input data, or any other relevant information in terms of the training, validation and testing data sets used, taking into account the Intended Purpose of the AI System;
  - (v) where applicable, information to enable its deployers to interpret the output of the AI System and use it appropriately;
- c) the changes to the AI System and its performance which have been pre-determined by the Supplier at the moment of the initial conformity assessment, if any;
- d) the human oversight measures referred to in Article 21.6 of GC, including the technical measures put in place to facilitate the interpretation of the outputs of the AI System by the deployers;
- e) the computational and hardware resources needed, the expected lifetime of the AI System and any necessary maintenance and care measures, including their frequency, to ensure the proper functioning of that AI System, including as regards software updates;
- f) where relevant, a description of the mechanisms included within the AI System that allows deployers to properly collect, store and interpret the logs in accordance with Article 21.4 of GC.



**[3] A detailed description of the elements of the AI System and of the process for its development, including:**

- (a) the methods and steps performed for the development of the AI System, including, where relevant, recourse to pre-trained systems or tools provided by third parties and how those were used, integrated or modified by the Supplier;
- (b) the design specifications of the system, namely the general logic of the AI System and of the algorithms; the key design choices including the rationale and assumptions made, including with regard to persons or groups of persons in respect of who, the system is intended to be used; the main classification choices; what the system is designed to optimise for, and the relevance of the different parameters; the description of the expected output and output quality of the system; the decisions about any possible trade-off made regarding the technical solutions adopted to comply with the requirements set out in Article 21, Section A;
- (c) the description of the system architecture explaining how software components build on or feed into each other and integrate into the overall processing; the computational resources used to develop, train, test and validate the AI System;
- (d) where relevant, the data requirements in terms of datasheets describing the training methodologies and techniques and the training data sets used, including a general description of these data sets, information about their provenance, scope and main characteristics; how the data was obtained and selected; labelling procedures (e.g. for supervised learning), data cleaning methodologies (e.g. outliers detection);
- (e) assessment of the human oversight measures needed in accordance with the Contract and applicable law, including an assessment of the technical measures needed to facilitate the interpretation of the outputs of AI Systems by the deployers;
- (f) where applicable, a detailed description of pre-determined changes to the AI System and its performance, together with all the relevant information related to the technical solutions adopted to ensure continuous compliance of the AI System with the relevant requirements set out in Article 21, Section A;
- (g) the validation and testing procedures used, including information about the validation and testing data used and their main characteristics; metrics used to measure accuracy, robustness and compliance with other relevant requirements set out in Article 21, Section A and applicable law, as well as potentially discriminatory impacts; test logs and all test reports dated and signed by the responsible persons, including with regard to predetermined changes as referred to under point (f);
- (h) **cybersecurity measures put in place.**

**[4] Detailed information about the monitoring, functioning and control of the AI System**, in particular with regard to: its capabilities and limitations in performance, including the degrees of accuracy for specific persons or groups of persons on which the system is intended to be used and the overall expected level of accuracy in relation to its Intended Purpose; the foreseeable unintended outcomes and sources of risks to health and safety, fundamental rights and discrimination in view of the Intended Purpose of the AI System; the human oversight measures needed, including the technical measures put in place to facilitate the interpretation of the outputs of AI Systems by the deployers; specifications on input data, as appropriate;

**[5] A description of the appropriateness of the performance metrics for the specific AI System;**

**[6] A detailed description of the risk management system in accordance with Article 21;**

**[7] A description of relevant changes made by the Supplier to the system through its lifecycle;**



**[8] A copy of the EU declaration of conformity under European law, which shall contain all of the following information:**

- a. AI System name and type and any additional unambiguous reference allowing the identification and traceability of the AI System;
- b. The name and address of the Supplier or, where applicable, of its authorised representative;
- c. A statement that the EU declaration of conformity is issued under the sole responsibility of the Supplier;
- d. A statement that the AI System is in conformity with the Contract and the European law and, if applicable, with any other relevant European law that provides for the issuing of the EU declaration of conformity;
- e. Where an AI System involves the processing of personal data, a statement that that AI System complies with Regulations (EU) 2016/679 and (EU) 2018/1725 and Directive (EU) 2016/680;
- f. References to any relevant harmonised standards used or any other common specification in relation to which conformity is declared;
- g. Where applicable, the name and identification number of the notified body, a description of the conformity assessment procedure performed, and identification of the certificate issued;
- h. The place and date of issue of the declaration, the name and function of the person who signed it, as well as an indication for, or on behalf of whom, that person signed, a signature.

**[9] A detailed description of the system in place to evaluate the AI System performance in the post-market phase, including the Post-market monitoring plan referred to in Article 21.13 of GC.**

**[10] Measures to ensure transparency:** please provide here a description of the technical and organizational measures to be taken by the Supplier to ensure transparency in accordance with Article 21.5 of GC.

**[11] Measures to ensure human oversight:** please provide here a description of the technical and organizational measures to be taken by the Supplier to ensure human oversight in accordance with Article 21.6 of GC.

**[12] Levels of accuracy:** describe here the required levels of accuracy.



**ANNEX B – The Data Sets**

*Please provide a description of the Data Sets used for the training, validation and testing of the AI System. Distinguish between Supplier Data Sets and Third-Party Data Sets. Describe the purposes for which ENEL may use the Data Sets and whether the Supplier is obliged to hand over the Data Sets.*

<b>Description of the Data Set</b>	<b>Rights of use of ENEL</b>	
Yes/No		
Yes/No		
Yes/No		
Yes/No		