



AI TERMS

(Integral and Substantial Part of the General Contract Conditions for Software & Cloud Italy Ed. 7.4)

1. RECITALS AND SCOPE OF APPLICATION

- 1.1. These AI Terms (the “**AI Terms**”) constitute an integral and substantial part of the General Conditions of Contract for Software & Cloud Italy Ed. 7.4 (the “**General Conditions**”) and govern any use, provision, development, customization, configuration, training, fine-tuning, maintenance, management, integration, operation, support, hosting, as well as any other activity connected with or relating to AI Technologies carried out by the Supplier in the performance of the Contract, irrespective of the ownership, source or manner in which the technology is made available.
- 1.2. The provisions of these AI Terms shall also apply where functionalities based on Artificial Intelligence techniques are incorporated, even partially, into tools, services or technological solutions used in the performance of the contractual services, including where such functionalities do not constitute the principal subject matter of the services or are used by the Supplier solely as internal support tools for the performance of its activities. AI Technologies used by the Supplier for activities preparatory, ancillary or instrumental to the performance of the Contract shall also fall within the scope of these AI Terms where such activities may affect ENEL Data, AI Outputs, the contractual services or ENEL's interests.
- 1.3. For the purposes of these AI Terms, the scope of application shall include all AI Technologies, irrespective of their technical, commercial or contractual classification and whether they are used as the principal subject matter, as an ancillary component of the contractual services or merely as underlying technological infrastructure, cloud service, model, software agent or other functional component used in the performance of the Contract.
- 1.4. **Section I** shall apply to all Contracts under which the Supplier uses, directly or indirectly, AI Technologies in the performance of its services, irrespective of the entity that developed, supplied or made such AI Technologies available and of the technical, commercial or contractual manner of their use, including where such AI Technologies are used exclusively in support of the Supplier's internal organization and are not made directly available to ENEL.
- 1.5. **Section II** shall apply to Contracts concerning the supply, licensing, making available, maintenance, management, hosting or support of AI Technologies intended to be used by ENEL, including AI Systems, AI Components and AI Services, as well as, more generally, AI Technologies intended to be used in the course of ENEL's activities or integrated into ENEL's systems, processes or technological infrastructure.
- 1.6. **Section III** shall apply to Contracts concerning the development, design, customization, configuration, training, fine-tuning, evolution or implementation of AI Systems, AI Components or other AI Technologies intended to be integrated into or used by ENEL.
- 1.7. Where the same situation is governed by more than one provision of these AI Terms, such provisions shall apply concurrently, provided that, in the event of any conflict, the more specific provision shall prevail or, failing that, the provision ensuring the highest level of protection for ENEL shall prevail, unless otherwise expressly provided for in these AI Terms.
- 1.8. In the event of any conflict between these AI Terms and the General Conditions, the Technical Specifications or any other contractual document, the provisions of these AI Terms shall prevail solely with respect to matters governed by AI Technologies and the related activities of use, supply, development, management or support, unless otherwise expressly provided.

2. DEFINITIONS

For the purposes of these AI Terms, in addition to the definitions set out in the General Conditions, the following additional definitions shall apply:

Artificial Intelligence Components (AI Components): any technological, software, hardware or functional component that incorporates, uses, supports or enables, even partially, functionalities based on Artificial Intelligence techniques and that is used, supplied, developed,



configured, customized, integrated, managed or made available in the performance of the Contract, irrespective of whether it independently qualifies as an AI System under applicable law. This definition includes, by way of example and without limitation, software components, models, agents, processing, integration or support tools, as well as any other technological element, including third-party elements, necessary or functional for the development, operation, integration, maintenance or evolution of an AI System or other AI Technology.

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

The following shall be included in ENEL Data: (i) ENEL Content and Contract Material, as defined in the 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: (a) Input Data used in AI Systems, AI Components or other AI Technologies, to the extent attributable to ENEL or incorporating, containing, referring to or deriving from ENEL Data; (b) AI Outputs generated in the performance of the Contract; (c) ENEL Data Sets; and (d) any copy, extract, transformation, summary, aggregation, classification, enrichment, combination, processing or other derivative representation of ENEL Data obtained, including through AI Systems, AI Components or other AI Technologies.

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 carried out, including through AI Technologies.

Qualification as ENEL Data shall not depend on the qualification of the same data as ENEL Content, Contract Material, Input Data or ENEL Data Set under the General Conditions or these AI Terms, 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.

Input Data: any data, information, document, content, instruction, command, configuration, prompt, query, parameter, conversational context, file, attachment, message, metadata, example, template, workflow or other element entered, transmitted, referenced or otherwise used, directly or indirectly, as input to an AI System, AI Component or other AI Technology in the performance of the Contract. Elements automatically generated or acquired by the AI Technology during interaction with the user shall also be deemed Input Data, including conversation context, temporary memories, system instructions, dynamic configurations and any other element used for the purposes of generating AI Outputs. Where Input Data is supplied by ENEL or contains, incorporates, refers to, derives from or enables the reconstruction of ENEL Data, such Input Data shall be deemed ENEL Data.

Delivery: a formal communication whereby the Supplier certifies to ENEL the completion of the development, configuration, customization or implementation activities relating to an AI System, AI Component or other AI Technology covered by the Contract and the availability thereof for the checks, tests or acceptance activities provided for under the Contract, provided that Delivery shall not constitute acceptance, testing, taking-over or any waiver by ENEL of its right to assert any non-conformity, defect or breach.

Artificial Intelligence Technical Documentation (AI Technical Documentation): all technical, functional and, where applicable, regulatory documentation relating to the AI System, AI Components or other AI Technologies covered by the Contract, including all documentation necessary to enable ENEL, directly or through persons appointed by it, to use, manage, verify, audit, maintain, evolve and, where applicable, migrate the AI System, AI Component or other AI Technology, as well as to verify and demonstrate, where required, compliance thereof with the contractual requirements and applicable law and to comply with its obligations towards the competent Authorities.

The AI Technical Documentation shall include, where applicable, documentation relating to the architecture, operating methods, data used, Data Sets, models, parameters, configurations, security measures, tests, checks and validations carried out on the AI System, AI Component



or other AI Technology, as well as any further information, document or technical element reasonably necessary to enable its use, management, verification, maintenance, evolution, integration and migration.

The AI Technical Documentation shall be complete, up to date, accurate, consistent with the AI System, AI Component or other AI Technology actually delivered and sufficient to enable ENEL, or persons appointed by it, to use, manage, maintain, verify, evolve, integrate, migrate or replace the AI Technology without depending on the Supplier, except to the extent strictly necessary due to the nature of the services contractually entrusted to the Supplier.

Artificial Intelligence Output (AI Output): any data, information, content, result, processing or other element generated, produced or processed, directly or indirectly, in whole or in part, through an AI System, AI Component or other AI Technology in the performance of the Contract, irrespective of the form or format thereof or of the entity that developed, supplied or managed the relevant AI System, AI Component or other AI Technology. AI Outputs shall also include intermediate results, partial processing, classifications, recommendations, predictions, analyses or other results generated during the operation of the AI System, AI Component or other AI Technology.

Artificial Intelligence Provider (AI Provider): any public or private entity that develops, makes available, licenses, distributes, controls, hosts, manages, supplies or otherwise provides access to an AI System, AI Component, AI Service, AI model or other AI Technology used by the Supplier in the performance of the Contract, including through cloud platforms, managed services or other delivery methods, or that enables access to the relevant functionalities. The designation as an AI Provider shall be relevant solely for the purpose of identifying the entity making the relevant AI Technology available and shall not, in itself, entail any limitation of the Supplier's liability towards ENEL. Where the same entity also participates, directly or indirectly, in the performance of the contractual services entrusted to the Supplier, the provisions of the Contract concerning Sub-Suppliers and Subcontractors shall also apply.

Artificial Intelligence Services (AI Services): any service, functionality or technological solution that uses, incorporates, makes available or enables the use of one or more AI Systems, AI Components or other AI Technologies, irrespective of the delivery method, licensing model or technology used, including where such functionalities constitute only part of a broader digital service.

Data Set: any organized collection of data, information, content, documents, examples, metadata, annotations, labels, knowledge bases, document repositories, vector indexes or other informational elements used, even partially, for the development, training, fine-tuning, validation, testing, operation, monitoring, maintenance, evolution or verification of an AI System, AI Component or other AI Technology in the performance of the Contract, irrespective of its format, structure, origin or processing method. Synthetic datasets, derived datasets, annotated datasets, knowledge bases and any other collection of data functionally used throughout the lifecycle of AI Technologies shall also be included in this definition.

Supplier Data Sets and/or Third-Party Data Sets: Data Sets, or portions thereof, other than ENEL Data Sets, held by the Supplier or third parties and used by the Supplier in the performance of the Contract.

ENEL Data Set: any Data Set established or populated, updated or maintained, even partially, with ENEL Data or generated, developed, processed, enriched or derived, directly or indirectly, through the use of ENEL Data in the performance of the Contract. ENEL Data Sets constitute a category of ENEL Data for the purposes of these AI Terms and shall be subject to the relevant protection regime, without prejudice to the provisions specifically applicable under these AI Terms to their use, processing and management in the development, configuration or evolution of AI Systems. ENEL Data Sets shall retain such qualification even where they are transformed, processed, anonymized, pseudonymized, aggregated, combined or integrated with other data, to the extent that they contain or derive, even partially, from ENEL Data.

Artificial Intelligence System (AI System): any artificial intelligence system within the meaning of applicable law that is used, developed, supplied, configured, customized, integrated, managed, hosted or otherwise made available in the performance of the Contract, including the relevant AI models, AI Components, configurations, customizations, updates, evolutions, new versions and any other element necessary for its operation.

Artificial Intelligence Technologies (AI Technologies): the set of AI Systems, AI models, AI Components and AI Services, as well as any other technological solution incorporating, using or making available functionalities based on Artificial Intelligence techniques, governed by these AI Terms, irrespective of the technical, commercial or contractual manner in which they are developed, supplied, licensed or made available in the performance of the Contract.



3. GENERAL PRINCIPLES

3.1. Regulatory compliance

- 3.1.1.** The Supplier represents and warrants that all AI Technologies, including, where applicable, AI Systems, AI Components, AI Services, AI models, Data Sets and further technological components based on Artificial Intelligence techniques, which are used, supplied, developed, configured, integrated, managed, hosted or otherwise made available in the performance of the Contract are and shall remain, throughout the term of the Contract, compliant with applicable law, the Technical Specifications, these AI Terms and the instructions issued by ENEL.
- 3.1.2.** The Supplier undertakes to promptly adapt the AI Technologies and the related methods of development, design, configuration, supply, use, management and maintenance, to the extent within its responsibility, to any amendment to applicable law or to the technical requirements applicable thereto, at no additional cost to ENEL, ensuring that their use does not result in any breach of regulatory, statutory or contractual obligations applicable to ENEL. Where such adaptation requires modifications to the AI Technology covered by the Contract or to the manner in which the Contract is performed, the Supplier shall make such modifications promptly, at its own cost and without additional charges to ENEL, ensuring continuity of the contractual services and without prejudice to the compliance or security of the AI Technology or ENEL Data.

3.2. Supplier liability

- 3.2.1.** Without prejudice to the provisions of the Contract and the General Conditions, the Supplier shall remain solely and exclusively responsible for the performance of the contractual services and compliance with the obligations set out in these AI Terms, irrespective of whether the Contract concerns the use, supply, maintenance, licensing, customization or development of AI Technologies or whether such AI Technologies constitute an integral, ancillary or instrumental part of the contractual services.
- 3.2.2.** The use, supply or reliance upon AI Technologies shall constitute solely a technical, organizational or operational means of performing the contractual obligations and shall in no way limit, mitigate, suspend or otherwise modify the obligations, liabilities and warranties assumed by the Supplier towards ENEL under the Contract, the General Conditions and these AI Terms, nor shall it entail any allocation of contractual risks to ENEL.
- 3.2.3.** The Supplier shall also be liable, as for its own acts and omissions, for the acts and omissions of its employees, collaborators, consultants, Subcontractors, Sub-Suppliers, AI Providers and any other person upon whom it relies, directly or indirectly, in the performance of the Contract, and shall remain responsible for compliance with the obligations set out in the Contract and these AI Terms even where the AI Technologies are developed, supplied, hosted, managed or made available by third parties, including where such third parties have been indicated, recommended, approved or authorized by ENEL.
- 3.2.4.** In the activities governed by Sections I and III of these AI Terms, the Supplier shall in any event remain responsible for the AI Outputs, decisions, processing and any other result produced through AI Technologies used, developed, configured, customized, integrated or managed by the Supplier in the performance of the Contract, as if they had been directly produced by its personnel, and shall not invoke the operation, technical autonomy, characteristics or any limitations of such AI Technologies as grounds for excluding or limiting its liability.
- 3.2.5.** In the activities governed by Section II of these AI Terms, the Supplier warrants that the AI Technologies supplied, licensed, made available, managed or supported shall comply with the Contract, the Technical Specifications, these AI Terms and applicable law, as well as with the characteristics, functionalities, service levels and requirements stated or agreed with ENEL.

3.3. AI Providers and Third-Party AI Technologies

- 3.3.1.** Where the Supplier uses, supplies, integrates or otherwise relies, directly or indirectly, on AI Technologies developed, managed, hosted or made available by AI Providers or other third parties, the Supplier shall remain fully liable towards ENEL and warrants that such AI Technologies comply with the Contract, the Technical Specifications, these AI Terms and applicable law.
- 3.3.2.** Prior to use and thereafter on a periodic basis, the Supplier shall conduct appropriate technical, legal, organizational, cybersecurity, business continuity and resilience due diligence aimed at verifying the reliability and, where reasonably assessable, the soundness of the AI Provider, compliance with applicable law, service continuity and resilience, protection of ENEL Data, information security,



compatibility of the contractual and licensing terms with applicable law and with the obligations assumed towards ENEL, as well as the absence of technical, contractual or other limitations capable of compromising or restricting ENEL's full use of the contractual services.

- 3.3.3.** Without prejudice to the provisions of the Contract and the General Conditions concerning personal data protection and cybersecurity, the Supplier shall promptly inform ENEL of any material change concerning the AI Provider, the AI model, the AI Technology used or the conditions of use that may affect the performance of the Contract, security, service availability, protection of ENEL Data or any other requirement under Section 3.3.2 above, as well as of any event that may reasonably result in an increase in the risks associated with the use of AI Technologies under the Contract.
- 3.3.4.** Where the requirements set out in the preceding paragraphs are no longer satisfied or circumstances arise that may compromise them, the Supplier shall, without delay and at its own cost and without additional charges to ENEL, adopt all measures necessary and appropriate to eliminate or mitigate the relevant risks, including, where necessary, replacement of the AI Provider or the AI Technology used, ensuring continuity of the contractual services and compliance thereof with applicable law and the Contract.
- 3.3.5.** Upon ENEL's request, the Supplier shall promptly make available documentation evidencing the due diligence and monitoring activities carried out pursuant to this Article, as well as any further information and documentation reasonably necessary to enable ENEL to verify the compliance of the AI Technologies used in the performance of the Contract, the continued satisfaction of the requirements set out in these AI Terms and the appropriate management of the related risks, subject to confidentiality obligations towards third parties. The Supplier may not invoke against ENEL any contractual limitations agreed with the AI Provider, unless such limitations arise from mandatory provisions of law.

3.4. Principles governing the use of AI Technologies

- 3.4.1.** The Supplier warrants that AI Technologies used, supplied, developed, configured, integrated, managed, hosted or otherwise made available in the performance of the Contract are designed, configured, deployed and managed in accordance with the principles of lawfulness, fairness, transparency, security, reliability, robustness, proportionality, human oversight and non-discrimination, taking into account the nature, purposes and context of use of such AI Technologies.
- 3.4.2.** The Supplier shall adopt all technical, organizational and procedural measures reasonably necessary to prevent or mitigate risks arising from the use or operation of AI Technologies, including, by way of example, inaccurate, misleading, discriminatory, unreliable or otherwise non-compliant results or results incompatible with the Contract, the Technical Specifications, the instructions issued by ENEL or applicable law.
- 3.4.3.** Where the Contract concerns the supply, licensing, making available or management of AI Technologies intended for use by ENEL, the Supplier warrants that such AI Technologies are developed, configured and made available in a manner enabling use consistent with the foregoing principles and shall make available to ENEL the information, documentation and tools necessary for appropriate management of the related risks.
- 3.4.4.** The Supplier further warrants that the AI Technologies are configured, managed and used so as to minimize risks to ENEL, data subjects and the proper performance of the Contract.

3.5. Protection of ENEL Data

- 3.5.1.** All rights, including intellectual property rights and any other rights of economic exploitation, relating to ENEL Data shall belong exclusively to ENEL. The Supplier shall acquire no right, title or interest in ENEL Data, except for the limited, non-exclusive, non-transferable right strictly necessary for the performance of the activities contemplated by the Contract, to be exercised solely in compliance with the Contract and the purposes, methods and instructions issued by ENEL.
- 3.5.2.** ENEL Data may be used solely to the extent strictly necessary for the performance of the Contract and exclusively for the purposes authorized by ENEL and in accordance with the methods, timing, technological environments and security measures previously authorized or otherwise consistent with the instructions issued by ENEL.
- 3.5.3.** The Supplier, its employees, collaborators, consultants, Sub-Suppliers, Subcontractors, AI Providers and any other party involved in the performance of the Contract are prohibited from using, directly or indirectly, ENEL Data for: (a) training, fine-tuning, validation,



testing, optimization or improvement of their own or third-party AI Systems, AI models, AI Components or other AI Technologies; (b) developing, improving, marketing, supplying or making available products, services or technological solutions intended for entities other than ENEL; (c) creating, feeding or enriching datasets, Data Sets, knowledge bases, prompt libraries, archives, repositories, models, intelligent agents or other technological tools intended for purposes other than the performance of the Contract; (d) benchmarking, comparative analysis, performance assessment, research, development, experimentation, profiling or commercial reuse not expressly authorized by ENEL; (e) any other purpose different from or incompatible with the performance of the Contract.

3.5.4. Prohibition on training. The Supplier, its employees, collaborators, consultants, Subcontractors, Sub-Suppliers, AI Providers and any other party involved in the performance of the Contract are prohibited from using, directly or indirectly, ENEL Data or any other data, information or content supplied by ENEL for the training, fine-tuning, optimization or improvement of AI models, whether proprietary or third-party, including models made available by the AI Provider or other third parties. The same prohibition shall apply to any activity involving the making available of the foregoing data to third parties for the same purposes, irrespective of whether such activity is carried out by the Supplier, the AI Provider or any other entity within the relevant technology chain. This prohibition shall also apply to temporarily stored data, logs, prompts, metadata and derived AI Outputs.

3.5.5. Prompts and queries to AI Systems. Any prompt, instruction, query or other content entered into an AI System or other AI Technology that contains data, information, documents or other contextual elements attributable to ENEL shall be deemed, for all purposes, Input Data owned by ENEL and Confidential Information of ENEL. Accordingly, such elements shall be handled with the same level of confidentiality and security applicable to ENEL Confidential Information and may not be disclosed, copied, transferred or used for purposes other than the performance of the Contract. The Supplier warrants that such elements shall be processed exclusively within authorized environments configured so as to prevent their use for training, fine-tuning, optimization, improvement, personalization or development of AI models by the AI Provider or other third parties. Prompts, queries, instructions and any other element used in querying AI Systems or other AI Technologies that incorporates, refers to or enables the reconstruction of ENEL Data shall constitute ENEL Data for all purposes, even where reworked, summarized, anonymized or transformed. The Supplier shall adopt all measures necessary to ensure that such elements do not, directly or indirectly, enable the identification of ENEL, its activities or the data processed, except to the extent strictly necessary for the performance of the Contract. Conversely, pre-existing, generic or system configuration prompts, defined independently and irrespective of the specific service context, which do not incorporate or reflect data, information or context attributable to ENEL, shall not fall within such classification.

3.5.6. The prohibitions set out in this Article shall also apply where the processing of ENEL Data takes place in anonymized, pseudonymized, aggregated, synthetic, transformed or otherwise de-identified form, where such data are derived, even partially, from ENEL Data or are capable of reconstructing information attributable to ENEL.

3.5.7. Use of AI platforms. The Supplier undertakes not to enter ENEL Data or any other data, information or content supplied by ENEL into publicly accessible AI Systems or other AI Technologies, or into AI Systems or other AI Technologies that do not provide adequate guarantees of confidentiality, security and data protection, unless previously authorized in writing by ENEL. The Supplier further warrants that any AI Technology used in the performance of the Contract shall permit the disabling of functionalities for the retention, reuse or analysis of data for purposes beyond the contractual services, where such functionalities are provided by the AI Provider.

3.5.8. Where the Supplier uses AI Technologies made available by third parties, the Supplier warrants that such AI Technologies shall be configured and used in compliance with these AI Terms and in a manner preventing any use of ENEL Data for purposes other than the performance of the Contract.

3.5.9. The Supplier shall adopt appropriate technical, organizational and security measures designed to ensure the confidentiality, integrity, availability, traceability and segregation of ENEL Data throughout the entire lifecycle of the relevant processing. The Supplier warrants that ENEL Data shall not be shared with other customers or used in shared environments or in any manner that may permit reuse or access by unauthorized persons.

3.5.10. Retention and deletion. Upon termination of the Contract, or upon ENEL's request, the Supplier shall, without delay, return or delete ENEL Data, including temporary copies, backups, logs, caches and any other copy within its possession or control, except to the extent otherwise required by applicable law, and shall, where requested, provide appropriate written certification of such deletion or destruction.

3.6. Input Data

3.6.1. The Supplier warrants that all Input Data used in the performance of the Contract, other than data, information or content supplied



directly by ENEL, have been and shall be acquired, processed and used in compliance with applicable law, intellectual property rights, copyright, industrial property rights, any applicable personal data protection rights, as well as any other third-party rights and contractual, licensing or applicable terms of use.

3.6.2. The Supplier represents and warrants that it holds all rights, licenses, authorizations and titles necessary for the use of the foregoing Input Data and that their use shall not result in any infringement of third-party rights or limitations on ENEL's use of the AI Technologies or AI Outputs as provided for under the Contract.

3.6.3. The Supplier further warrants that such Input Data have been lawfully acquired, are free from third-party claims, verified, relevant, accurate, complete, up to date, representative of the purposes for which they are used and free from errors, anomalies or biases capable of compromising the reliability, security or compliance of AI Outputs generated in the performance of the Contract.

3.6.4. The Supplier grants ENEL, on a worldwide basis, a non-exclusive, royalty-free, irrevocable, perpetual, transferable and sublicensable right to use Input Data owned by the Supplier or third parties and made available in the performance of the Contract, to the extent necessary to enable ENEL, directly or through third parties appointed by it, to use, manage, verify, maintain, migrate, replace and, where applicable, evolve and further develop the AI Technologies covered by the Contract and the related AI Outputs.

3.6.5. The Supplier shall in any event remain fully responsible for the quality, lawfulness, accuracy, completeness and suitability of the Input Data used, as well as for the effects arising from their use within AI Systems, AI Components or other AI Technologies employed in the performance of the Contract.

3.6.6. ENEL Input Data. Where Input Data are supplied by ENEL or contain, incorporate, refer to, derive from or enable the reconstruction of ENEL Data, they shall be deemed ENEL Data and shall be subject to the conditions and restrictions on use provided for under the Contract and these AI Terms and, in particular, Article 3.5, Protection of ENEL Data.

3.7. AI Outputs

3.7.1. Ownership of AI Outputs. All AI Outputs, whether generated directly or indirectly through AI Systems, AI Components or other AI Technologies used, supplied, developed, configured, integrated or managed in the performance of the Contract, shall constitute results of the contractual services and shall be exclusively owned by ENEL. To this end, the Supplier acknowledges and assigns to ENEL, or undertakes to procure the acquisition by ENEL of, all rights, title and interest in and to the AI Outputs, including rights of use, reproduction, processing, modification, integration, communication, distribution and economic and commercial exploitation, without territorial or temporal limitations, directly or through third parties appointed by ENEL. ENEL's ownership and availability of the AI Outputs shall apply irrespective of their form, format, degree of processing or method of generation and shall include, by way of example and without limitation, final and intermediate results, partial processing, classifications, analyses, predictions, recommendations, summaries, generated content, configurations, metadata, derivative representations, knowledge bases and further elements produced through the use of AI Technologies in the performance of the Contract.

3.7.2. Prohibition on reuse of AI Outputs. Without prejudice to the provisions of these AI Terms and the General Conditions concerning ENEL Data and confidentiality, the Supplier shall not use, retain, reproduce, modify, communicate, transfer, make available to third parties or otherwise exploit, directly or indirectly, AI Outputs, including in anonymized, pseudonymized, aggregated, synthetic, transformed or derivative form, for: (a) training, fine-tuning, validation, testing, optimization or improvement of its own or third-party AI Systems, AI models, AI Components or other AI Technologies; (b) developing, improving, marketing, supplying or making available products, services or technological solutions intended for entities other than ENEL; (c) creating, feeding or enriching datasets, Data Sets, knowledge bases, prompt libraries, archives, repositories, models, intelligent agents or other technological tools intended for purposes other than the performance of the Contract; (d) benchmarking, comparative analysis, performance assessment, research, development or experimentation not expressly authorized by ENEL; (e) any other purpose different from or incompatible with the performance of the Contract. The prohibitions set out in this Article shall also apply where AI Outputs are combined, transformed or integrated with additional data, information or materials and irrespective of whether the processing is carried out by the Supplier, its employees, collaborators, Subcontractors, Sub-Suppliers, AI Providers or any other party involved, directly or indirectly, in the performance of the Contract.

3.8. Transparency, support and cooperation

3.8.1. Throughout the term of the Contract, the Supplier shall provide ENEL with all assistance, cooperation and support reasonably necessary



to enable ENEL to understand, verify, use and assess the AI Technologies employed in connection with the Contract.

3.8.2. Throughout the term of the Contract and upon ENEL's request, the Supplier shall provide timely and adequate assistance in understanding, verifying, using and assessing the AI Technologies employed in connection with the Contract and in enabling ENEL to explain to the individuals or groups of individuals towards whom the AI System or any other AI Technology is used how such technology generated or arrived at a particular decision or result.

3.8.3. Where the AI Technology is developed, managed or supplied by an AI Provider, the Supplier undertakes to obtain and make available to ENEL all information obtainable from the AI Provider and necessary for compliance with the obligations set out in the Contract and these AI Terms or under applicable law.

3.9. Survival

3.9.1. The provisions of these AI Terms and of the Contract which, by their nature or by express provision, are intended to produce effects following termination of the Contract shall remain fully effective following the expiry, termination or cessation, for any reason whatsoever, of the Contract.

3.9.2. In particular, the provisions concerning the protection, confidentiality, return and deletion of ENEL Data, Input Data, AI Outputs, ENEL Data Sets, intellectual property rights, rights of use granted or acquired by ENEL, cooperation obligations, retention of documentation, prohibition on reuse of data and AI Outputs, indemnification obligations, the Supplier's liabilities and any other provision which, by its nature, is intended to govern the parties' relationship following termination of the Contract shall continue to apply, without limitation.

3.9.3. Termination of the Contract for any reason whatsoever shall in no event release the Supplier from its obligations concerning the deletion, return or cessation of use of ENEL Data, AI Outputs or any other information attributable to ENEL, nor shall it prejudice any rights accrued by ENEL under the Contract or these AI Terms.

3.9.4. Confidentiality, data protection and prohibitions on use for purposes other than the performance of the Contract shall remain effective for as long as the relevant information retains its confidential nature or remains otherwise subject to protection under applicable law or the Contract.



SECTION I

USE OF AI TECHNOLOGIES BY THE SUPPLIER

1. SCOPE OF APPLICATION AND USE OF AI TECHNOLOGIES

- 1.1. This Section shall apply to all cases in which the Supplier uses, directly or indirectly, in the performance of the contractual services, AI Systems, AI Components, AI Services or other AI Technologies as tools, including merely ancillary or support tools, for carrying out the activities entrusted by ENEL, irrespective of ownership, source, delivery method, licensing model or technology used.
- 1.2. The Supplier may use AI Technologies solely to the extent strictly necessary, proportionate and consistent with the purposes of the Contract, in compliance with these AI Terms, the General Conditions, the Technical Specifications, the instructions issued by ENEL and applicable law.
- 1.3. The use of AI Technologies shall constitute solely a technical, organizational or operational means selected by the Supplier for the performance of its contractual obligations and shall not result in any limitation, exclusion, transfer or mitigation of the Supplier's liability towards ENEL, nor modify the obligations, warranties and standards of professional diligence provided for under the Contract.
- 1.4. The provisions contained in the General Conditions, these AI Terms and, in particular, the General Principles set out in Article 3, which constitute the general framework applicable to any use of AI Technologies in connection with the Contract, shall remain unaffected and shall apply in full.

2. PRIOR ASSESSMENT AND MONITORING OF AI TECHNOLOGIES

- 2.1. Prior to using any AI Technology in the performance of the Contract, the Supplier shall carry out a prior technical, organizational, legal and security assessment aimed at verifying at least:
 - a) the compliance of the AI Technology with applicable law, these AI Terms, the Contract and the Technical Specifications;
 - b) the suitability of the AI Technology for the contractual activities to be performed and the relevant quality and performance requirements;
 - c) the reliability, accuracy, robustness, security and resilience of the AI Technology;
 - d) the compatibility of the AI Technology with the obligations assumed towards ENEL, including those relating to the protection of ENEL Data, confidentiality, cybersecurity and intellectual property;
 - e) the absence of technical, contractual, licensing or usage conditions that may limit or compromise ENEL's rights or prevent the full performance of the contractual obligations;
 - f) the absence of functionalities or settings enabling the use of ENEL Data, AI Outputs or other data attributable to ENEL for purposes other than the performance of the Contract.
- 2.2. The Supplier shall keep the assessment referred to above up to date throughout the term of the Contract, taking into account, inter alia, changes to the AI Technology, updates or replacements of the models used, changes to terms of use or licenses, changes in the AI Providers involved, regulatory developments and new technical, organizational or security risks.
- 2.3. Where the assessment identifies risks that cannot be adequately mitigated for ENEL, data security, business continuity or the proper performance of the contractual services, the Supplier shall not use the relevant AI Technology without ENEL's prior written authorization or shall adopt suitable alternative solutions capable of eliminating such risks, at no additional cost to ENEL.

3. INFORMATION AND MANAGEMENT OF CHANGES



3.1. Where the use of AI Technologies may affect, even potentially, the manner in which the contractual services are performed, the quality of AI Outputs, the processing of ENEL Data, security, business continuity or ENEL's interests, the Supplier shall inform ENEL in advance and provide all information necessary to enable an assessment of the relevant impacts.

3.2. The Supplier shall promptly inform ENEL of any significant change relating to the AI Technologies used in connection with the Contract, including: (a) replacement or change of the AI Provider; (b) replacement, update or modification of the AI models used; (c) changes to licensing or usage terms; (d) changes in the location or methods of data processing; (e) introduction of new functionalities or components that may affect security, the quality of AI Outputs or regulatory compliance. The Supplier shall not introduce changes that may materially affect the performance of the Contract or ENEL Data without having first assessed the impacts and, where required under the Contract or ENEL's instructions, obtained ENEL's prior approval.

4. METHODS OF USE OF AI TECHNOLOGIES

4.1. The Supplier shall use AI Technologies solely as a support tool for the performance of the contractual services and shall ensure that their use is proportionate, appropriate, controlled and consistent with the nature of the activities entrusted by ENEL, as well as compliant with the requirements set out in the Contract, the Technical Specifications and these AI Terms. The use of AI Technologies shall in no way result in a reduction of the professional diligence, control, verification and supervision obligations incumbent upon the Supplier under the Contract.

4.2. The Supplier shall refrain from using AI Technologies where their use may, even potentially: compromise the proper performance of the contractual services; reduce the quality, accuracy, reliability or completeness of the services provided to ENEL; create risks to the security, confidentiality, integrity or availability of ENEL Data; result in breaches of applicable law, contractual obligations, intellectual property rights or third-party rights; or prejudice ENEL's interests, reputation, business continuity or proper operation.

4.3. Where, following commencement of the use of an AI Technology, risks, anomalies, technical limitations or conditions incompatible with the Contract arise, the Supplier shall:

- a) immediately suspend use of the relevant AI Technology, where necessary;
- b) promptly inform ENEL, providing a description of the circumstances identified and the measures taken;
- c) identify and implement, at no additional cost to ENEL, the necessary corrective measures;
- d) ensure continuity of the contractual services through appropriate alternative means.

4.4. The Supplier warrants that the use of AI Technologies in the performance of the Contract shall always be carried out under its responsibility and in a manner allowing for adequate human oversight of the processes and results produced.

5. AI OUTPUTS

5.1. **Use of AI Outputs.** AI Outputs generated through AI Technologies used by the Supplier in the performance of the Contract may be used for the purpose of providing the contractual services only where they have been previously verified by the Supplier and are suitable for the purposes of the Contract, compliant with the applicable technical, functional and quality requirements, consistent with applicable law and the instructions issued by ENEL, and such as not to compromise the proper performance of the contractual services.

5.2. Verification and supervision of AI Outputs

5.2.1. The Supplier shall be responsible for the prior verification of AI Outputs generated through AI Technologies used in the performance of the Contract and shall ensure that, before being used or made available to ENEL, such Outputs are subject to appropriate technical and functional checks, taking into account the nature, complexity and criticality of the activities for which they are intended.

5.2.2. Such checks shall be adequate to ascertain, proportionately to the characteristics of the service, that the AI Outputs are accurate, complete, consistent, reliable and compliant with the contractual purposes, do not contain errors, inaccuracies, hallucinations or



misleading content, biases, omissions or other elements capable of compromising their usability, and do not result in breaches of applicable law or third-party rights, including intellectual property, industrial property and copyright.

5.2.3. Where the nature of the activities or the level of risk associated with the use of the AI Technology so requires, the Supplier shall ensure that such checks are supplemented by adequate human oversight carried out by competent personnel having the authority necessary to critically assess the Outputs produced and, where necessary, modify, correct or prevent their use. The Supplier shall retain adequate evidence of the checks and supervision activities carried out and shall promptly make such evidence available to ENEL upon request.

5.2.4. It is in any event understood that the checks carried out pursuant to this Article shall neither limit nor transfer to ENEL any liability concerning the correctness, reliability, lawfulness or compliance of the AI Outputs, which shall remain fully with the Supplier.

5.3. Correction of AI Outputs

5.3.1. Where the Supplier identifies, or ENEL reports, that an AI Output contains errors, inaccuracies, hallucinations, biases, omissions, inconsistencies or other elements capable of compromising its reliability, security, regulatory compliance or the proper performance of the Contract, the Supplier shall, without delay and at its own cost, take all measures necessary to eliminate the effects of the anomaly, promptly informing ENEL of its nature, possible consequences and corrective actions undertaken. Where necessary, the Supplier shall suspend use of the affected Output, correct or replace it with an Output compliant with the contractual requirements and adopt the technical and organizational measures necessary to prevent recurrence of similar anomalies.

5.3.2. All correction, replacement, verification and restoration activities shall be carried out by the Supplier at no additional cost to ENEL and without prejudice to any further right, remedy or action available to ENEL under the Contract or applicable law.



SECTION II

LICENSING OF AI SYSTEMS

1. SCOPE OF APPLICATION AND REGULATORY COMPLIANCE

- 1.1. This Section shall apply exclusively to Contracts concerning the supply, licensing, making available, maintenance, management, hosting, support, updating, evolution or any other form of availability of AI Systems, AI Components, AI Services or other AI Technologies intended to be used, directly or indirectly, by ENEL in connection with its activities.
- 1.2. The provisions contained in the General Conditions, these AI Terms and, in particular, the General Principles set out in Article 3, which supplement the obligations provided for under this Section, shall remain unaffected and shall apply in full.
- 1.3. The Supplier warrants that, throughout the term of the Contract, the AI Technologies supplied shall remain compliant with applicable law, including, where applicable, European legislation on Artificial Intelligence, as well as with the Contract, the Technical Specifications, the technical and functional documentation provided to ENEL and the agreed service levels. The Supplier further warrants that such AI Technologies shall maintain, throughout the contractual relationship, the functional, technical, performance, security, reliability and interoperability characteristics declared or required by ENEL and shall be timely updated, where necessary, to ensure regulatory compliance, security, resilience and alignment with the state of the art, at no additional cost to ENEL.

2. REQUIREMENTS OF THE AI SYSTEM

The Supplier warrants that the AI System or other AI Technology covered by the Contract complies with legal and contractual requirements and does not fall within any prohibited or high-risk category under the AI Act.

3. TRANSPARENCY OBLIGATIONS

The Supplier represents and warrants that:

- i) AI Systems or AI Technologies intended to interact directly with natural persons are developed and made available in such a manner that users are informed that they are interacting with an AI System or AI Technology.
- ii) where AI Systems or AI Technologies generate AI Outputs (e.g. audio, images, video or text), the Supplier warrants that such AI Outputs are marked by means of appropriate, readable technical solutions capable of clearly identifying that the content has been artificially generated or manipulated. The Supplier shall also ensure that its technical solutions are effective, interoperable, robust and reliable, taking into account the specific characteristics and limitations of the different types of content, implementation costs and the generally recognized state of the art, as may be reflected in relevant technical standards.

The information referred to in this Article shall be provided to the relevant natural persons in an unambiguous manner from the time of their first interaction with or exposure to the AI System or AI Technology.

4. CYBERSECURITY

In order to ensure an adequate level of cybersecurity for AI Systems, the contractual clauses set out in the Annex "Cybersecurity" to the General Conditions shall also apply to such Systems. In addition, the Supplier represents and warrants:

- (a) that it implements, updates and documents security measures for each component of the AI System (e.g. data, model) to prevent, detect, monitor, respond to and mitigate Artificial Intelligence attacks at every stage of the AI System lifecycle;
- (b) that, upon request, it provides documentation relating to the AI System's and its components' data management process, including the data collection and processing stages;
- (c) that it implements and documents security measures to ensure data integrity at both the input and output stages for each stage of the AI



System;

- (d) that it has an ongoing process of testing, assessment, verification and validation of the Artificial Intelligence model throughout its entire lifecycle and that such process is documented and made available to ENEL upon request;
- (e) that it implements and documents security measures to ensure model integrity, that Artificial Intelligence-specific risks are taken into account within its internal risk management process, and that such process is documented and made available to ENEL upon request.



SECTION III

DEVELOPMENT OF AI TECHNOLOGIES

1. SCOPE OF APPLICATION

- 1.1. This Section shall apply where the Contract concerns, even partially, the design, analysis, development, configuration, customization, integration, training, fine-tuning, validation, testing, evolution, maintenance or implementation of an AI System, AI Component or other AI Technology intended to be used by ENEL.
- 1.2. The provisions contained in the General Conditions, these AI Terms and, in particular, the General Principles set out in Article 3, which supplement the obligations provided for under this Section, shall remain unaffected and shall apply in full.
- 1.3. The Supplier shall remain fully responsible for the entire lifecycle of the AI Technology developed under the Contract, including activities carried out directly or indirectly through employees, collaborators, Subcontractors, Sub-Suppliers, AI Providers or other third parties involved in the performance of the activities.

2. REQUIREMENTS OF THE AI SYSTEM

- 2.1. The Supplier warrants that the AI System or other AI Technology developed, configured or implemented in the performance of the Contract:
 - a) complies with the functional, technical, performance, security, reliability, interoperability, scalability, transparency, documentability and explainability requirements set out in the Contract, the Technical Specifications and applicable law;
 - b) is fit for the purposes for which it has been commissioned by ENEL;
 - c) is developed in accordance with the applicable state of the art and appropriate methodologies for design, development, verification, validation and risk management;
 - d) is designed and implemented in accordance with the principles of security, data quality, robustness, reliability, human oversight and minimization of risks arising from the use of Artificial Intelligence.
- 2.2. The Supplier warrants that all development, configuration, training, fine-tuning, testing and validation activities are carried out in accordance with documented procedures suitable to ensure traceability of design choices, modifications made and results obtained.
- 2.3. The Supplier warrants that any technical limitations, dependencies on third-party components, licensing restrictions, characteristics of the model used or residual risks shall be communicated to ENEL in advance and adequately documented.

3. AI TECHNICAL DOCUMENTATION

Upon Delivery, the Supplier shall provide ENEL with complete, up-to-date and accurate AI Technical Documentation suitable to enable the use, maintenance, evolution, verification and, where applicable, acceptance and/or taking-over of the AI System or other AI Technology by ENEL or persons appointed by it, as well as to demonstrate compliance thereof with the contractual requirements and applicable law. The AI Technical Documentation shall constitute an integral part of the contractual deliverables and shall be kept complete and up to date throughout the term of the Contract in relation to updates, modifications and new releases of the AI Technology.

4. RIGHTS IN DATA SETS

4.1. ENEL Data Sets

ENEL Data Sets constitute ENEL Data and shall be subject to the conditions and restrictions on use provided for under the Contract and these



AI Terms and, in particular, Article 3.5, Protection of ENEL Data.

4.2. Supplier Data Sets and/or Third-Party Data Sets

- 4.2.1.** The Supplier warrants that its own and/or third-party Data Sets used in the performance of the Contract have been lawfully acquired and used in compliance with applicable law, intellectual property rights, copyright, industrial property rights and any other third-party rights, as well as any conditions, limitations or restrictions set out in the relevant licenses or terms of use. The Supplier represents and warrants that it holds all rights, authorizations, licenses and titles necessary to enable the use of such Data Sets in connection with the AI Technology covered by the Contract and to ensure ENEL's full and peaceful exercise of the rights provided for under the Contract and these AI Terms.
- 4.2.2.** Without prejudice to the provisions of the Contract concerning intellectual property and rights in the results of the contractual activities, the Supplier grants ENEL, on a worldwide basis, a non-exclusive, royalty-free, irrevocable, perpetual, transferable and sublicensable right to use the Supplier Data Sets or Third-Party Data Sets made available in the performance of the Contract, to the extent necessary to enable ENEL, directly or through third parties appointed by it, to use, manage, verify, maintain, migrate, replace and evolve the AI Technologies covered by the Contract and the related AI Outputs.
- 4.2.3.** The right of use granted pursuant to the preceding Article shall also include the right to use such Data Sets for the further development, modification, evolution or improvement of the AI Technology covered by the Contract, including any new versions or evolutionary solutions thereof, and the related AI Outputs by ENEL or third parties appointed by ENEL.
- 4.2.4.** Where the use of Supplier Data Sets or Third-Party Data Sets is subject to conditions, limitations or restrictions arising from third-party rights or specific licensing terms, the Supplier shall inform ENEL in advance and ensure that such conditions do not prevent or restrict the exercise of the rights granted to ENEL under the Contract and these AI Terms.