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1 SCOPE.

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

2 DEFINITIONS.

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

- **Artificial Intelligence Output (AI Output):** means any output generated by the use of the AI System, including the GPAI System.
- **Artificial Intelligence System (AI System):** means a machine-based system designed to operate with varying levels of autonomy, that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments; for the purposes of this Contract the system as defined to in Annex A, including any new versions thereof, shall be considered an AI System.
- **Cloud Services:** under Infrastructure as a Service (IaaS) and/or Software as a Service (SaaS) and/or Platform as a Service (PaaS) means the cloud computing service under the Contract.
- **Contract:** the set of documents referred to in art. 5.
- **Data Sets:** all data sets used in the development of the AI System, including the data set(s) or data sets as described in Annex B.
- **Delivery:** the notification by the Supplier to ENEL that the AI system is in compliance with all agreed conditions and is ready for use.
- **ENEL Data Sets:** the Data Sets (or parts thereof) (i) provided by ENEL to the Supplier under the Contract or (ii) to be created or collected as part of the Contract, including any modified or enhanced versions of the Data Sets referred to in (i) and (ii) (e.g. due to annotation, labelling, cleaning, enrichment or aggregation). Therefore, if the Data Sets include personal data, paragraph 15 "Processing Of Personal Data" set forth herein shall apply.
- **ENEL Group:** in addition to (i) the companies in which ENEL S.P.A. holds a majority of the votes that can be exercised at the ordinary shareholders' meeting; (ii) the companies in which ENEL S.P.A. holds sufficient votes to exercise a dominant influence at the ordinary shareholders' meeting, the following are also considered subsidiaries:
 - a) Italian and foreign companies over which ENEL S.P.A. has the right to exercise a dominant influence pursuant to an agreement or a provision of the certificate of incorporation, if the applicable laws permit such agreements or provisions.
 - b) Italian or foreign companies over which ENEL S.P.A. has sole control, pursuant to agreements with the other shareholders, a percentage of votes sufficient to exercise a dominant influence within the ordinary shareholders' meeting. For the purposes of letter a), only the rights held by the subsidiaries or exercised through fiduciaries or nominee shall be taken into account, while the rights held on behalf of third parties shall not be taken into account.
- **ENEL Group Affiliate:** means any legal entity that directly or indirectly controls, or is controlled by, or is under the control of, including under common control with, another legal entity of the ENEL Group. The term "**Control**" means, the direct or indirect power or even joint of any legal entity of ENEL Group to cause the direction of the management and/or policies of such entity, regardless of the share of capital, owned by (ii) contract or (iii) other agreement or otherwise.
- **Force Majeure Event:** Unless otherwise provided by Law, means any act or event beyond the reasonable control of the Parties which prevents that Party from performing its obligations under the Contract in whole or in part. The Force Majeure Event shall not be attributable to fault or negligence of the affected Party and shall not be an event that such Party is unable to foresee, prevent, avoid or overcome with the exercise of its best reasonable efforts. The burden of proving a Force Majeure Event shall be on the Party claiming it.
- **General-Purpose AI model (GPAI model):** means an Artificial Intelligence model, including where such model is trained with a large amount of data using self-supervision at scale, that displays significant generality and is capable of competently performing



a wide range of distinct tasks regardless of the way the model is placed on the market and that can be integrated into a variety of downstream systems or applications, except Artificial Intelligence models that are used for research, development or prototyping activities before they are released on the market.

- **General-Purpose AI System (GPAI System):** means an AI System which is based on a GPAI model that has the capability to serve a variety of purposes, both for direct use as well as for integration in other AI System.
- **Instructions for Use:** means the information provided by the Supplier to inform ENEL of, in particular, an AI System's Intended Purpose and its proper use.
- **Intended Purpose:** means the use for which an 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, promotional or sales material and statements, as well as in the technical documentation included in Annex A.
- **Investee company of ENEL Group or Investee:** the company in which an ENEL Group company directly or indirectly reduces its participation in the share capital to a share lower than 50.01 % during the term of the Contract and which is not under Control (as defined in the definition of Affiliate) by an ENEL Group company.
- **Post-market Monitoring System:** the monitoring system shall be established and documented by the Supplier post the Delivery of the AI System in a manner that is proportionate to the nature of the Artificial Intelligence technologies and the risk of the AI System.
- **Reasonably Foreseeable Misuse:** means the use of the AI System in a way that is not in accordance with its 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 malfunctioning of an AI System that directly or indirectly leads to any of the following:
 - (a) the death of a person, or serious harm to a person's health;
 - (b) a serious and irreversible disruption of the management or operation of critical infrastructure;
 - (c) the infringement of obligations under European law intended to protect fundamental rights;
 - (d) serious harm to property or the environment.
- **Services:** means the maintenance/support services relating to the Software, Cloud Services and AI Systems, including the GPAI Systems, under the Contract.
- **Software:** means any computer program licensed, acquired or developed under the scope of the Contract.
- **Subcontractor:** legal entity - including its employees and representatives - having a direct contract with the Supplier for the performance of part of the scope of Contract.
- **Substantial Modification:** a change to the AI System after the Delivery which is not foreseen or planned in the initial conformity assessment carried out by the Supplier and as a result of which the compliance of the AI System with the requirements set out in these Contract is affected or results in a modification to the Intended Purpose for which the AI System has been assessed.
- **Subsupplier:** legal entity - including its employees and representatives - who supplies to the Supplier, either directly or indirectly, materials and/or equipment (or part thereof) required for the performance of the scope of Contract.
- **Supplier:** any natural or legal person (even grouped) entering into a Contract for the performance of all or part of the scope of Contract referred to in Section 1.1 of these General Conditions.
For the purposes of Article 20, means:
 - i) a natural or legal person, public authority, agency or other body that develops or has developed an AI system or a GPAI Model or that has an AI System or a GPAI Model developed and places it on the market or puts the AI System into service under its own name or trademark, whether for payment or free of charge;
 - ii) a Supplier of an AI System, within the meaning of point (i), including a GPAI System, which integrates an Artificial Intelligence model, regardless of whether the model is provided by the Supplier itself and vertically integrated or provided by another entity based on a contractual relationships;
 - iii) a distributor, importer, deployer of an AI System, or GPAI System, already placed on the market or put into service or any other third-party, if, as permitted, it a) put its name or trademark on such system; b) makes a Substantial Modification to such system; c) changes the Intended Purpose of such system.
- **Supplier Data Sets and Third-Party Data Sets:** the Data Sets (or parts thereof) that do not qualify as ENEL Data Sets.
- **Transferred ENEL Group Company:** an ENEL Group company whose entire shareholding has been transferred to a third party during the period of the term of the Contract and on which it is necessary to carve out IT systems.

3 LANGUAGE

The original version of the GC is in Italian and shall prevail in case of conflict between its translations in other languages.



4 EXECUTION.

- 4.1 The Contract shall be executed by the signature of each Party
- 4.2 The Contract is not subject to automatic renewal or tacit extension.

5 INTERPRETATION AND HIERARCHY.

- 5.1 The Contract concluded between the Parties consists of the following contractual documents, considered as a whole:
 - 1. **Order Letter** (Lettera d'Ordine);
 - 2. **HSE Terms**;
 - 3. **General Conditions Italy**;
 - 4. **Technical-economic documents** (Technical Specifications, Consideration or Price List, any additional document).
- 5.2 The prevalence of the contractual documents shall be determined according to the order indicated in art. 5.1 of the GC, unless otherwise provided for in the Contract. Therefore, in the event of a conflict between the provisions of the contractual documents, the priority of interpretation and application shall follow the above order, without prejudice to the fact that in interpreting the Contract it is necessary to determinate what was the common intention of the Parties and not to limit oneself to the literal meaning of the words.
- 5.3 The invalidity of one or more provisions of the Contract shall not affect the validity of the Contract as a whole. The Parties undertake to replace the invalid provision with another provision that comes as close as possible to the original purpose agreed by the Parties.

6 COMMUNICATIONS.

The Parties shall communicate in writing and in accordance with the terms and conditions set out in the Order Letter (hereinafter "**Communication**").

7 TAXES.

- 7.1 The Parties mutually undertake to complete all administrative formalities and deliver all documents required to settle the direct and indirect tax payments in accordance with the procedures established by Law. Likewise, the Parties undertake to cooperate in order to obtain any exemptions or other tax benefits applicable to the Contract.
- 7.2 In the event that a double taxation treaty is in force between the Supplier's country of residence and Italy, the Parties undertake to cooperate for its correct application.
- 7.3 All taxes, duties and charges relating to the scope of the Contract shall be paid by the Supplier, except those which ENEL is required by law to pay.

8 ASSIGNMENT OF THE CONTRACT.

- 8.1 Any credit arising from the Contract may only be assigned to Banks and Financial Intermediaries enrolled in the relevant Registers pursuant to Legislative Decree no. 385 of 1st September 1993 (hereinafter the "**Assignee**"), subject to ENEL's prior consent.
- 8.2 The Supplier (assignor) and/or the Assignee shall notify ENEL in writing of the assignment of the credit arising from the Contract, specifying the new bank details for payments; such notification shall be electronically signed and sent by certified e-mail (PEC) to the relevant ENEL company within 30 (thirty) days before the term for the payment of the invoice relating to the assigned credit. If the notification is sent by the Assignee, the Assignee shall also attach the assignment agreement duly accepted by the Supplier by Electronic Signature.
- 8.3 For the purposes of the Contract, "assignment of credits" means the assignment of all the credits arising from the Contract to a single Assignee. If the Supplier intends to assign single credits arising from the Contract to more than one Assignee, the Supplier shall notify ENEL thereof in advance, in accordance with art. 8.2 of the GC.
- 8.4 ENEL may refuse the payment of the assigned invoice if the Assignee does not fulfil the requirements set forth in art. 8.1 of the GC and/or the communications referred to in art. 8.2 and 8.3 of the GC. The foregoing shall be without prejudice to the right of ENEL, in its capacity as assigned debtor, to raise against the Assignee any exception that ENEL would have been entitled to raise against the assignor.
- 8.5 The Supplier undertakes to properly notify to ENEL of the commencement of any procedure for its dissolution, transformation, merger, demerger, capital increase or reduction, or any other extraordinary operation, including the sale and/or purchase of majority interests and/or business units, as well as any material changes in its administrative bodies. The Supplier's successor in title may take over the Contract, subject to ENEL's receipt of the notification relating to the corporate transaction within 5 (five) days from completion, and to the fulfillment by the successor in title of the integrity, technical, organizational, economic and financial requirements necessary for the performance of the Contract.
- 8.6 Notwithstanding the provisions of the Law, the assignment of the Contract is prohibited without the written consent of the other



Party, without prejudice to the possibility for ENEL to assign the Contract to the companies of the ENEL Group and its Affiliates.

9 THE SUPPLIER'S OBLIGATIONS AND RESPONSIBILITIES, WARRANTIES AND PENALTIES.

9.1. The Supplier's obligations and responsibilities

9.1.1 Nothing in the text of the Contract shall exclude or limit in any way the Supplier's liability for:

- violation of laws and obligations relating to confidentiality, intellectual and industrial property, personal data protection, anti-corruption;
- violation of the obligations set forth in the "Code of Ethics" of the applicable General Contract Conditions;
- negligent or willful conduct;
- administrative sanctions resulting from acts and/or omissions of the Supplier or its employees, representatives or Subcontractors.

9.1.2 The Supplier undertakes to comply with the law and the Contract and shall be responsible for the fulfilment of all legal and tax obligations, as well as the contractual obligations towards Subcontractors and all parties involved in the execution of the Contract.

9.1.3 The Supplier shall be liable to ENEL and shall indemnify and hold ENEL harmless from and against any and all claims, direct and indirect damages, losses (including, but not limited to, loss of profits and/or damage to reputation) and expenses (including legal fees and expenses) suffered or incurred by ENEL and/or any of ENEL's Group companies as a result of or in connection with (i) any act, decision or omission of the Supplier or its employees, representatives or Subcontractors in breach of their obligations under the law or under the Contract and any other applicable contracts; and (ii) any breach by the Supplier of any of the representations and warranties made by the Supplier in the Contract.

9.1.4. In addition, the Supplier shall indemnify and hold ENEL harmless from and against any and all claims, damages, losses (including, but not limited to, loss of profits and/or damage to reputation) and expenses (including legal fees and expenses) suffered or incurred by ENEL and/or any of ENEL's Group companies as a result of or in connection with any third-party claims (including claims filed by any Authority) or legal proceedings of any nature whatsoever relating to the Supplier or as a result of or in connection with this Contract. The foregoing indemnity shall also include any amount that ENEL may have to pay for expenses or costs of any nature whatsoever arising from any legal action or injunction or order to appear in court, without prejudice to its right of defence.

9.1.5. Without prejudice to artt. 9.1.1 and 9.1.4 of the GC, the liability of the Parties (whether contractual or non-contractual or under any other theory of liability) in respect of any single event arising out of or in connection with the Contract will not exceed the total value of the Contract.

9.2. Warranties

9.2.1. The Supplier undertakes and warrants, for the entire term of the Contract, to supply the Software, the AI System, including the GPAI System, the Cloud Service and any other Service according to the conditions, methods, terms and provisions specified under the documents forming part of the Contract. Furthermore, the Supplier undertakes to ensure that the supply is fit for its intended use, free from errors, defects or interruptions, and that all activities are carried out with the best professional diligence, using the best available techniques, in a workmanlike manner, employing qualified personnel suitable to the performance of the activities.

9.2.2. If, during the execution of the Contract, ENEL ascertains that the activities under the Contract are not properly executed or do not comply with the warranties as per art. 9.2.1 of the GC, the Supplier shall remedy and take corrective actions by replacing or modifying the product or the Service concerned, in order to minimize any impact on ENEL's activities, and no further amount shall be charged to ENEL.

9.2.3. Failure on the part of the Supplier to comply with the obligations set forth in this clause, including the obligation to carry out corrective actions within a reasonable period of time pursuant to art.9.2.2 above of the GC, shall entitle ENEL to apply the penalties provided for in article 9.3 of the GC, without prejudice in any case to ENEL's right to compensation for any damage or loss suffered.

9.3. Penalties

9.1 Without prejudice to the provisions of art. 10.3 of the GC, any failure by the Supplier to comply with the contractual terms, deadlines, warranties and/or Service Level Agreements, if any, may give rise to the application of penalties by ENEL, in accordance with the provisions of the Contract.

9.2 Penalties shall be collected in accordance with the provisions of the Contract and the Law.

9.3.3. The non-application of one or more penalties shall not be construed as a waiver by ENEL of the application of similar penalties or of any other penalty to which ENEL may be entitled in the future for the same reason.

10 SUSPENSION, WITHDRAWAL, AND TERMINATION.

10.1 Suspension.

10.1.1 Unless otherwise provided in the Contract, the Supplier may not suspend the contractual Services, except if valid grounds considered as reasonable by ENEL exist, which shall be notified to ENEL at least 15 (fifteen) working days in advance.

10.1.2 In addition to the provisions of the previous paragraph, the suspension of the Cloud Services shall be allowed only in emergency situations that pose reasonable and proven risks to the security of the Cloud Services, including: (i) the misuse of the Service by ENEL that leads to the interruption of the Cloud Services or compromises the infrastructure used to provide the Services, and (ii)



the unauthorized access to such Services by third parties. However, the Supplier undertakes to suspend the Cloud Services in order to minimize the interruption of the Services for ENEL.

10.1.3 After the suspension, the Supplier shall draft a report detailing the causes of the interruption and specifying the remedial actions implemented to solve the issue.

10.1.4 For Contracts concerning Cloud Services, in the event of non-fulfilment of the contractual obligations by the Supplier and without prejudice to the other remedies provided by law and by the Contract, ENEL has the right to suspend the execution of the Contract in whole or in part, by sending a notice to the Supplier, specifying the reason for the suspension and its duration will be specified, without prejudice to the possibility of extension in the event that the event preventing the continuation of the Contract persists.

10.2 Withdrawal.

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

10.3 Termination.

10.3.1 ENEL may terminate the Contract in the cases provided for by law and/or in all the cases set out in the Contract and/or if there are significant reasons preventing or compromising the proper performance of the scope of the Contract, as well as when:

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

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

11 FORCE MAJEURE.

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

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

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

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

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

12 INTELLECTUAL PROPERTY.

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

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



- 12.1.2 The Supplier, if for the purposes of the execution of the Contract needs to use rights licensed by third parties, guarantees that it has a suitable right to use the aforementioned rights. Upon ENEL's request, the Supplier will make available to ENEL any information, clarification, explanation, and any other documents or data with respect to any asset protected by intellectual property rights owned by third parties used for the execution of the Contract.
- 12.1.3 The Supplier undertakes to hold ENEL harmless from any action, request, or dispute for violation of intellectual property rights that have an impact on the execution of the Contract or on the use of the Software, the AI System, including the GPAI System, or Service formulated by third parties, holding it harmless and compensating it for all losses and damages that may arise from such actions or requests. The Supplier also undertakes to promptly communicate in writing to ENEL the existence of any actions or requests, judicial or extrajudicial, advanced by third parties regarding alleged violations of intellectual property rights that have an impact on the execution of the Contract.
- 12.1.4 If, following judicial or extrajudicial actions, or requests proposed by third parties whom have intellectual property rights on the Software, the AI System, including the GPAI System, or Services, it is necessary to make changes or replace, in whole or in part, the subject of the Contract, the Supplier will undertake to carry out all activities necessary to ensure functionality and characteristics equivalent to those of the Software, the AI System, including the GPAI System, and/or the Services covered by the Contract, at its own expense and subject to agreement with ENEL.
- 12.1.5 In any case, the provisions of art. 10.3.1 letter a) of these General Conditions apply.
- 12.1.6 The Supplier is prohibited from using ENEL's trademarks, logos and/or distinctive signs, as well as using the ENEL name even if only with reference to the fact of being a supplier for the purposes of this Contract without the prior written authorization of ENEL.

12.2 Purchase of Software, AI System or Service that requires adaptation or adaptive new development.

- 12.2.1 In such cases, the provisions of articles 12.1.1 to 12.1.6 as well as what is indicated below apply.
- 12.2.2 The Parties agree that, with reference to all the material and information that a Party will share with the other Party for the purposes of the execution of the Contract (by way of example and not limited to: documents, reports, products, samples, codes source, technical specifications, know-how, drawings, projects, computer programs, information of any kind and related copies, hereinafter the "**Contractual Material**") the Party that receives the Contractual Material owned by the other Party: (i) may not in any way copy, reproduce, process, translate, modify, adapt, develop, decompile, disassemble, reverse engineer - in whole or in part - the Contractual Material; (ii) cannot create works, objects, articles, products, samples or technical specifications derived from the Contractual Material; (iii) will not use such Contract Material for any purpose other than the execution of the Contract; (iv) may share the ENEL Material internally only with personnel to whom it is strictly necessary to share it for the purposes of executing the Contract; (v) will ensure that the aforementioned obligations are also respected by the other persons (natural or legal) involved in the execution of the Contract; (vi) will not disclose the Contractual Material and will ensure that its employees do not disclose it to third parties without the prior written consent of the other Party and (vii) will keep the Contractual Material confidential in accordance with following Article 13 "Confidentiality".
- 12.2.3 Each Party acknowledges and accepts that the intellectual property rights owned by each Party prior to the signing of the Contract (hereinafter "**Background IP**") remain the property of that Party and the other Party will not be able to claim in any way these rights. Before signing the Contract, each Party must specify its IP Background in the Annex Background IP, which forms an integral and substantial part of the Contract.
- 12.2.4 Any new and additional developments with respect to the IP Background created or executed as part of the execution of the Contract, as well as all know-how, technology, methodologies, innovations, information resulting from the execution of the Contract, documentation produced (by way of example and not limited to: manuals, strings or individual pieces of source code, documents containing commercial, technical and/or confidential information), as well as the intellectual property rights inherent to them (hereinafter, jointly, "**Foreground IP**"), is the exclusive property of ENEL and is included in the price of the Contract. The Parties, within the deadline indicated in the Contract, will have to draw up a report which certifies and acknowledges the progress of the activities related to the Foreground IP. In the absence of an indication of this deadline in the Contract, the Parties must draw up the report in question every 60 (sixty) days. The minutes form an integral and substantial part of the Contract.
- 12.2.5 If the Contract originally concerned the cases referred to in art. 12.1 of the GC and, during its execution, the need arises between the Parties to carry out the activities referred to in 12.2, of the GC the Parties acknowledge and accept that the provisions of art. 12.2 of the GC shall apply. In this case, the Parties undertake to draw up the annex referred to in the previous art. 12.2.3 of the GC before sharing the relevant Background IP with the other Party.
- 12.2.6 For the purposes of Article 20, all intellectual property rights relating to the AI Output shall be the sole property of ENEL. In any case, unless otherwise provided in writing by ENEL, the Supplier undertakes to treat the AI Output as ENEL's Confidential Information and to observe the confidentiality obligations with respect to the AI Output as set forth in Art. 13 "Confidentiality" below.

13 CONFIDENTIALITY.

- 13.1 All information, documents and specific knowledge, in whatever format or medium has been shared, that a Party has made available to the other Party for the purposes of negotiation and/or execution of the Contract (the "**Confidential Information**"), may be used solely for the purposes of executing the Contract and are confidential.
- 13.2 Confidential Information includes, by way of example and without limitation, intellectual property rights, discoveries, inventions, developments, technical and technological information, technical documents, know-how, commercial and industrial secrets, development or experimentation activities, computer programs, banks data, software (including source codes), production processes and methods, business models, data, concepts, procedures, drawings, sketches, algorithms, formulas, models, prototypes, business plans, financial data and information, business and marketing, commercial analyses, list of customers and information relating to them, information and analysis of competitors and their products, appraisals, technical and/or legal opinions,



the fact of being a contractual counterparty of ENEL, as well as all information, news and data relating to the Parties.

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

14 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.

- 14.1 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;
- 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.

- 14.2 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.
- 14.3 In the event of violations, incidents, cyber-attacks or any other relevant event in terms of cyber security that may have a potential impact on ENEL's Information Technology (IT)/Operational Technology (OT)/Internet of Things (IoT) infrastructures (hereinafter "**Cyber Incidents**"), the Supplier, with the skill and immediacy required by professional diligence, must proceed with reporting the Cyber Incident to ENEL at the e-mail address cert@enel.com. In order to effectively convey all Cyber Incidents, including potential ones, as well as any communication regarding cyber security, the Supplier must indicate and keep updated its contact person and update the relevant contact details by completing the "Company contacts" document (Cyber Security)", available on the WeBUY home page at the following path: Personal Data \Company Profile \ Profile Data.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 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.
- 14.8 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.
- 14.9 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.

- 14.10 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.
- 14.11 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.
- 14.12 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.
- 14.13 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 for ENEL.
- 14.14 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.
- 14.15 The Supplier shall guarantee that appropriate monitoring mechanism to identify, detect, analyze and mitigate security threats are in place.
- 14.16 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.
- 14.17 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.
- 14.18 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.
- 14.19 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.

15 PROCESSING OF PERSONAL DATA.

15.1 Privacy notice regarding personal data processed by parties for the purposes of this Contract.

- 15.1.1 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.
- 15.1.2 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.

15.2 System administrators

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

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

- 15.3.1 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.

15.3.2 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.

15.3.3 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.

15.4 Duties and instructions

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

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

15.4.2 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.

15.4.3 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.

15.5 Duration

15.5.1 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.

15.6 Sub Data Processors

15.6.1 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.

15.6.2 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**).

15.6.3 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 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.

16 CODE OF ETHICS

16.1 General details.

- 16.1.1 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>
- 16.1.2 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.
- 16.1.3 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.
- 16.1.4 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.
- 16.1.5 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.
- 16.1.6 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.
- 16.1.7 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.

16.2 Conflict of interests.

- 16.2.1 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.
- 16.2.2 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.

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

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

16.4 Health, safety and environment.

- 16.4.1 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.
- 16.4.2 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>.
- 16.4.3 The Supplier acknowledges ENEL's commitment in promoting and consolidating a culture of health, safety and environmental protection, and undertakes to comply with the same principles and with the provisions of the HSE Terms, when applicable, as well as to ensure that its Subcontractors, Subsuppliers, third parties engaged by the Supplier and its whole supply chain comply therewith.

¹ The Legal Person.



16.5 Integrity Clause.

- a) The Supplier² declares:
- that the Supplier, to the best of its knowledge, is not subject to any criminal proceedings in relation to tax crimes, crimes against the public administration and its assets, crimes against property, crimes against the personal freedom or the public order, environmental crimes, organized crime offenses, corporate crimes, crimes related to terrorism of subversion of democracy, occupational health and safety offenses, crimes related to personal data, computer crimes;
 - that, to the best of its knowledge, the Supplier is not subject to any criminal investigation in respect of any matter, fact, or unlawful conduct constituting tax crimes, crimes against the public administration and its assets, crimes against property, crimes against the personal freedom or the public order, environmental crimes, organized crime offenses, corporate crimes, crimes related to terrorism of subversion of democracy, occupational health and safety offenses, crimes related to personal data, computer crimes;
 - to acknowledge and agree that - for the purposes of assessing the professional conduct of the Supplier, pursuant to the first and second point of this letter a) - ENEL may independently collect additional information, considering the necessary existence of duties of loyalty for the Supplier.
- b) The Supplier undertakes to promptly inform and to provide all the relevant documents to ENEL:
- 1) if the Supplier becomes aware of the opening of any criminal proceedings, referred to in the first paragraph of letter a) above;
 - 2) if the Supplier is involved in criminal investigations, as referred to in the second point of letter a) above.

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

16.6 Statement on special part "D" crimes against the individual.

- 16.6.1 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.

16.7 International sanctions.

- 16.7.1 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.
- 16.7.2 Each Party shall fully comply with all the legal requirements related to Sanctions with regard to the performance of the Contract.
- 16.7.3 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.
- 16.7.4 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.
- 16.7.5 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.
- 16.7.6 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.

17 GOVERNING LAW.

The Contract shall be regulated by the Italian law.

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



18 LICENCE TO USE

18.1 The Supplier shall provide ENEL with:

- the non-exclusive and permanent license to use the software products under the scope of the Contract, according to the purposes established in the Contract; the license shall apply to the (existing and future) companies of the ENEL Group; the perpetual licenses shall remain valid, in accordance with the terms set out in the Contract, including after its expiration or termination;
- the contractual software products may be installed and used by all the (existing and future) companies of the ENEL Group and in the offices and places of interest of the ENEL Group, wherever they are located. It is understood that ENEL shall be liable to the Supplier for any violation the terms and conditions of the license to use by the relevant companies of the ENEL Group.
- unless otherwise provided by the Contract, ENEL may install and use the software products on any processing system and in any place of interest for ENEL Group;
- the software products may be installed and used on "Infrastructure as a Service" (IaaS) or "Platform as a Service" (PaaS) environments made available by third-party contractors selected by ENEL;
- ENEL may grant the use of the licenses also to third-party contractors of ENEL, only within the limits and for the purposes related to the instrumental activities for the business of the ENEL Group.

18.2 ENEL may, by giving notice to the Supplier, for the entire duration and under the same conditions under the scope of the Contract: (i) transfer the ownership of the perpetual licenses of the software products covered by the Contract, (ii) continue to provide services based on the acquired software products, (iii) extend the use of the licenses covered by the Contract, to Affiliates or Investee Companies of the ENEL Group.

18.3 ENEL may also, by giving notice to the Supplier, for a maximum period up to the duration of the Contract ("**Transitional Period**") and under the same conditions set out in the Contract: (i) continue to provide services based on the acquired software products, (ii) extend the use of the acquired licenses, to Affiliates, Investee, Transferred Companies of the ENEL Group.

19 CLOUD SERVICES

19.1 The Cloud Services covered by the Contract may be used by the existing and future companies of the ENEL Group.

19.2 ENEL may, by giving notice to the Supplier, for the duration of the Contract: (i) continue to provide services based on the acquired Cloud Services; (ii) allow access to and use of the acquired Cloud Services, to Affiliates and Investee Companies of the ENEL Group, under the same conditions set forth in the Contract.

ENEL may also, by giving notice to the Supplier, for a maximum period up to the duration of the Contract ("**Transitional Period**") and under the same conditions set forth in the Contract: (i) continue to provide services based on the acquired Cloud Services, (ii) extend the use of the acquired Cloud Services, to Affiliates, Investee, Transferred Companies of the ENEL Group.

19.3 All provisions of Article 18.1 also apply to the acquired Cloud Services.

19.4 ENEL may grant the use of the Cloud Services also to third-party contractors of ENEL, only within the limits and for the purposes related to the instrumental activities for the business of the ENEL Group. Any other use shall require an agreement between the Parties.

19.5 The data processed within the Cloud Services may only be archived and stored in technological infrastructures (Data Centers) approved by ENEL, located in the European Union territory.

19.6 The data and/or the contents included by ENEL in the Cloud Services and stored on suitable media in the Supplier's systems, upon explicit approval by ENEL, may only be stored and exchanged within and/or through infrastructures located in the European Union territory.

19.7 The Supplier shall not decrease the overall security measures of the Cloud Services throughout the term of the Contract, and such measures shall always be compliant with sect. 32 of GDPR.

19.8 The Supplier shall not substantially reduce the functionalities of the Cloud Services currently included in the scope of the Contract.

19.9 All the logs created or stored under any form by the Supplier for the performance of the Contract shall be subject to the following provisions:

- all the logs collected according to applicable legal requirements and/or regulations and/or decrees shall be stored for the minimum period required by the relevant provisions and made available to ENEL upon request;
- any log whose retention is not legally required, but provided for by the Contract and/or its attachments shall be stored by the Supplier for the period specified in the Contract and made available to ENEL upon request;
- any log retention not required according to law or to the Contract and/or its attachments, but that the Supplier deems useful or necessary to provide the Services, shall be approved by ENEL; these logs shall be stored by the Supplier for the period strictly required for the purposes for which they have been collected. The logs shall be made available to ENEL upon request.

20 ARTIFICIAL INTELLIGENCE SYSTEMS

SECTION A - Essential requirements in relation to the AI-system

20.1 Risk management system.

20.1.1 The Supplier shall ensure that a risk management system relating to the AI System is established and implemented prior to Delivery throughout entire lifecycle of the AI System.

- 20.1.2 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 art.20.13;
 - [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.
- 20.1.3 The risk management measures referred to in article 20.1.2., point [d] 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.
- 20.1.4 The identification of the most appropriate risk management measures referred to in paragraph 20.1.2, point [d], shall ensure:
- [a] elimination or reduction of risks identified and evaluated pursuant to paragraph 20.1.2. in as far as technically feasible, 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 20.3 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.
- 20.1.5 The Supplier shall ensure that, prior to the Delivery of the AI System, 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 referred to in paragraph 20.1.2, point [d] 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 shall 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.
- 20.1.6 All risks identified, measures taken, and tests performed in the context of compliance with this article shall be documented by the Supplier. The Supplier shall make this documentation available to ENEL before the Delivery of the AI System. This documentation may form part of the technical documentation and/or Instructions For Use referred to in Annex A.
- 20.1.7 The risk management system shall consist of a continuous and iterative process running throughout the duration of the Contract. After Delivery of the AI System the Supplier shall therefore:
- [a] periodically review and update the risk management process, to ensure its continued effectiveness.
 - [b] keep the documentation described in article 20.1.6 up to date; and
 - [c] promptly make available to ENEL any new version of the documentation described in article 20.1.6.
- 20.1.8 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.
- 20.1.9 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.
- 20.1.10 The Supplier shall keep at the ENEL's disposal for a period of 10 (ten) years after the termination of the Contract the documentation referred to in Article 20.1.6. and contained in Annex A.

20.2 Data and data governance

- 20.2.1 The Supplier shall ensure that the Data Sets 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. Therefore, if the Data Sets include ENEL's Personal Data, the previous paragraph 15 "Processing of Personal Data" shall apply. 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;
 - [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.
- 20.2.2 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.
- 20.2.3 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.

20.2.4 The obligations under this article apply not only to the development of the AI System prior to Delivery, but also to any use of the Data Sets by the Supplier that may affect the functioning of the AI System at any other time during the term of the Contract.

20.3 Technical documentation and instructions for use

20.3.1 The technical documentation and Instructions for Use of the AI System referred to in Annex A shall be provided by the Supplier to ENEL prior the Delivery of the AI System and they shall be kept updated.

20.3.2 The technical documentation referred to in art. 20.3.1. above shall be drawn up in such a way as to demonstrate that the AI System complies with the requirements set out in European Union law and in the Contract and to 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. It shall contain at least the elements set out in Annex A.

20.3.3 The Supplier shall provide ENEL, prior to the Delivery of the AI System, with instructions for use of such system in an appropriate digital format or otherwise that include concise, complete, correct and clear information that is relevant, accessible and comprehensible to ENEL. The instructions for use shall contain at least the information satisfy the conditions described in Annex A.

20.3.4 The Supplier shall update this documentation at least with each Substantial Modification during the term of the Contract and subsequently make it available to ENEL.

20.3.5 ENEL shall have the right to make copies of the technical documentation and instructions for use referred to in Annex A to the extent necessary for the internal use of ENEL's organization, without prejudice to the provisions of article 20.6 and article 20.14.

20.3.6 The Supplier shall keep at the ENEL's disposal for a period of 10 (ten) years after the termination of the Contract the technical documentation referred to in this Article 20.3 and contained in Annex A.

20.4 Record-keeping

20.4.1 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>.

20.4.2 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, in according with Article 20.6. below;

20.4.3 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 referred to in Article 20.12.4 below;
- (iii) monitoring the operation of AI Systems on the basis of the instruction for use referred to in Annex A.

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

20.4.5 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 duration of the Contract. At the end of the term of the Contract, the Supplier shall immediately make these logs available to Enel.

20.4.6 The Supplier shall keep the logs referred to in this Article 20.4. 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.

20.5 Transparency of the AI System

20.5.1 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.

20.5.2 In order to ensure adequate transparency, at least the technical and organizational measures described in Annex A shall be implemented by the Supplier prior to the Delivery of the AI System. 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.

20.5.3 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, including the GPAL System, 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.

20.5.4 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.

20.6 Human oversight

20.6.1 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.

20.6.2 The Supplier shall ensure that, prior to Delivery, 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.

20.6.3 To ensure adequate human oversight, the Supplier shall, as a minimum, implement the technical and organizational measures described in Annex A prior to the Delivery of the AI System.

20.7 Accuracy, robustness, and cybersecurity

20.7.1 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.

20.7.2 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.

20.7.3 The levels of accuracy and the relevant accuracy metrics of the AI System shall be declared in the accompanying Instructions for Use and are described in Annex A. The obligation under Article 20.3.6. shall also apply to this documentation referred to in this Article 20.7.3.

20.7.4 In order to ensure an appropriate level of robustness, safety and cybersecurity, the Supplier shall implement at least the technical and organizational measures referred to in Article 20.7.5 below, prior to the Delivery of the AI System, including the GPAI System.

20.7.5 To ensure an appropriate level of cybersecurity for AI Systems, the contractual clauses outlined in the Cybersecurity section [14] 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. 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 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 request.
- [f] The Supplier shall promptly notify ENEL in case the software/services provided have been fully or partially developed using an AI System, also providing proper documentation to prove this. In any case, ENEL shall be able to autonomously verify what has been declared by the Supplier, using independent tools/manners.

SECTION B - Obligations of the Supplier in relation to the AI System**20.8 Compliance with Section A**

The Supplier shall ensure that the AI System complies with the requirements set out in Section A from the time of Delivery of the AI System until the end of the Contract, taking into account its Intended Purpose and the generally recognised state of the art in Artificial Intelligence and Artificial Intelligence-related technologies. The risk management system referred to in Article 20.1. shall be taken into account in ensuring compliance with those requirements. Where a product includes an AI System the requirements of Section A and European legislation shall apply to such product and the Supplier shall be responsible for ensuring that its product fully complies with all applicable requirements of this Contract and European legislation.

20.9 Quality management system

20.9.1 Prior to the Delivery of the AI System, the Supplier shall establish a quality management system to ensure compliance with the Contract. This 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 article 20.1;
- [h] the setting-up, implementation and maintenance of a Post-market Monitoring System, in accordance with Article 20.13. below;
- [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.

20.9.2 The obligation under Article 20.3.6. shall also apply to the documentation referred to in Article 20.9.1.

20.10 Conformity assessment

20.10.1 The Supplier shall ensure that the AI System is subject to the following conformity assessment procedure prior to the Delivery of the AI System:

- [a] The Supplier shall verify that the established quality management system is in compliance with the requirements of article 20.9.
- [b] The Supplier shall examine the information contained in the technical documentation referred to in Annex A in order to assess the compliance of the AI System with the relevant essential requirements set out in Section A of these clauses.
- [c] The Supplier also verifies that the design and development process of the AI System is consistent with the technical documentation referred to in Annex A.

20.10.2 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.

20.11 Corrective actions

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.

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

20.12.1 In addition to the obligations described in article 20.5, 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.

20.12.2 The obligation referred to in article 20.12.1 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.

20.12.3 The obligations referred to in articles 20.12.1 and 20.12.2 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.

20.13 Post-market Monitoring and Post-Delivery Monitoring Plan for AI System

20.13.1 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 as identified in accordance with Article 20.1. above.

20.13.2 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.

20.13.3 The Post-market Monitoring system shall be based on a Post-market Monitoring plan, which shall be part of the technical documentation included in Annex A and shall be provided by the Supplier to ENEL prior to the Delivery of the AI System. The obligation under Article 20.3.6. shall also apply to the Post-market Monitoring Plan.

SECTION C – Rights to use the Data Sets

20.14 Rights to ENEL Data Sets

20.14.1 All rights, including any intellectual property rights, relating to ENEL Data Sets shall belong to ENEL or to a third party designated as such by Enel.

20.14.2 The Supplier shall not be entitled to use ENEL Data Sets for any purpose other than the performance of the Contract, except as otherwise provided in Annex B, in compliance with the confidentiality obligations set out in Art.13 "Confidentiality" above.

20.14.3 At the first request of Enel, the Supplier shall destroy the ENEL Sets, except as otherwise provided in Annex B. At the request of Enel, the Supplier shall provide feasible evidence of the destruction of the ENEL Data Sets.

20.15 Rights to Supplier Data Sets and Third-Party Data Sets

20.15.1 All rights, including any intellectual property rights, relating to Supplier Data Sets and Third-Party Data sets shall belong to the Supplier or to a third party.

20.15.2 The Supplier shall grant to ENEL a non-exclusive right to use the Supplier Data Sets and Third-Party Data Sets, which shall in any case be sufficient for the performance of the provisions of the Contract, including the clauses, except as otherwise provided in Annex B.

20.15.3 The right of use described in article 20.15.2 includes the right to use Supplier Data Sets and Third-Party Sets for the further development of the AI System, including any new versions thereof, by ENEL or a third party.

20.16 Hand over of the Data Sets

20.16.1 At the first request of Enel, the Supplier shall provide ENEL with the latest version of the ENEL's Data Sets.

20.16.2 At the first request of Enel, the Supplier shall provide ENEL with the latest version of the Supplier's Data Sets and Third-Party Data Sets, unless as otherwise provided for in Annex B.

20.16.3 The Data Sets shall be provided by the Supplier to ENEL in a common file format to be specified by Enel.

20.17 Indemnifications

20.17.1 The Supplier, as set forth in art.9 of the GC, shall indemnify and hold ENEL harmless from and against any and all claims made by third parties, including regulatory authorities, for infringement of their intellectual property rights, privacy rights or similar rights to knowledge, unlawful competition, with respect to the Supplier's and Third Party's Data Sets.

SECTION D – AI register and audit

20.18 AI register

20.18.1 At the first request of ENEL, the Supplier shall provide ENEL with the latest version of the information described in Annex A.

20.18.2 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.

20.18.3 At the request of ENEL, the Supplier shall assist in registration of the AI Systems in any relevant register.

20.19 Compliance and audit

20.19.1 At first request of ENEL, the Suppliers shall provide ENEL with all information necessary to demonstrate compliance with applicable laws and the Contract.

20.19.2 The Supplier shall at all times cooperate with any audit or other type of inspection to be carried out by or on behalf of ENEL to assess whether the Supplier is complying with its obligations under applicable laws and the Contract. Such cooperation shall include providing all information requested by ENEL, providing insight into the risk management system implemented, making



Supplier's personnel available for interviews and providing access to the Supplier's premises.

- 20.19.3 ENEL will prepare or cause to be prepared a report setting out the conclusions of the audit. In the report, ENEL will record the extent to which the Supplier complies with the obligations under applicable laws and the Contract. If ENEL determines that the Supplier does not comply with the obligations under applicable laws and the Contract, the Supplier shall be obliged to remedy the deficiencies identified by ENEL within the period set by ENEL in the report. If the Supplier fails to remedy the defects identified by ENEL within the period set in the report for remedying such defects, the Supplier shall be in default by operation of law.
- 20.19.4 ENEL will be entitled to carry out or cause to be carried out an audit once per calendar year or in connection with any Substantial Modification.
- 20.19.5 ENEL may decide to carry out the audit in whole or in part.
- 20.19.6 In no case the Supplier shall have the right to suspend its obligations under the Contract. No fee shall be payable by ENEL if the audit reveals that the Supplier has failed to perform its obligations under applicable laws and the Contract.

21 ENEL'S RIGHT OF AUDIT.

- 21.1 The Supplier shall provide ENEL with a copy of the compliance certificates of its Cloud Services, including SOC1 type II and SOC2 type II reports.
- 21.2 If ENEL, for any purpose, requires such certificates when they have not yet been prepared, the Supplier shall issue a "Bridge letter" ensuring the effectiveness of the environment of the internal controls, in relation to the contractual Cloud Services, for the period between the last valid issue of SOC1 and SOC2 reports and the date of request of the reports.
- 21.3 ENEL reserves the right to exercise all verification rights under the Contract and these General Conditions by giving 30 days' written notice to the Supplier. The Supplier undertakes to give feedback in the time and manner established by ENEL in the aforementioned notice and during the course of the performance of the aforementioned verifications.
- 21.4 With express reference to the audits and inspections referred to in paragraph 15.4 (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 15 ("Processing of Personal Data").

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

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

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

B. Categories of Data Subjects

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

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

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

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

⁶ For example: POD- PDR-

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

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



ANNEX 2 GDPR

List of Sub-processors

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

Date

Signature of the Processor.....



SELF DECLARATION

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

Dear

ENEL

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

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

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

As legal representative of the Company

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

Tax CodeVAT.....

in relation to Contract no.

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

DECLARES

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

Date

Signature of the Processor



ANNEX 3 GDPR

RIF. CONTRATTO N. _____

ANNEX GDPR 3

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

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

WHEREAS

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

REQUESTS

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

DECLARES

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

[Date] _____,

The Processor

For authorization

The Controller



COMMUNICATION OF AMENDMENTS TO THE LIST OF SUB-PROCESSORS

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

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

[*]

Below is the updated list of Sub-Processors.

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

Date

Signature of the Processor



SELF-DECLARATION ON INTERNATIONAL TRANSFERS OF PERSONAL DATA

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

Dear

ENEL

The undersigned (surname) (name)

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

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

As legal representative of the Company

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

Tax CodeVAT.....

in relation to Contract no.

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

DECLARES

With reference to the Sub-Responsible Officers listed above

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

Date

Signature of the Processor



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 20.7 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 20.1. 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 20.6 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 20.4 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 20, 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 20, 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 20, 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 20;

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



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[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 20.13 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 20.5 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 20.6 of GC.

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



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ANNEX B – The Data Sets

Please provide a description of the Data Sets used for the training (if applicable), validation and testing of the AI System. Distinguish between ENEL's Data Sets and Supplier Data Sets and Third-Party Data Sets. In the case of ENEL's Data Sets, describe the purposes for which the Supplier may use the Data Sets (other than the performance of the Contract) and whether the Supplier is required to destroy the Data Set at the end of the term of the Contract. In the case of 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.

ENEL's Data Sets

The following Data Sets are provided by ENEL to the Supplier under the Contract or to be created or collected as part of the Contract:

Description of the Data Set	Rights of use of the Supplier	Obligation to destroy the Data Set at the end of the term of the Contract
		Yes/No
		Yes/No
		Yes/No
		Yes/No

Supplier Data Sets and Third-Party Data Sets

The following Supplier Data Sets and Third-Party Data Sets will be or were used for the training (if applicable), validation and testing of the AI System:

Description of the Data Set	Rights of use of Enel	Obligation to hand over⁹
		Yes/No
		Yes/No
		Yes/No
		Yes/No

⁹ A limitation of the obligation to hand over Supplier Data Sets and Third-Party Data Sets, does not limit Supplier's obligations described in article 20.5. and article 20.12.