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RECITALS

ENEL pursues a sustainable business model and aims to place environmental, social and economic sustainability, together with innovation, at the heart of its corporate culture, implementing a development model based on sharing value creation, both within and outside the company. ENEL pursues the achievement of the United Nations Sustainable Development Goals (SDGs), has been a "Participant" member of the United Nations Global Compact since 2004 and was reconfirmed in 2020 among its LEAD companies, thanks to its adherence to the Ten Principles concerning human rights, labour standards, environmental protection and the fight against corruption.

ENEL is committed to promoting social, economic and environmental sustainability, including through its contractual relationships with suppliers.

The Supplier acknowledges that ENEL's principles on sustainable development are available at the following link: [ENEL – UN Sustainable Development Goals](#), and that it shares their objectives.

1 SCOPE

- 1.1 This document "General Contract Conditions for Software and Cloud Services" (hereinafter referred to as "**General Conditions**" or "**GC**") governs the contractual relationship between one or more companies of the ENEL Group (hereinafter "**ENEL**") and the Supplier (hereinafter, jointly, the "**Parties**" and, individually, a "**Party**") concerning the Software Licenses, Cloud Services and/or AI Systems and related AI Technologies, as well as the provision of all related services and activities, including, by way of example and without limitation, Maintenance Services, Professional Services and any further activity provided for under the Contract and described in the relevant Technical Specifications.
- 1.2 The annexes to these General Conditions, including, by way of example, the Annexes "Cybersecurity" and "AI Terms", constitute an integral and substantial part of the General Conditions and supplement and specify their contents. In the event of any conflict between the provisions of the General Conditions and those of the Annexes, the rules of precedence expressly provided for in the relevant Annexes shall apply or, failing that, the provision that is more specific with respect to the relevant subject matter shall prevail.
- 1.3 Any waiver and/or modification of these GC or any other documents forming part of the Contract must be approved in writing by the Parties. Such amendments and/or waivers shall apply only to the specific Contract for which the waiver and/or amendment has been agreed, and not to other existing or future contracts between the same Parties.
- 1.4 No unilateral changes to the terms and conditions relating to the Software and Services covered by the Contract shall be permitted during the Term of the Contract, unless they are expressly accepted by both Parties and formalized by signing a contract amendment.

2 DEFINITIONS

For the purposes of the Contract, the definitions set out in this Article shall apply. Such definitions shall also apply to the Annexes to the Contract, unless such Annexes expressly provide for specific definitions concerning the matters governed thereby:

- **Cloud Services:** means any service forming part of the Scope of the Contract provided by the Supplier under a cloud-based model, including, by way of example and without limitation, Software as a Service (SaaS), Platform as a Service (PaaS) and Infrastructure as a Service (IaaS), made available to ENEL Group companies and their respective authorized users remotely through network access. Cloud Services include, where applicable, the provision, hosting, management, operation and maintenance of software, platforms, infrastructures and related components, as well as all updates, upgrades, patches, security measures, technical support services and any other ancillary service or activity necessary to ensure their proper functioning, availability, security and performance in accordance with the Contract. Cloud Services shall be provided in accordance with the terms and conditions of the Contract, including the applicable Technical Specifications, Service Level Agreements ("SLAs") and applicable security requirements. Where the Cloud Services include or enable the use of AI Systems, AI Models, AI Components or AI Services, such services shall also be governed by the "AI Terms" Annex.
- **Contract:** written agreement between ENEL and the Supplier for the completion of the Scope of the Contract, including all the documents listed in the Order Letter and in Article 5 of these General Conditions.
- **ENEL Content:** any material, such as audio or video files, electronic documents or images, that ENEL uploads, imports into or derives from the SaaS platforms for the use of or creates with them in connection with or through its use of the Provider's Cloud Services.
- **ENEL Data:** any data, information, document, content, material, file, database, dataset, Confidential Information, know-how, technical, commercial, industrial, organizational or other information attributable to ENEL or processed on behalf of ENEL in the performance of the Contract, irrespective of its format, medium, method of acquisition, communication, processing,



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representation or storage and irrespective of whether such data is structured, unstructured, anonymized, pseudonymized, aggregated, summarized, transformed, indexed, vectorized or otherwise processed.

The following shall be included in ENEL Data: (i) ENEL Content and Contract Material, as defined in these General Conditions, where supplied, made available or otherwise processed by the Supplier in the performance of the Contract; (ii) any data, information, document, content or material supplied, directly or indirectly, by ENEL, or made accessible to the Supplier through systems, applications, infrastructure, platforms or resources of ENEL; (iii) any data, information, document, content or material generated, collected, processed, transformed, enriched or otherwise handled by the Supplier in the performance of the Contract, to the extent derived, even partially, from data, information, materials, documents, content or resources of ENEL; (iv) any configuration, prompt, template, workflow, agent, instruction, configuration parameter or other functional element that incorporates, derives from, enables the reconstruction of or reflects, even indirectly, ENEL Data or knowledge developed in the performance of the Contract.

The following shall also be deemed to constitute ENEL Data: any copy, extract, transformation, summary, aggregation, classification, enrichment, combination, processing or other derivative representation of ENEL Data.

ENEL Data shall retain such qualification irrespective of its form, format, degree of processing, loss of direct identifiability or the circumstance that it is incorporated into prompts, configurations, workflows, knowledge bases, models, databases or other technological tools or transformed through anonymization, pseudonymization, summarization, classification or other processing.

Qualification as ENEL Data shall not depend on the qualification of the same data as ENEL Content or Contract Material under the General Conditions, nor on formal ownership of the relevant medium or technological tool, it being sufficient that the data is attributable to ENEL or processed on behalf of ENEL in the performance of the Contract or is capable, even indirectly, of revealing, reconstructing or inferring information attributable to ENEL.

Where the Contract involves the use, supply, development or otherwise processing of Artificial Intelligence Technologies, the definition and protection regime applicable to ENEL Data under the **AI Terms Annex**, which constitutes an integral and substantial part of the Contract, shall also apply and shall prevail, with respect to the matters governed thereby, over these General Conditions

- **ENEL Global Procurement Portal:** the ENEL portal through which Suppliers may access and conduct online business with ENEL
- **ENEL Group:** Enel S.p.A. and its Subsidiaries, in accordance with Article 2359 of the Italian Civil Code (hereinafter "cc").
- **ENEL Group Affiliate:** any legal entity that directly or indirectly controls, is controlled by or is under the Control of, including common Control, an ENEL Group legal entity. For the purposes of the Contract, "**Control**" means the direct or indirect, including joint, power of any ENEL Group legal entity to determine the management guidelines and/or policies of the Affiliate, irrespective of the percentage of share capital held, including by contract or otherwise.
- **ENEL Group Divested Company:** an ENEL Group company in which the entire shareholding has been transferred to third parties during the Term of the Contract and for which the IT systems must be carved out.
- **ENEL Group Investee Company:** a legal entity in which an ENEL Group company directly or indirectly reduces its equity interest to a percentage below 50.01% and over which the ENEL Group company does not exercise Control as defined in the definition of ENEL Group Affiliate.
- **Fixed-Price ("Lump-Sum") Professional Services (or Fixed-Price ("Lump-Sum") Services):** Professional Services performed for a fixed price, on a "lump-sum" or "turnkey" basis, under which the Supplier assumes full responsibility for delivering the agreed scope, results and deliverables in accordance with the applicable contractual requirements, irrespective of the actual effort, resources or costs required for execution. The Supplier shall retain full discretion and responsibility over the methods, organization, tools and personnel used to perform the Services, unless otherwise specified in the relevant Contract.
- **Force Majeure Event:** unless otherwise provided by law, means any act or event beyond the reasonable control of the Parties that prevents the Party affected by the event from fulfilling, in whole or in part, its contractual obligations. The Force Majeure Event shall not result from the fault or negligence of the affected Party and shall be an event that such Party is unable to foresee, prevent, avoid or overcome with all reasonable effort. The burden of proving a Force Majeure Event shall be on the



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Party claiming it.

- **Generally Available Software/Cloud Services:** refer to all Software and Cloud Services that are not End of Life and therefore have not reached the end of their life cycle.
- **Good Industry Practice:** means, on the effective date, those practices, methods, acts, techniques and standards which are prudent and in accordance with generally accepted good practice for providers that carry out ICT services and supply. It is recognized that Good Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusions of all others, but rather to be a spectrum of good and proper practices, methods and acts.
- **Maintenance Services:** means maintenance, support and technical update services relating to the Software and Cloud Services, including, where applicable, corrective maintenance (bug fixing), adaptive maintenance, security updates, patches, upgrades and minor or major releases, as well as any related assistance and support activities necessary to ensure the proper functioning, availability, security and performance of the Software and Cloud Services in accordance with the Contract. Maintenance Services shall be provided in accordance with the Technical Specifications, applicable Service Level Agreements ("SLAs") and the terms and conditions of the Contract.
- **Professional Services:** means professional, technical and advisory services provided by the Supplier through qualified personnel, as described in the Technical Specifications and related contractual documents, including, by way of example and without limitation, analysis, design, implementation, configuration, customization, integration, testing, deployment, project management, training and any other specialist activity necessary for the performance of the Scope of the Contract. Professional Services may be provided on a fixed-price ("turnkey") or task-based basis, as specified in the relevant Technical Specifications, and shall in any event be performed in accordance with the terms of the Contract, any applicable Service Level Agreements ("SLAs") and Good Industry Practice.
- **Scope of the Contract:** the supply, purchase, licensing, provision and/or use of Software, Cloud Services and/or AI Systems and related AI Technologies, as well as the provision of all related services and activities, including, by way of example and without limitation, Maintenance Services, Professional Services and any further activities provided for under the Contract and described in the relevant Technical Specifications.
- **Services:** means all activities, services and services to be provided or performed by the Supplier pursuant to the Contract, as well as any activity, service or performance, even if not expressly specified in the Contract, that is necessary or instrumental to the complete, proper and compliant performance of the Scope of the Contract, in accordance with the Contract and applicable law, including, by way of example and without limitation, Cloud Services, Maintenance Services, Professional Services, and support and assistance services.
- **Service Level Agreement ("SLA"):** means the set of measurable performance targets, service levels and associated evaluation criteria used to objectively assess the quality, availability, performance and compliance of the Scope of the Contract with ENEL's requirements. The applicable service levels, measurement methods, reporting mechanisms and any applicable service credits and/or penalties are set out in the Annex to the Contract entitled "Service Level Agreement and Penalties/Service Credits".
- **Software:** means any program, application, platform, system or software component supplied, licensed, provided or otherwise made accessible by the Supplier under the Contract, including, where applicable, the related documentation, interfaces, modules, components, configurations, updates, upgrades, patches, fixes and releases, as well as any other software element necessary for its operation in accordance with the Contract.
- **Software License:** means the rights to access, use, execute and operate the Software, including any related updates, upgrades, patches, fixes and releases, in accordance with the terms and conditions of the Contract. Where the Software includes or enables the use of AI Systems, AI Models, AI Components or AI Services, such services shall also be governed by the "AI Terms" Annex.
- **Subcontractor:** a legal entity – including its employees and representatives – that has a direct contract with the Supplier for the performance of part of the subject matter of the Contract
- **Subsupplier:** a legal entity – including its employees and representatives – that supplies the Supplier, directly or indirectly, with materials and/or equipment (including parts thereof) necessary for the performance of the Contract.
- **Supplier (or "Provider", "Contractor"):** means the legal entity (or a group of entities, including a Temporary Association of Companies or consortium) that signs the Contract. In the case of a group of suppliers, including a Temporary Association of Companies or consortium, "Supplier" refers to each of its members.
- **Task-Based Professional Services (or Task-Based Services):** Professional Services performed through the execution of specific activities or tasks defined and agreed on a case-by-case basis with the Contract Manager, taking into account their respective nature, scope and level of complexity. For each agreed task, the Supplier shall be responsible for achieving the



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requested results and deliverables within the applicable timelines, irrespective of the effort actually required or personnel employed, and without additional costs arising from any underestimation of the resources required for proper performance.

- **Technical Specifications:** documents approved by ENEL defining and describing the technical requirements that the Supplier shall meet in its Technical Offer.
- **Term:** the term of the Contract as set out in the Order Letter. It being understood that the Contract shall remain in full force and effect until completion of the Scope of the Contract and fulfilment of all obligations of the Supplier, unless the Contract is terminated early.

3 LANGUAGE.

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

4 EXECUTION

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

5 INTERPRETATION AND HIERARCHY

- 5.1 The following contractual documents, considered together constitute the Contract between the Parties:
 1. Order Letter and related annexes;
 2. HSE Terms;
 3. General Contract Conditions of Contract SW Cloud Italia;
 4. Technical and economic documents
(Technical Specification, Service Level Agreement and Penalties/Service Credits).The precedence of the contractual documents shall be determined according to the hierarchy indicated above.
- 5.2 It is understood that, in interpreting the Contract, the Parties undertake to ascertain their mutual intention without limiting themselves to the literal meaning of the expressions used.
- 5.3 Without prejudice to Articles 1418 et seq. of the Italian Civil Code, the invalidity of one or more clauses shall not result in the invalidity of the Contract. The Parties undertake to replace the invalid clause with another that responds as closely as possible to the original intent of the Parties.

6 ECONOMIC CONDITIONS

6.1 Price

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

6.2 Invoicing

- 6.2.1 Before issuing each invoice, the Supplier shall request and obtain the invoicing authorization from ENEL Contract Manager as specified in the Order Letter. ENEL issues the approval after the positive outcome of the assessment of conformity of the Products and Services covered by the Contract with the contractual provisions and the checks required by law or by the Contract.
- 6.2.2 The invoices shall specify the following information:
 - Supplier's details (VAT number, registered and administrative office, tax details in case of lenders, correspondent bank);



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- IBAN code of the Supplier 's current account;
 - BIC code - "Bank Identifier Code" of the Supplier 's Bank;
 - reference to the Contract Code;
 - specification, for each line of the Purchase Order, of the line to which it refers. Each line of the invoice may only refer to one Purchase Order.
- 6.2.3 Invoices may be transmitted through ENEL's electronic systems (ENEL Global Procurement Portal, through which ENEL acts as an intermediary for the Exchange System for Electronic Invoicing) or through the Exchange System (SDI) of the Italian Revenue Agency. ENEL shall act free of charge as an intermediary vis-à-vis the Interchange System (SDI), undertaking to transmit exclusively and solely all invoices received from its Suppliers and not those issued by Suppliers to entities other than ENEL. It is therefore understood that ENEL's commitment to forwarding invoices to the SDI does not automatically imply recognition of the credit due to the Supplier, which remains subject to verification by ENEL. The Invoicing Annex¹ contains the technical details necessary for the correct management of electronic invoicing for ENEL. If an invoice is issued in any other way, it shall be considered not issued, as expressly provided for law.
- 6.2.4 Copy of the invoices must be sent to the addresses provided in the Order Letter.
- 6.2.5 Invoice will be valid and accepted by ENEL if they (i) contain all the data and information required by law and by the Contract, including the number of the Group VAT Number and the Tax Code of the relevant ENEL Company, and (ii) issued after receiving the authorization to invoice from ENEL.
- 6.2.6 From January 2021, the Italian companies of the ENEL Group listed in the "ENEL VAT Group" document available at the following link <https://globalprocurement.ENEL.com/it/documenti/gruppo-iva> are a single and independent VAT taxpayer with a single VAT number., Therefore, the Split Payment VAT Regime does not apply to these companies.
- 6.2.7 Individual invoice may be issued in a single currency.
- 6.3 Invoicing in the case of a Temporary Association of Companies or Ordinary Consortium**
- 6.3.1 Unless the Temporary Association of Companies or the Ordinary Consortium has an independent VAT number, each company in the TAC or Consortium must invoice the fees for its service in order to comply with financial traceability obligations. Invoices issued by individual principals must be received by ENEL duly accompanied by the Agent Company's approval.
- 6.4 Payments**
- 6.4.1 ENEL will pay each invoice by bank transfer with a fixed value date for the beneficiary on the third last working day of the month in which the term of 60-day period from the end of the month following receipt of the invoices expires, provided that ENEL receives the invoices with the identification details of the authorization to invoice (hereinafter "Approval for Invoicing"). Invoicing without the Approval for Invoicing details will be not accepted or taken into account when calculating the date of receipt.
- 6.4.2 The Supplier shall promptly notify ENEL of any changes to its data. Failure to do so or delay in notification shall mean that ENEL is deemed to have fulfilled its payment obligations, and the Supplier shall not be able to raise any objections regarding non-payments or delays in payment.
- 6.4.3 ENEL may withhold or offset advance payment instalments against accrued penalties if, during ongoing audit, the Supplier is found to be in breach of one or more of its obligations.
- 6.4.4 Italian and foreign suppliers registered on the ENEL Global Procurement Portal (<https://globalprocurement.ENEL.com/it>) must enter their IBAN or bank account details in the dedicated section of the WEB EDI platform. Any changes to these details must be communicated exclusively via the same area of the EDI WEB platform.
- 6.4.5 Payment of invoiced amounts shall not imply that ENEL (i) considers the Contract to have been correctly performed by the Supplier, nor (ii) waives its rights or claims against the Supplier. ENEL expressly reserves the right to exercise these rights and claims regardless of any payment made.
- 6.4.6 The Supplier is not permitted to assign collection mandates to third parties, resort to payment delegation, or otherwise dispose of its credit.

7 TAXES

- 7.1 The Parties undertake to carry out all administrative formalities and to deliver all the documents necessary for the regular direct and indirect payment of taxes, in accordance with the procedures provided for by law. The Parties also undertake to

¹ [Link](#)



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collaborate in order to obtain exemptions or other applicable tax benefits relating to the Contract.

- 7.2 If an agreement to avoid double taxation is in force between the Supplier's country of residence and Italy, the Parties undertake to cooperate in order to ensure its correct application.
- 7.3 All taxes, duties and fiscal charges relating to the subject matter of the Contract shall be paid by the Supplier, except those that ENEL is required to pay by law.

8 PERFORMANCE OF THE ACTIVITIES AND PURCHASE ORDERS

- 8.1 Even if finalized and binding on the Parties, the Contract does not alone allow the performance of the contractual activities covered by the Contract. The Supplier will be able to start the contractual activities only after the ENEL business unit that manages the Contract identified in the Order Letter (hereinafter "**Contract Manager**") issues specific purchase orders detailing the Software and Services requested by ENEL (hereinafter "**Purchase Orders**"), followed by the possible signing of the Supplier's order forms (hereinafter "**Order Form**") by the Contract Manager after the finalization of the Contract.
- 8.2 It is understood that the Purchase Orders and/or Order Forms may not contain additional and/or conflicting terms and conditions to those under the Contract. Any such terms and conditions included in the Purchase Orders and/or Order Forms shall have no effect and shall not apply to the Contract, even if they are signed.
- 8.3 For "lump sum" professional services, ENEL may divide any deliverables identified in the Technical Specifications into several Purchase Orders where this is deemed appropriate for the operational and management requirements of the project. In any case, the total value of the Purchase Orders may not exceed the total amount established for the relevant deliverables.
- 8.4 The terms and conditions for performing of the contractual activities (inputs, time constraints, etc.), timing, resources required, and methods of executing each Purchase Order shall be defined by ENEL when assigning the activity, via the assignment notice issued by the Contract Manager and officially sent to the Supplier.
- 8.5 Once completed, the activities shall be delivered by the Supplier to the Contract Manager for acceptance.
- 8.6 The contractual activities shall be deemed to have been completed upon the successful completion of checks carried out by the Contract Manager. In these checks are passed successfully, the Contract Manager shall officially send the Supplier the Approval for Invoicing.
- 8.7 ENEL reserves the right to check the progress of each Purchase Order using methods that will be communicated by ENEL to the Supplier.
- 8.8 If the Supplier is unable to perform the contractual activities within the indicated terms ENEL or the activities performed do not pass the necessary checks and controls, ENEL reserves the right to terminate the Contract and claim damages, without prejudice to the application of the penalties provided and/or Service Credits for in the Contract.

9 ASSIGNMENT OF THE CONTRACT AND ASSIGNMENT OF THE CREDITS.

Assignment of the credits

- 9.1 The Supplier may exclusively assign the credits arising from the Contract to Banks or Financial Intermediaries registered with the bodies specified in Legislative Decree no. 385 of 1 September 1993 (hereinafter referred to as the "**Assignee**"), provide that ENEL has given its written authorization.
- 9.2 Notification to ENEL of the assignment of the receivables deriving from the Contract, together with the new bank details for making payments, must be sent to ENEL by the assigning Supplier and/or the Assignee no later than 30 (thirty) days before the payment deadline of the relevant invoice. In the event of notification by the Assignee, such notification shall also include, as an attachment, the assignment deed bearing the acceptance of the assigning Supplier.
- 9.3 ENEL may refuse payment of the assigned invoice if the Assignee does not meet the requirements set out in this clause, or if the required notification has not been made correctly. As the assigned debtor, ENEL Reserves the right to raise all the objections that would have been raised against the assignor against the Assignee.

Assignment of the Contract

- 9.4 Each Party — provided that it continues to meet the requirements for performing the Contract — may assign the Contract to third parties subject to the prior written consent of the other Party, which may not be unreasonably withheld. The Supplier's assignee may take over the Contract, provided that it undertakes in writing to comply with the terms and conditions of the Contract and meets the qualification requirements for the ENEL Global Procurement Portal.
- 9.5 Without prejudice to the provisions of law, the assignment of the Contract is prohibited without the written consent from the other Party. However, ENEL reserve the right to assign the Contract to companies within ENEL Group and its Affiliate and Investee.



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10 LIMITATION OF LIABILITY, WARRANTIES AND PENALTIES.

10.1 Limitation of Liability

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

10.2 Warranties

- 10.2.1 The Supplier warrants, for the entire Term of the Contract, that the Software and Services covered by the Contract are and shall remain compliant with the terms and requirements set forth in the Contract and fully fit for their intended purpose, and free from errors, defects and/or interruptions. The Supplier further warrants that all activities covered by the Contract shall be performed with the professional standard of care expected from a qualified professional, using the best available techniques, in a workmanlike manner and employing qualified personnel suitable for carrying out such activities.
- 10.2.2 For the entire Term of the Contract, the Supplier undertakes to ensure compliance with the service levels agreed with ENEL and provided for under the Contract (hereinafter, the "**Service Level Agreement**" or "**SLA**") and to make available to ENEL, at any time during the Term of the Contract, all tools, data and/or reports necessary and suitable for measuring, verifying and monitoring the SLAs provided for under the Contract.
- 10.2.3 In the event of non-compliance of the Software and Services with the warranties, requirements and/or SLAs provided for under the Contract, without prejudice to the application of penalties / service credits and any other remedy provided for under the Contract or applicable law, the Supplier shall, without delay and at no additional cost to ENEL and while minimizing the impact on ENEL's activities, remedy such non-compliance and take the appropriate corrective actions by replacing or modifying the non-compliant Software or Service without altering or reducing its functionalities, features and performance as provided for under the Contract. If the correction, replacement or modification of the non-compliant Software and/or Service is not technically feasible, the Supplier shall provide an equivalent alternative solution at no additional cost or, if this is not possible, refund ENEL, on a pro rata basis, the amounts paid for the relevant Software and/or Service, without prejudice to any further right or remedy available to ENEL under the Contract or applicable law, including any applicable penalties and/or service credits.

10.3 Penalties and Service Credits

- 10.3.1 The Supplier's failure to comply with the Contract and the warranty obligations set forth in Article 10.2, the service levels, the performance timelines and any other obligations provided for under the Contract, the Purchase Orders, the Technical Specifications and the "SLA and Penalties" Annex shall entitle ENEL to apply the penalties and/or service credits provided for under the Contract, which shall be collected by ENEL in accordance with the procedures set forth in the Contract and in this Article.
- 10.3.2 The penalties may be collected by ENEL, following written notice to the Supplier, by way of set-off against amounts accrued and payable to the Supplier, withholding from payments due, or by issuing a specific debit note. The penalties shall be paid or set off, as applicable, within 60 (sixty) days from the date of issuance of the relevant invoice by ENEL.



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- 10.3.3 If the aggregate amount of the penalties and service credits applied pursuant to this Contract reaches or exceeds, in aggregate, 10% of the Base Amount of the Contract, as defined in the Order Letter, ENEL shall have the right to terminate the Contract, without prejudice to its right to claim compensation for any greater loss or damage.
- 10.3.4 In the event that any options provided for under the Contract are exercised, for the purposes of calculating the threshold referred to in Article 10.3.3 above, the total value of the Contract shall be increased by the Optional Amount, if any, specified in the Order Letter and actually exercised as of the date on which the penalties and/or service credits are applied.
- 10.3.5 The application of penalties and/or service credits shall not prejudice the application of any other remedies provided for under the Contract in the event of breach or non-conformity, including, where applicable, the correction, replacement or modification of the affected Software and/or Service, the provision of an alternative solution, and the refund of amounts paid by ENEL. ENEL's right to require performance of the contractual obligations, terminate the Contract where the relevant conditions are met, and claim compensation for any further losses or damages suffered shall also remain unaffected.

10.4 Digital accessibility

- 10.4.1 The Supplier guarantees that all websites and/or applications and/or mobile apps covered by the Contract, also provided through the Subcontractors/Subcontractors, comply with the international accessibility standards WCAG current version (Web Content Accessibility Guidelines) created by the World Wide Web Consortium (W3C), with a minimum level of AA.
- 10.4.2 If, during the Term of the Contract, ENEL finds that the subject matter of the Contract does not comply with the aforementioned international accessibility standards, ENEL reserves the right to terminate the Contract and claim compensation for any damage incurred.
- 10.4.3 The Supplier also undertakes to fully indemnify ENEL against any financial penalties that may be imposed due to non-compliance with the aforementioned standards, as well as against all legal expenses and fees incurred by ENEL.

11 WITHDRAWAL AND TERMINATION OF THE CONTRACT

11.1 Withdrawal

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

11.2 Termination

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

11.2.2 Express termination clause

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

- a) breach by the Supplier, its subcontractors and/or any other person involved in performing of the Contract of legal and contractual obligations relating to intellectual property, confidentiality, processing personal data, protection of health and safety protection, and ethical clauses;
- b) verification of omissions, falsehoods, or failure to update information or declarations made by the Supplier relating to the compliance with legal, economic, financial, technical or contractual conditions;
- c) loss, suspension or cessation, even in part, of any general, technical, economic-financial, professional, organizational or eligibility requirements required of the Supplier for the purpose of entering into and/or performing the Contract, as set forth in the Contract, the Technical Specifications, the Supplier's offer, the procurement documentation, where applicable, as well as ENEL's qualification system or supplier register, where applicable;
- d) the Supplier engaging in actions, omissions, conduct or situations that may generate reputational risk for ENEL, or that may otherwise as to compromise ENEL's image and/or the Supplier's reliability with regard to its ability to perform the Contract.

12 FORCE MAJEURE

- 12.1 Supplier may not invoke a Force Majeure Event in the following cases:
- a) delays or an inability to source materials or human resources that were reasonably foreseeable or could have been avoided or corrected in advance;

- b) delays or breaches of Contract by a Subcontractor unless they are a consequence of a Force Majeure Event;
- c) technical, economic or financial difficulties of the Supplier or its Subcontractors.

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

13 LABOUR LAW OBLIGATIONS

- 13.1 The Supplier undertakes, with respect to its employees engaged in the activities covered by the Contract, to:
- apply contractual and remuneration conditions no less favourable than those provided for under the National Collective Labour Agreement (CCNL) entered into by the most representative trade unions and under any applicable territorial and/or company-level supplementary agreements relating to the relevant sector of activity, in force during the period and in the locations where the works are performed;
 - comply with remuneration requirements — including severance pay (TFR) — and ensure the proper calculation and payment of tax withholdings on employment income required under applicable law, the payment of VAT, and the proper fulfilment of insurance, social security, welfare and any other applicable obligations, in accordance with applicable laws, regulations and rules;
 - apply to workers engaged in the performance of the Contract contractual arrangements consistent with the work activities required and actually performed, in accordance with the applicable rules governing such arrangements.
- 13.2 ENEL reserves the right, through its own personnel and/or third parties authorized by ENEL, to carry out any control and monitoring activities through inspections, audits and/or requests for documentation aimed at verifying compliance with the above obligations concerning the regular payment of remuneration and social security contributions, both by the Supplier and by its Subcontractors and Sub-Suppliers. In such cases, the Supplier shall grant ENEL access to its premises and promptly provide the requested documentation.
- 13.3 It is understood that ENEL's failure to request any verification shall in no way constitute a limitation of the Supplier's liability in the event of failure to fulfil its obligations.
- 13.4 In the event of a breach of any such obligations, ENEL reserves the right to terminate the Contract and claim compensation for any damage suffered.

14 INTELLECTUAL PROPERTY

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



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- 14.1.2 If the Supplier needs to use rights licensed by third parties for the purposes of performing the Contract, it guarantees that it has the appropriate title to use such rights. At ENEL's request, the Supplier shall provide ENEL with any information, clarification or explanation, relating to any asset protected by intellectual property rights owned by third parties and used for the performance of the Contract, as well as any other relevant documents or data.
- 14.1.3 The Supplier undertakes to indemnify ENEL and its Affiliates from any action, claim or dispute relating to the infringement of intellectual property rights that may affect the performance of the Contract, or the use of the Software, AI System or Service, brought by third parties, indemnifying them, as well as compensating them for all losses and damages arising from such actions or requests. The Supplier also undertakes to promptly notify ENEL in writing of the existence of any actions or claims, judicial or extrajudicial, brought by third parties regarding alleged infringements of intellectual property rights impacting the performance of the Contract.
- 14.1.4 If judicial or extrajudicial actions or claims relating to intellectual property rights over the Software, the AI System or the Services are brought by third-parties and it became necessary to modify or replace, the subject matter of the Contract, in whole or in part, the Provider undertakes to carry out all activities necessary to ensure equivalent functionality and features to those covered by the Contract, at its own expense and subject to agreement with ENEL.
- 14.1.5 In any case, the provisions of Article 11.2 (a) of these General Conditions shall apply.
- 14.1.6 The Supplier is prohibited from using ENEL's and the ENEL Group's trademarks, logos and/or distinctive signs, as well as from using the name of ENEL or ENEL Group's, even in reference to its status as a supplier under this Contract, without ENEL's prior written authorization.

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

- 14.2.1 In such cases, the provisions of Article 14.1 shall apply, as along with the following.
- 14.2.2 The Parties agree that with reference to all material and information that one Party will share with the other Party for the purpose of performing the Contract (by way of example but not limited to: documents, minutes, products, samples, source codes, technical specifications, know-how, drawings, projects, computer programs and information of any kind, as well as related copies - hereinafter referred to as the "**Contractual Material**") the Party receiving the Contract Material owned by the other Party, unless otherwise provided for under the Contract, shall: (i) not copy, reproduce, process, translate, modify, adapt, develop, decompile, disassemble or reverse engineer the Contractual Material in whole or in part; (ii) not create works, objects, articles, products, samples or technical specifications derived from the Contractual Material; (iii) not use the Contract Material for purpose other than the performance of the Contract; (iv) share the Contractual Material internally only with personnel for whom it is strictly necessary for the purposes of performing of the Contract; (v) ensure that the aforementioned obligations are also complied with by any other persons (natural or legal) involved by it in the performance of the Contract; (vi) not disclose the Contractual Material and shall ensure that their employees do not disclose it to third parties without the prior written consent of the other Party and (vii) keep the Contractual Material confidential pursuant to Article 15 "Confidentiality".
- 14.2.3 Each Party acknowledges and agrees that any intellectual property rights owned by each Party prior to signing the Contract (hereinafter referred to as "**Background IP**") shall remain the property of such Party and the other Party shall not be entitled to claim such rights in any way. Before signing the Contract, each Party shall specify its Background IP relevant to the performance of the Contract in the Annex "Background IP", which forms an integral and substantial part of the Contract. Any new or additional development relating to the Background IP created or performed in the performance of the Contract, as well as all know-how, technology, methodologies, innovations and information resulting from the performance of the Contract and all documentation produced (by way of example but not limited to: manuals, strings or individual pieces of source code and documents containing commercial, technical and/or confidential information), together with the intellectual property rights inherent therein (hereinafter, jointly, "**Foreground IP**"), are the exclusive property of ENEL and are included in the price of the Contract. Prior to final payment of the Contract price, the Parties shall draw up a report certifying and acknowledging the Foreground IP generated in the performance of the Contract.
- 14.2.4 If the Contract originally concerned the cases referred to in Article 14.1 and, during its execution, the Parties find it necessary to carry out the activities referred to in Article 14.2, the Parties acknowledge and accept that the provisions of Article 14.2 shall apply. In this case, the Parties undertake to draw up the Annex referred to in Article 14.2.3 above before sharing the relevant Background IP with the other Party.

15 CONFIDENTIALITY

- 15.1 All information, documents and specific knowledge, in whatever format or medium has been shared, that a Party has made available to the other Party for the purposes of the negotiation and/or performance of the Contract (the "**Confidential Information**"), must only be used for the purpose of the performance of the Contract and is confidential in nature.
- 15.2 Confidential Information includes, but is not limited to, news and information constituting intellectual property rights, discoveries, inventions, developments, technical and technological information, technical documents, know-how, trade and industrial secrets, development or testing activities, computer programs, databases, software (including source codes), data



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and information generated by AI systems, production processes and methods, business models, data, concepts, procedures, drawings, sketches, algorithms, formulas, models, prototypes, business plans, financial data and information, business and marketing plans, commercial analyses, list of customers and information relating to them, information and analysis of competitors and their products, appraisals, technical and/or legal opinions, and the fact of being a contractual partner of ENEL, as well as all information, news and data relating to the Parties.

- 15.3 Confidential Information also includes all information relating to a Party that is made available to the other Party before or during the performance of the Contract, either by the directors, managers or employees of the disclosing Party or its Subcontractors or subsidiaries and their corresponding directors, managers, employees or subcontractors (hereinafter referred to as "Representatives of the Disclosing Party"). Confidential information also includes all information concerning the Representatives of the Disclosing Party.
- 15.4 The following shall not be considered Confidential Information:
- information which the receiving Party can prove was already lawfully known to it prior to the commencement of the performance of the Contract;
 - information that the receiving Party can demonstrate was received from third parties not subject to (or in breach of) a confidentiality agreement, either by law or contract;
 - information disclosed to the receiving Party that, through no fault of the receiving Party, subsequently become generally known or readily accessible to persons within the circles that normally deal with the type of information in question.
- 15.5 Notwithstanding the foregoing, the receiving Party may disclose Confidential Information to comply with a regulatory obligation or a legitimate request from a competent court or public authority, provided however that in such circumstances said Party shall notify the other Party (where legally possible) prior to disclosing such Confidential Information, so that the other Party has the opportunity to defend, limit or protect itself from such disclosure; and, provided further that (i) only the portion of the Confidential Information required to be disclosed shall be disclosed, and (ii) reasonable efforts shall be made to obtain confidential treatment for any Confidential Information so disclosed.
- 15.6 Each of the Parties:
- shall limit the disclosure of Confidential Information exclusively to representatives who have an actual need to know it due to their involvement in the performance of the Contract;
 - shall bind its representatives and guarantee that they act in full compliance with the obligations set out in this clause;
 - shall be liable for any acts or omissions of its representatives that result in a breach of the obligations set out in this clause.
- 15.7 The Party receiving Confidential Information shall manage it accordance with the best international practices to guarantee its confidentiality. Upon expiry of the Contract, the Party receiving Confidential Information shall return all data, documents and information provided by the other Party for the purpose of performing the contractual activities and shall destroy all copies and files in its possession unless it has received contrary written instructions from the other Party. In this regard, the receiving Party shall confirm to the other Party the destruction of such data within a maximum period of 15 (fifteen) calendar days from the request and shall declare in writing it does not to retain documents or other items containing (or relating to) Confidential Information.
- 15.8 Both Parties warrant that Confidential Information will not be disclosed during the performance of the Contract and for a period of 5 (five) years after its the termination, unless a different term is agreed in the Contract or provided for by applicable laws or a competent authority. Without prejudice to the provisions of Article 15.1, in the case of Confidential Information qualified as "strictly confidential" or "trade secret" by ENEL, the confidentiality and non-use obligations set out in this Article 15 "Confidentiality" shall remain valid after termination of the performance of the Contract for any reason (e.g. perfected performance, withdrawal, termination, etc.) indefinitely, until the receiving Party can demonstrate that such "strictly confidential" or "trade secret" information has become generally known or readily accessible to persons dealing with this type of information for reason other than disclosure by the receiving Party.
- 15.9 Both Parties shall agree in writing on the content, means of communication and publication date of all press articles, news and communications of any kind concerning the Contract or any related matters or information.
- 15.10 At any time and upon request by the Party providing the Confidential Information, and provided that this does not hinder the other Part's proper execution of the Contract, the other Party shall return or destroy, or require its representatives to return or destroy, all copies of written Confidential Information in its possession or in the possession of its representatives. Furthermore, the receiving Party shall take all reasonable efforts or require that representatives use reasonable efforts to return or destroy any electronically stored data and confirm its destruction to the Party that provided the Confidential Information within 15 (fifteen) calendar days of the request. The receiving Party shall also declare in writing that it no



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document or other item containing (or relating to) Confidential Information has been retained.

- 15.11 Each Party acknowledges and agrees that the Confidential Information is and remains the exclusive property of the disclosing Party, except for Confidential Information generated in the execution of the activities governed by the Contract and/or constituting ENEL Content, which shall be the exclusive property of ENEL. Unless expressly specified in writing, nothing in this Contract shall be interpreted as granting a license or similar right in relation to patents, copyrights, inventions, trade secrets, trademarks, discoveries or improvements made, or other resources protected by intellectual property rights conceived or acquired before or after the execution of the Contract.

16 CYBER SECURITY

The provisions of the Annex "Cyber Security" shall apply, such Annex constituting an integral and substantial part of these General Conditions of Contract.

17 PROCESSING OF PERSONAL DATA

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

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

17.2 System administrators

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

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

- 17.3.1 In cases where the Supplier must process personal data on behalf of ENEL, with the signing of the Contract and for its entire duration, ENEL, as Data Controller, appoints the Supplier, who accepts, Data Processor for the processing of personal data, pursuant to and for the purposes of Article 28 of the GDPR.
- 17.3.2 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 as Data Processor, which shall be delivered to ENEL, duly completed and signed for acceptance by the principal companies and the executing companies. The agent company or the Consortium undertakes to inform the principal companies and the executing companies of the obligations of this Article.
- 17.3.3 The Supplier undertakes to carry out personal data processing operations in compliance with the obligations imposed by the GDPR and the instructions thereafter issued by ENEL, which will monitor thorough compliance with the above-mentioned instructions.
- 17.3.4 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.

17.4 Duties and instructions

- 17.4.1 Since 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, where ENEL will specify the type of data processed and the categories of Data Subjects;
 - b) must have appointed as "Authorized Persons" its 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. In this regard, the Supplier must ensure that Authorized Persons are committed to confidentiality and are adequately trained on the principles relating to the protection of Personal Data;
 - c) must verify that any Sub Data Processor has also regularly provided his staff with instructions on the correct processing of personal data, appointing them as Authorized Persons;
 - d) in addition, in relation to lett. b) and c), the Supplier, if necessary, will provide the list of Authorized Persons who must be approved to operate directly or indirectly on ENEL's systems. It will be Supplier's responsibility to inform the Data Controller in case of any modification of this list no later than five days from the event, in order to allow the Data Controller to immediately revoke the IT authorizations issued by him;
 - e) 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;
 - f) must implement any other security measures that ENEL deems necessary to adopt, to prevent the violation of personal data;
 - g) will provide all the information necessary for ENEL to guarantee and answer to Data Subjects' request of exercising their rights on personal data;
 - h) 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;
 - i) upon termination of the Contract, the Supplier must return and delete, by giving notice, all the personal data it 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;
 - j) 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;
 - k) ENEL reserves the right to carry out audits and inspections, including through a third party appointed by ENEL;
 - l) 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;
 - m) 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;
 - n) shall inform ENEL in case an AI System processes personal data for the execution of the Contract.
- 17.4.2 The Parties undertake to transfer personal data to a third country or international organization outside the European Union exclusively under the requirements and conditions set forth in Articles 45, 46, 47 and 49 of the GDPR, after proper assessment of the specific circumstances of the transfer carried out by ENEL (DTIA). Should ENEL consider it appropriate as a result of such assessment, the Supplier undertakes to sign the Standard Contractual Clauses, defined by the European Commission decision in force at the time of signing the Contract.
- 17.4.3 It is strictly forbidden for the Supplier to process personal data for purposes other than the execution of the Contract. It is also strictly forbidden, also through an adequate organization of the work of its own collaborators, to carry out massive downloads, copies, visualizations and/or screenshots, photos, videos of personal data, also through the possible use of "RPA - Robotic Process Automation" (or "automata"), unless it is necessary for the execution of the Contract and it was previously authorized by ENEL.
- 17.5 Duration**
- 17.5.1 The aforementioned appointment as Data Processor will be automatically revoked at the end of the contractual relationship or at the time of its termination for any reason, without prejudice to what is indicated in the previous art. 17.4.1, lett. j).
- 17.6 Sub Data Processors**
- 17.6.1 If, for specific processing activities, the Supplier intends to make use of suppliers external to its organization, those must be appointed by the Supplier as sub-processors (hereinafter "Sub-processor" or "Subprocessors"). Sub-Processors must comply with the same obligations that this clause imposes on the Supplier.
- 17.6.2 At the time of signing the Contract, the Sub-Processors reported in the Annex GDPR 2 table are considered authorized. The Supplier declares that these Sub-Processors will process ENEL personal data in countries that are part of the European Union. In case of any processing carried out outside the European Union, Articles 45, 46, 47 and 49 of the GDPR shall be applied,



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after a proper assessment by the Supplier 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.

- 17.6.3 In the event that the Supplier intends to modify the Annex 2 declaration and/or the list of Sub-Processor previously authorized in accordance with art. 17.6.2, it shall promptly inform ENEL in writing, using the address indicated in the Order Letter, sending the new Annex GDPR 2 that will replace the previous one. Any new Sub-processors shall be deemed authorized within 30 days from the date of receipt of such notice by ENEL, unless ENEL notifies its objection to such change within the same period.
- 17.6.4 The Supplier guarantees that the aforementioned appointment will be revoked upon expiry of the contractual relationship between ENEL and the Supplier or at the time of termination for any cause thereof, without prejudice to the provisions of the previous art. 17.4.1, lett. j).

18 CODE OF ETHICS

18.1 General details.

- 18.1.1 In the conduct of its business and in the management of its relationships, ENEL refers to the principles laid down in its Code of Ethics, the Zero Tolerance Plan Against Corruption, the Organizational Model pursuant to Legislative Decree No. 231/2001 and the Human Rights Policy, available at the link: <https://www.ENEL.com/investors/sustainability/strategy-sustainable-progress/sound-governance/basic-principles/model-pursuant-italian-legislative-decree-231-01>
- 18.1.2 ENEL Group adheres to and acts in full compliance with the principles of the Global Compact, which are concerned with the protection of human rights, the protection of workers, the protection of the environment and the fight against corruption in all its forms.
- 18.1.3 The Supplier acknowledges the commitments undertaken by ENEL in the documents specified above, and undertakes to refer, and to ensure that all of its Subcontractors, Subsuppliers, third parties appointed by the Supplier and its entire supply chain refer, to principles similar to those adopted by ENEL under art. 16.1.1 and 16.1.2, in the conduct of their business and in the management of the relationship with third parties.
- 18.1.4 The Supplier undertakes to comply with the principles of the International Labor Organization conventions, as well as with the legal regulations on: the protection of child and women labor; equal treatment; the prohibition of discrimination, abuse and harassment; freedom of association and representation; forced labor; environmental safety and protection; health and hygiene conditions. Furthermore, the Supplier shall ensure that all of its Subcontractors, Subsuppliers, third parties appointed by the Supplier and its entire supply chain comply with the same.
- 18.1.5 The Supplier undertakes to inform ENEL of any situation which, to the best of its knowledge, after due inquiry, including situations related to its Subcontractors, Subsuppliers, third parties appointed by the Supplier and its entire supply chain, may result into a failure to fulfill the principles provided for in this clause 16, as well as the plan to remedy these situations.
- 18.1.6 ENEL reserves the right to carry out any control and monitoring activity (e.g., inspections, audits and/or requests for documentation) to verify the fulfillment of the obligations specified above, both by the Supplier and by any of its Subcontractors, Subsuppliers, third parties appointed by the Supplier and its supply chain. In such cases, the Supplier shall grant ENEL access to its premises and duly provide the requested documents, and the Supplier shall employ its best efforts to ensure that its Subcontractors, Subsuppliers, third parties engaged by the Supplier and its whole supply chain do the same.
- 18.1.7 ENEL shall be entitled to terminate the Contract and to request compensation for further damage, or causes attributable to the Supplier, in cases where it is reasonably and sufficiently certain that the Supplier or its Subcontractors, Sub-suppliers, third parties engaged by the Supplier throughout its supply chain, have violated any of the above principles and obligations.

18.2 Conflict of interests.

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

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

- 18.3.1 Where it is established, by judgment become final, that the Supplier² committed an administrative offense and/or one or more

² The Legal Entity



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of the crimes referred to in Legislative Decree No. 231/2001, ENEL shall be entitled to terminate the Contract with immediate effect, notwithstanding the Supplier's obligation to pay the compensation for the damages suffered by any Company of the Group, including, without limitation, damages arising from the application of sanctions, provided by the aforementioned Decree.

18.4 Health, safety and environment.

- 18.4.1 In ENEL, no work can be done compromising health & safety and/or environment. For this reason, as established in the Stop Work Policy, any risk situation or unsafe behavior shall determine the suspension of works and the restoration of health, safety and/or environmental conditions.
- 18.4.2 ENEL is strongly and constantly engaged in promoting and consolidating a culture of health, safety and environmental protection. Such commitment is further detailed in the "ENEL Group Health and Safety Policy", the "Stop Work Policy" and the "Environmental Policy", available at the following addresses: <https://globalprocurement.ENEL.com/it/documenti> , under the section "Other useful documents" and; <https://globalprocurement.ENEL.com/it/documenti/documenti-salute-e-sicurezza>; <https://www.ENEL.com/it/investitori/sostenibilita> .
- 18.4.3 The Supplier acknowledges ENEL's commitment in promoting and consolidating a culture of health, safety and environmental protection, and undertakes to comply with the same principles and with the provisions of the HSE Terms, when applicable, as well as to ensure that its Subcontractors, Subsuppliers, third parties engaged by the Supplier and its whole supply chain comply therewith.

18.5 Integrity Clause.

- a) The Supplier³ 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 crimes⁴ ;
 - that, to the best of its knowledge, the Supplier is not subject to any criminal investigation in respect of any matter, fact, or unlawful conduct constituting tax crimes, crimes against the public administration and its assets, crimes against property, crimes against the personal freedom or the public order, environmental crimes, organized crime offenses, corporate crimes, crimes related to terrorism of subversion of democracy, occupational health and safety offenses, crimes related to personal data, computer crimes;
 - to acknowledge and agree that - for the purposes of assessing the professional conduct of the Supplier, pursuant to the first and second point of this letter a) - ENEL may independently collect additional information, considering the necessary existence of duties of loyalty for the Supplier. The Supplier undertakes to promptly inform and to provide all the relevant documents to ENEL:
- b) The Supplier undertakes to promptly inform and to provide all the relevant documents to ENEL:
- 1) if the Supplier becomes aware of the opening of any criminal proceedings, referred to in the first paragraph of letter a) above;
 - 2) if the Supplier is involved in criminal investigations, as referred to in the second point of letter a) above.
- ENEL may take into account the aforementioned information, in order to assess the professional conduct of the Supplier.

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

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

18.7 International sanctions.

- 18.7.1 Each Party represents and warrants to the other Party that, to the best of its knowledge, after due inquiry, at the execution date of the Contract, neither such Party nor any of its directors, members of its governing body, shareholders owning at least

³ 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

⁴ For himself and for all the persons indicated in note 4



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a 5% interest in the Party's company or in any company of which such Party owns at least 50 % or is otherwise controlled by such Party, or is under common control by the same parent company, are (i) subject to Sanctions, or (ii) involved in any activity, or have been previously involved in any activity, which may expose them to Sanctions. For the purposes of this section, the term "Sanctions" refers to all the applicable economic or financial sanctions or trade embargos imposed or enforced in accordance with the laws, regulations, executive orders, restrictive measures or other related rules publicly issued or notified by: (i) the United Nations; (ii) the European Union; (iii) the United States government, including those established by the U.S. Department of the Treasury's Office of Foreign Assets Control; (iv) the UK Her Majesty's Treasury.

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

19 GOVERNING LAW AND JURISDICTION

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

20 SOFTWARE LICENSES AND CLOUD SERVICES

20.1 Software Licenses.

- (i) The Software Licenses shall be deemed granted for use by all ENEL Group companies (present and future), wherever located, under the terms and conditions set forth in the Contract.
- (ii) Such Software Licenses shall include: (i) the complete set of electronic manuals for use, installation and technical reference, as well as any other element, documentation, activation key, code, component or information necessary for their proper operation; and (ii) Maintenance, support and technical update Services for the Software products throughout the Term of the Contract, to be provided in accordance with the procedures set forth in the Contract.
- (iii) Such Software Licenses may be installed by ENEL and ENEL Group companies also on "Infrastructure as a Service" (IaaS) or "Platform as a Service" (PaaS) environments made available by third-party ENEL providers, without this resulting in any limitations, additional costs or loss of the warranties and service levels provided for under the Contract, except for any limitations expressly set forth in the Technical Specifications.
- (iv) Software Licenses identified as perpetual shall remain valid after the expiry of the Contract and shall not be subject to any renewal obligation or payment of any additional fees for their use.

20.2 Cloud Services.

- (i) The Cloud Services shall be deemed granted for access by all ENEL Group companies (present and future), wherever located, in accordance with the metrics and conditions set forth in the Contract.
- (ii) Such Cloud Services shall include, at no additional cost to ENEL: (i) periodic reports, dashboards and/or monitoring tools relating to the use of the aforementioned Cloud Services; (ii) maintenance of the platform; (iii) all upgrades, updates and patches necessary to ensure the security, business continuity and compliance of the platform with the Technical Specifications; and (iv) any other activity, component or service necessary for the full and proper provision of the Cloud Services, as provided for under the Contract.
- (iii) The Supplier warrants, throughout the Term of the Contract, the availability, continuity, security and proper functioning of the Cloud Services in accordance with the service levels and any other requirements set forth in the Contract and the



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Technical Specifications.

- 20.3 The Supplier declares and guarantees, for all legal purposes and in favor of ENEL, that the Software/Cloud Services are Generally Available Software / Cloud Services and free from third party claims of any kind, and that the Supplier has the full right to dispose of them.
- 20.4 ENEL may, at any time and including via the periodic report, the dashboard and/or the monitoring tool made available by the Supplier, verify the correspondence between the Software and Cloud Services provided by the Supplier and those specified in the Contract.
- 20.5 ENEL is entitled to install and use the Software Licenses and access the Cloud Services on any computing system and in any place of interest to the ENEL Group. ENEL remains responsible to the Supplier for any violations of the Software Licenses and Cloud Services terms by ENEL Group Companies.
- 20.6 ENEL is entitled to extend the use of Software Licenses and access to Cloud Services to its third-party suppliers, only for purposes related to activities that are instrumental to the business of the ENEL Group.
- 20.7 ENEL may, by giving notice to the Supplier, extend the use of Software Licenses and access to Cloud Services for a maximum period up to the Term of the Contract ("**Transitional Period**") and under the same conditions under the Contract: (i) transfer ownership of the perpetual Software Licenses; and/or (ii) continue to provide services based on the Software Licenses and Cloud Services; and/or (iii) extend the use of Software Licenses and access to Cloud Services to the ENEL Group Affiliates, Investee and/or Divested.
- 20.8 ENEL Content may be stored/archived exclusively in technological infrastructures (Data Centers) authorized by ENEL and located within the territory of the European Union. ENEL Content saved on suitable media within the Supplier's systems, upon ENEL's express authorization, may be stored and exchanged exclusively within and/or through infrastructures located within the territory of the European Union.
- 20.9 For the entire Term of the Contract, the Provider shall not reduce the overall security measures of the Cloud Services, which shall always be adequate pursuant to Article 32 of the GDPR. Any provision to the contrary contained in the Supplier's documents shall be ineffective.
- 20.10 All logs generated or stored by the Supplier in compliance with the Contract are subject to the following provisions:
- all logs collected in accordance legal requirements and/or applicable regulations and/or ordinances shall be retained for the minimum period required by law, or for the time specified in the Contract if different or expressly indicated. Upon ENEL's request of ENEL, they shall be made available to ENEL;
 - all logs whose storage is neither required by law nor governed by the Contract, but which the Supplier deems useful or necessary for providing the Services, must be reported to ENEL by the Supplier, who must expressly authorize their storage; such logs must be retained by the Supplier for the shortest possible period necessary for their intended purpose and made available to ENEL upon request.
- 20.11 **Use of ENEL Software Components**
- 20.11.1 The Parties agree that in if ENEL makes software environments under its ownership and control ("**ENEL Network**") available to the Supplier, either wholly or in part, solely for the purpose of enabling the Supplier to perform the services provided for in the Contract, the provisions of this clause shall apply.
- 20.11.2 ENEL will grant the Supplier access to the ENEL Network exclusively for executing the activities established by the Contract, limited to the digital components contained within it ("**Software Components**"), which are installed on hardware platforms owned and/or exclusively controlled by ENEL (e.g. servers, hosts, etc.).
- 20.11.3 Any software and/or hardware installation required by the Supplier to connect to, access and/or operate within the ENEL Network must be obtained and performed by the Supplier at its own expense and risk.
- 20.11.4 Access to and use of the ENEL Network by the Supplier for the above purposes is carried out exclusively in ENEL's interest and is therefore granted free of charge, with no obligation for the Supplier to pay ENEL any fees and/or royalties during the Term of the Contract. Access to the ENEL Network and Software Components is granted on a non-exclusive, non-transferable and non-assignable basis to third parties, on a temporary and limited basis, and excludes any rights not expressly indicated in this clause.
- 20.11.5 Regarding the Supplier's use of the Software Components, the Parties agree as follows:
- ENEL is the exclusive holder of the licenses for use of the Software Components installed and made available within the ENEL Network;

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

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

20.11.7 The Supplier undertakes in any case to:

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

21 ARTIFICIAL INTELLIGENCE SYSTEMS

The provisions of the Annex "AI Terms" shall apply, such Annex constituting an integral and substantial part of these General Conditions.

22 ENEL'S RIGHT OF AUDIT

- 22.1 ENEL reserves the right to carry out all necessary audit to ensure the Contract is being executed properly, by giving the Supplier 30 (thirty) days' written notice. The Supplier undertakes to respond within the timeframes and in the manner established by ENEL in the aforementioned notice, as well as during the performance of the audit activities.
- 22.2 The Supplier shall cooperate fully with any audit or other type of inspection carried out by or on behalf of ENEL to assess the compliance with the Contract. This includes promptly providing all the information requested by ENEL, making the Supplier's personnel available for interviews and granting access to the Supplier's premises.
- 22.3 ENEL will prepare a report outlining the conclusions of the audit. The report ENEL will record the extent to which the Supplier complies with the obligations arising from applicable laws and the Contract. If ENEL ascertains that the Supplier is not



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complying with the Contract or applicable laws, the Supplier shall remedy the identified deficiencies within the deadline set by ENEL in the report. If the Supplier fails to remedy the deficiencies ENEL within this deadline, they shall be considered in breach of Contract.

- 22.4 ENEL has the right to carry out to carry out audit per calendar year. Under no circumstance shall the Supplier have the right to suspend its obligations under the Contract.
- 22.5 The Supplier shall provide ENEL with a copy of the compliance certificates of its Cloud Services, including SOC1 type II and SOC2 type II reports. If ENEL, for any purpose, requires such certificates when they have not yet been prepared, the Supplier shall issue a "Bridge letter" ensuring the effectiveness of the environment of the internal controls, in relation to the contractual Cloud Services, for the period between the last valid issue of SOC1 and SOC2 reports and the date of request of the reports.
- 22.6 With express reference to the audits and inspections referred to in paragraph 17.4 (k) ENEL may also carry out an audit activity, with respect to the Data Processor in order to verify compliance with the contractual provisions relating to the appointment as Data Processor on behalf of ENEL referred to in Article 17 ("Processing of Personal Data").
- 22.7 The Data Protection Audit may also be conducted by an independent third-party auditing firm appointed by ENEL in compliance with confidentiality and privacy obligations. The Data Protection Audit may be conducted on an annual basis unless it is necessary to follow up on specific requests from the competent Authority. In the latter case the costs will be shared equally between the parties.
- 22.8 Prior to the commencement of the Data Protection Audit, ENEL will submit to the Data Processor a plan containing the scope, duration and start date, at least two weeks in advance of the proposed date for the commencement of the Data Protection Audit.

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.

23 SURVIVAL

The termination or expiry of the Contract, for any reason whatsoever, shall not affect the effectiveness of those provisions which, by their nature or by express provision, are intended to produce effects following the termination or expiry of the Contract, including, by way of example, provisions concerning intellectual property, confidentiality, cybersecurity, personal data protection, limitation of liability, ENEL's audit rights, applicable law and jurisdiction, as well as obligations and liabilities accrued as of the date of termination or expiry of the Contract.



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GDPR ANNEXES

ANNEX 1 GDPR

Description of the processing of personal data

With reference to the appointment of the Supplier as Data Processor, with this Annex it is intended to specify that the processing will involve the following types of data and categories of data subjects.

A. Categories of Personal Data

- Biographical data⁵ ☐
- Special categories of personal data⁶ ☐
- Judicial data ☐
- Economic and financial personal data⁷ ☐
- Data relating to contracts with customers⁸ ☐
- Contact data and/or access data⁹ ☐
- Profiling data ☐
- Data relating to identification / recognition documents¹⁰ ☐
- Geolocation data ☐
- Images, voices, videos ☐
- Categories of personal data (free text) ☐

Does the Agreement provide that the Processor processes personal data for which Enel acts as Data Controller on its own systems (platforms, applications, electronic archives, etc.)?

☐ No

☐ Yes. In such case, the retention period shall be as indicated below:

.....

B. Categories of Data Subjects

- Business partner ☐
- Suppliers ☐
- Client, prospect ☐
- Other external subjects ☐
- Underage ☐
- Enel employees ☐
- Members of corporate bodies ☐
- Shareholders ☐
- Other categories of data subjects (free text) ☐

⁵ For example: name, surname, sex, date of birth, place of birth, social security number, other

⁶ For example: political views, religion, racial origin, health, sexual orientation, other

⁷ For example: bank account number, credit card, other ...

⁸ For example: POD- PDR-

⁹ For example: postal or e-mail address, mobile landline number

¹⁰ For example: identity card, passport, driving license, CNS, other ...



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ANNEX 2 GDPR

Self-declaration of Sub-processors

Dear ENEL,

The undersigned (surname) and (name)
born in(.....) on
resident in (.....) (street/square) no.
as Legal Representative of the Company/Enterprise
with registered office in (.....) (street/square) no.
Tax Code VAT No.
with reference 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

☐ **Not to make use of any Sub-processors for the activities related to the Contract.**

Should the Data Processor, after the signing of the Contract, intend to make use of Sub-processors, it undertakes to promptly inform ENEL at the address indicated in the Order Letter, resubmitting this Annex duly completed, which shall replace the previous version.

☐ **To make use, for the activities related to the Contract, of the Sub-processors listed below, which shall be deemed authorized at the signing of the Contract.**

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 ¹¹

Should the Data Processor intend to amend the list of authorized Sub-processors, it undertakes to communicate again to ENEL, at the address indicated in the Order Letter, this amended Annex, which shall replace the previous one.

With reference to the Sub-processors listed above, in cases where an international transfer of personal data takes place, and where the appropriate safeguard for such transfer consists of the Standard Contractual Clauses, the Data Processor declares:

- to have carried out a prior Data Transfer Impact Assessment ("DTIA") in relation to the transfer of personal data underlying the Contract and to take all necessary additional security measures where required;
- to have signed the Standard Contractual Clauses with the Sub-Contractors;
- 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;
- to make available a copy of the signed SCCs and of the DTIA carried out, upon ENEL's simple request.

Date
.....

Signature of the Data Processor

¹¹ To be specified only in the event of a transfer of personal data to non-EU/EEA countries; otherwise, N/A



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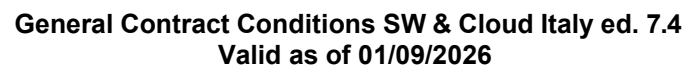
ANNEX BACKGROUND IP

TYPES OF INTELLECTUAL PROPERTY																									
ITEMS		SHORT DESCRIPTION	PATENTS OR UTILITY MODELS GRANTED / PENDING						DESIGN GRANTED / PENDING						TRADEMARKS GRANTED / PENDING						COPYRIGHT			TRADE SECRET	
			Application number	Granting number	Granting date	Expiration date	Designated Countries	Owner	Application number	Registration number	Registration date	Expiration date	Designated Countries	Owner	Application number	Registration number	Registration date	Expiration date	Designated Countries	Owner	Creation date	Filing date in SI AE	Owner	Creation date	Owner
Inventions	Products																								
	Processes																								
	New uses																								
Software	IAAS																								
	PAAS																								
	SAAS																								
	COTS																								
	OPEN SW																								
Interfaces																									
Data structured datasets																									
Publications	Articles																								



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	Guide																								
	Manu als																								
Logos and distinctive signs																									
Industrial designs																									
Documents protected by blockchain technology																									
Knowledge and information about innovative products and/or production processes (e.g.: design, study, development, etc.)																									
Documentation and information regarding inventions (e.g., patent applications and related drafts, designs, preparatory documents, etc.) that ENEL is patenting or has patented, in case the related patent application has not yet been publicly disclosed																									

25

[illegible]



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Business strategies, business and marketing plans, other statistical data that are relevant for the business; development and customer management strategies; business analyses and market researches																							
Documentation regarding technical and economic offers in public and private tenders, when not yet publicly available																							
Ideas of advertising and new trademarks not yet or registered or used in the market																							
Prices, features, concepts, prototypes and layouts of new products or services not yet launched on the market																							



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Internal organizational procedures, corporate operational processes and protocols, including flow charts																									
Other - specify																									
Interfaces																									
Data in structured datasets																									
Publications	Articles																								
	Guides																								
	Manuals																								
Logos and distinctive signs																									
Industrial designs																									
Documents protected by blockchain technology																									



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Knowledge and information about innovative products and/or production processes (e.g.: design, study, development, etc.)																								
Documentation and information regarding inventions (e.g., patent applications and related drafts, designs, preparatory documents, etc.) that ENEL is patenting or has patented, in case the related patent application has not yet been publicly disclosed																								
Sources of supply, including supplier data and selection methods																								
Algorithms and formulas																								
Results of activities of R&D																								



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New methodologies for testing plants, equipment, machines and products																									
Data about tests and/or the functioning of plants, equipment, machines and products																									
Means and costs of production, sales information																									



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Databases containing confidential information about clients and their technical or commercial profile (personal/company data joint with preferences about products and services and/or technical specifications of the related sites/venues/plants and/or paid prices, other economic conditions, financial data and credit rating, etc.)																									
Financial information on customers, suppliers and competitors																									

[illegible]



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Business strategies, business and marketing plans, other statistical data that are relevant for the business; development and customer management strategies; business analyses and market researches																							
Documentation regarding technical and economic offers in public and private tenders, when not yet publicly available																							
Ideas of advertising and new trademarks not yet or registered or used in the market																							
Prices, features, concepts, prototypes and layouts of new products or not yet launched on the market																							



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Internal organizational procedures, corporate operational processes and protocols, including flow charts																									
Other - specify																									

TYPES OF INTELLECTUAL PROPERTY

(<https://www.wipo.int/about-ip/en/>)

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



ANNEX CYBER SECURITY



ANNEX A1 TERMS