



Title:

**ENEL GROUP GENERAL TERMS AND CONDITIONS FOR
THE ACQUISITION OF SOFTWARE, CLOUD SERVICES AND MAINTENANCE/SUPPORT SERVICES TO
THE SOFTWARE AND CLOUD SERVICES
(GENERAL PART)**

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1. SCOPE

1.1. These Terms and Conditions of Contract for Software, Maintenance and Cloud Services (hereafter referred to as “General Conditions”) regulate the contractual relationship between companies of the ENEL Group and its Contractor, regarding the acquisition of Software, Cloud Services and maintenance/support services to the Software and Cloud Services.

1.2. These General Conditions are composed of this General Part which is applicable in all countries and the Country Annexes. Generally, whenever the contract must be performed in a specific Country, the corresponding Country Annex shall be applied, since it contains the specific clauses applicable to each Country.

These conditions shall also apply, without prejudice to any other agreement to the contrary and taking into account the order of precedence set out in the criterion set forth in clause 6 "INTERPRETATION AND HIERARCHY".

1.3. The Agreement indicates the Web page on which these Terms and Conditions can be consulted. In case the Contractor does not have access to the Web page, and has requested a copy of these General Conditions, the document shall be sent to the Contractor, in an electronic/hard copy format.

SECTION I – GENERAL PART

GENERAL CLAUSES

This section applies to both the acquisition of Software, Cloud Services and maintenance/support services to the Software and Cloud Services specified in art. 1.1.

2. DEFINITIONS

The following definitions, among others, are used in this document:

- **AUDIT SSAE 16:** Statement on Standards for Attestation Engagements (SSAE) No. 16 is a standard attestation executed by a service auditor for reporting on controls at organizations that provide services to user entities, for which a Service Organization's controls are likely to be relevant to a user entities internal control over financial reporting (ICFR).
- **BRIDGE LETTER:** is a letter that a service organization officially provide for covering the “gap” between a report date and another date.
- **CLOUD SERVICE:** means the service on cloud computing, object of the contract (also “oncloud services”) usable by Enel through Internet.
- **COMPUTING ENVIRONMENT:** all resources required to enable the computers to perform processing activities, in terms of hardware, operating system, and infrastructure software.
- **CONTRACT FOR SOFTWARE, MAINTENANCE AND CLOUD SERVICES (hereafter “CONTRACT”):** an inseparable combination of contractual documents listed below which regulate, in writing, the obligations of the Parties and the acquisition of Software, Maintenance and Cloud Services:
 - a) **Agreement** (o “**Lettera d’ordine**” nell’Annex Italia, o “**Cuerpo principal del contrato**” in the Annex Brasile, Cile, Colombia, Spagna e Perú): the document that contains the Parties’ detailed data, specifies the object and the duration of the contract, and contains specific provisions of an economic, administrative and regulatory nature, and which lists and refers to all of the documents that the Contract is composed of.



- b) **Technical-Economic documents:**
- **Technical Specifications:** the document containing the technical requirements related to the Contract;
 - **Remuneration List or Price List:** the document that contains the amount to be paid for the individual products/services provided by the Contractor, which may be grouped into several categories;
 - **Any additional documents:** other documents related to a specific Contract (e.g. description of the services and interventions; graphic and descriptive design print-outs; chronological schedules, etc.).
- c) **General Conditions:** present document and the applicable Country Annex.
- d) **Country Annex:** the document attached to the General Conditions, containing the specific clauses applicable to the Contract in each respective Country.
- **CONTRACTOR:** natural or legal person or groups of the latter with whom ENEL signs the Contract.
 - **CUSTOMER DATA:** the personal data and / or other content and / or materials owned by ENEL Group to which the Contractor becomes aware under the Contract.
 - **DATA PROCESSOR:** the Contractor when it processes personal data.
 - **DATA SUB-PROCESSOR** the Subcontractor when it processes personal data.
 - **DATA BREACH:** violation of personal data or computer incidents (unauthorised accesses, malware activities) that, although not impacting directly of the processing of personal data, can nevertheless expose them to risk of violation.
 - **EFFECTIVE DATE:** the date when the Contract is signed.
 - **ENEL:** Company of Enel Group who signs the Contract or on whose behalf the latter it is signed, as well as the Companies controlled by ENEL.
 - **ENEL GROUP AND THE COMPANIES CONTROLLED BY ENEL (hereinafter ENEL GROUP):**
 1. In addition to (i) the companies in which Enel S.p.A. has the majority of the votes that can be exercised at the ordinary shareholders' meeting; (ii) the companies in which Enel S.p.A. has votes sufficient to exercise a dominant influence at the ordinary shareholders' meeting, the following shall also be considered subsidiaries:
 - a) Italian and foreign companies over which Enel S.p.A. has the right, by virtue of a contract or a clause in the instrument of incorporation, to exercise a dominant influence, where the applicable law permits such contracts or clauses,
 - b) Italian and foreign companies where Enel S.p.A. controls alone, on the basis of agreements with other shareholders, enough votes to exercise a dominant influence in the ordinary shareholders' meeting.
 2. For the purposes of subsection 1, rights held by subsidiaries or exercised through trustees or nominees shall be considered, those held on behalf of third parties shall not be considered.
 - **FINANCIAL GUARANTEE:** documentation that the Contractor provides ENEL with concerning a financial guarantee for the exact fulfilment of all contractual obligations and/or any other obligations.
 - **MAINTENANCE SERVICES:** means maintenance services of Software and/or Cloud Services, for technical assistance and support in case of malfunctioning of Software/Cloud environment and technical update for the Software/Cloud.



- **MALICIOUS CODE:** any software created in order to cause damage to a computer, to the user data of a computer, or to a computer system on which it runs.
- **PARTIES:** ENEL and the CONTRACTOR.
- **RECOVERY POINT OBJECTIVE (RPO):** maximum targeted period in which data might be lost from an IT service due to a major incident. The RPO gives systems designers a limit to work to.
- **RECOVERY TIME OBJECTIVE (RPO):** the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity.
- **SERVICE COMPANY:** Company that provides support/maintenance services for ICT products and services.
- **SERVICE CREDIT:** economic amount due to contractual non-compliance/violations by the Contractor.
- **SERVICES:** means maintenance/support services of Software and or Cloud Services.
- **SLA:** services level agreement.
- **SOC1 (SSAE 16/ISAE 3402 - formerly SAS 70):** SOC1 Report (Service Organization Controls Report) is a report on Controls within a Service Organization, which are relevant to user entities' internal control over financial reporting. The SOC1 Report replaced previous standard report known as SAS70, and is written in adherence with the SSAE 16 (Statement on Standards for Attestation Engagements) guidelines.
- **SOC2 Type II reports:** SOC2 Report (Service Organization Controls Report) report on the operating effectiveness (Type II) of a service organization's controls (just like SOC 1 / SSAE 16). The SOC 2 report focuses on a business's non-financial reporting controls as they relate to security, availability, processing integrity, confidentiality, and privacy of a system, as opposed to SOC 1/SSAE 16 which is focused on the financial reporting controls.
- **SOFTWARE:** means rights of use of market Software sell on the market through a usage licences (hereinafter also "Products" or "usage licences" or "materials and equipment").
- **SUBCONTRACT:** contract with which the Contractor entrusts the execution of contractual activities to third parties and signed for the execution of the services exclusively for ENEL.
- **SUBCONTRACTOR:** natural or legal person or groups of the latter with whom the Contractor signs the subcontract for the execution of the services exclusively for ENEL.
- **TAXES:** any taxes, duties, or any other charge in general, determined by the relevant authority/local laws applicable to an individual Contract in accordance with current regulations.
- **WARRANTY PERIOD:** period in which the Contractor shall ensure the proper functioning of the Software, or that the same is free from defects and fit for use.
- **IAAS:** Infrastructure as a service.
- **PAAS:** Platform as a service.

3. COMPLIANCE WITH LAWS, REGULATIONS & RULES

3.1. The Contractor, under his sole responsibility, must fulfil all the legal and regulatory requirements and the rules and requirements of the competent Authorities including but not limited to those relating to employment contracts, health and safety, the environment, fiscal provisions and in general any other provision concerning the proper performance of the Contract.



3.2. The provisions of these General Conditions shall be deemed automatically replaced, cancelled or amended if their contents are not compatible with laws or regulations introduced in the future.

3.3. The Contractor shall be liable for the proper fulfilment of its legal and fiscal obligations, as well as its contractual responsibilities to its suppliers and subcontractors.

3.4. If the Contractor is composed of a combination of two or more entities, each of them is jointly and severally liable and obliged to comply with the requirements of the Contract and the performance of the Contract in accordance with applicable legislation.

4. LANGUAGE

4.1. The original version of this General Part is in English.

4.2. The original version of each Country Annex is the one indicated in the single Country Annex.

4.3. The original version of the remaining Contract's documents shall be that indicated in the Agreement or in each of the Contract's documents.

5. FORMALIZATION

5.1. The Contract is agreed between the Parties upon signing.

5.2. By signing the Contract the Contractor declares its full and unconditional acceptance of the same.

5.3. Notwithstanding the foregoing, any changes or additions to the contract must be in writing.

5.4. Any exceptions to these General Terms and Conditions proposed by the Contractor shall only be valid if made in writing and accepted by ENEL, and shall only apply to the Contract they are related to and cannot be extended to other contracts in progress or that may be signed with the same Contractor at a later stage.

5.5. No amendment to the Agreement can be made unilaterally by the Contractor and therefore, by way of example and without limitation, the eventual contrary clauses contained in each and any document of the Contractor, including general terms and conditions, may not apply unless they are expressly accepted in writing by ENEL.

6. INTERPRETATION AND HIERARCHY

6.1. In the case of conflict or incompatibility among the Contract documents the order of priority and precedence shall be determined as indicated:

- I. Agreement;
- II. Technical-Economic documents (Technical Specifications, Remuneration List or Price List, Any additional documents);
- III. General Terms and Conditions. The General Conditions are intended to form a single document composed of the present document and the applicable Country Annex. In the case of conflict between the General Part and the Country Annex, the Annex shall have precedence.

6.2. In any case, should a conflict between the Contract documents and the mandatory norms of the applicable law of the contract arise, the mandatory norms of the applicable law of the contract shall have precedence.

6.3. In the case of conflicts between the original version of the present General Part, drafted in English and the translations into other languages, the original version in English shall have precedence. In case of conflicts between the original version of the Countries' Annexes and translations into other languages, the original version in the official language of the respective Country shall have precedence.



7. COMMUNICATIONS

7.1. Communications between the Parties shall be in writing, at the location or address and in the manner stated in the Contract. The Parties undertake to promptly report any changes. In the absence of such notification, communications shall be deemed effective if sent to the addresses and executed in the manner mentioned above.

7.2. ENEL reserves the right to use electronic procedures for the exchange of documents relating to the Contract, by using systems duly authorized. If expressly stated in the Contract, electronic means of communication may be used, provided that they allow the tracking of communications.

7.3. The Contractor shall abide by and promptly give effect to all communications it receives from ENEL, without any further formalities.

7.4. When required in the Contract and in the circumstances of “data breach”, the notification to Enel must be signed using a digital signature certified and sent through the certified email (e.g. in Italy “PEC address”), if available, of the interested Enel Group Company¹ stated in the contract, not later than 24 hours from the event.

8. REPRESENTATIVE OF THE CONTRACTOR

8.1. The Contractor, in the performance of the contractual activities, shall appoint its own representative, who shall be obliged to:

- interface with ENEL's representative;
- take responsibility for the activity which is entrusted;
- coordinate and manage the activities of his own experts.

9. FINANCIAL CONDITIONS

9.1. The price of the Contract is the consideration agreed for the products and performance of services, and it takes into account the total value. It includes everything necessary for the exact execution of the contract, and everything that has to be provided or performed by the Contractor, all costs or charges as may be necessary, without prejudice to the services and items that have been expressly excluded and the taxes imposed by applicable legislation.

9.2. The prices shall be detailed in the Contract in the manner provided for therein.

9.3. Unless specified otherwise in the Contract, the contractual prices are fixed and shall not change for the duration of the Contract.

10. INVOICING AND PAYMENT TERMS

10.1. Invoicing

10.1.1. Invoices shall be valid and ENEL shall accept them only if they contain all of the information provided by this Contract and the applicable regulations, and if the contractual activities, in relation with Services, have been correctly completed.

Invoices without the relevant Contract number shall not be accepted and shall not be taken into account for the calculation of the date of receipt.

Even if the Contract provides for the payment of invoices in different currencies, an individual invoice may be issued in relation to a single currency.

¹ Enel Group Company that stipulates the contract or in the name and on behalf of which it has been stipulated.



10.1.2. ENEL shall return to the Contractor invoices that:

1. are missing some information or mandatory data required by this Contract and/or the law;
2. contain items not authorised by ENEL;
3. show amounts expressed in a currency other than that defined in the Contract.

Unless otherwise provided in the Contract, all invoices and, where applicable, the documentation accompanying the same shall be sent to the address provided in the Contract.

Invoicing may be carried out as follows:

A. Using ENEL'S electronic systems (Procurement Portal):

The Contractor, under the terms and conditions set forth in the Contract, and after obtaining the necessary authorisation to invoice from ENEL (invoices shall include data on the quantities supplied and/or services provided correspond with the amounts indicated therein), shall issue the relevant invoices.

After receiving authorisation to invoice from ENEL and in accordance with contractual arrangements, the Contractor shall send invoices with the mandatory data required by applicable laws, using electronic systems (e.g. EDI) that ensure the authenticity and integrity of the information contained therein.

In accordance with the law on electronic invoicing, the Contractor may send ENEL invoices created in an electronic format. This method ensures the integrity of the data and the univocal attribution of the document to the issuer.

B. Without using electronic systems:

In the event of electronic systems being not available and/or applicable legislation not allowing electronic submission and electronic invoicing, the Contractor, in compliance with the terms and conditions set forth in the Contract, after obtaining the necessary authorisation to invoice from ENEL (invoices shall include data on the quantities supplied and/or services provided commensurate with the amounts indicated therein) shall issue the relevant invoice, and send the original to the invoicing addresses indicated in the Contract.

10.2. Payment terms

10.2.1. All payments shall be made by ENEL by bank wire transfer, in the manner and within the time limits set out in the Contract.

To this end, the Contractor undertakes to communicate the complete account data to ENEL.

The Contractor has the obligation to promptly report to ENEL any changes to its fiscal and general data (such as: VAT number, address, company name, etc.) or changes in ownership.

Failure to communicate the above information may result in the suspension of payments of invoices containing data that is not up to date.

10.2.2. Payment of the amount(s) specified shall not mean that ENEL considers the Contract to have been properly performed by the Contractor or that it waives its rights and actions against the latter, expressly reserving the right to exercise them, without prejudice to any payments it makes.

In case of delay in payment of the amount(s) specified, if such delay is due to ENEL, arrears interest shall be payable in accordance with the provisions of the Contract and in accordance with applicable law.

11. TAXES

11.1. While paying contractors for services performed, ENEL shall withhold amounts in accordance with tax and contributions legislation (with fiscal effect) applicable in the Contractor's Country of residence and/or under any other law applicable to the Contract.



The Parties mutually undertake to fulfil all obligations, to deal with all the paperwork and deliver all documents necessary for the proper payment of taxes, including withholdings and other legal obligations applicable to the Contractor, complying with the procedures provided for by the law.

Similarly, the Parties undertake to cooperate in obtaining exemptions or other tax benefits applicable to the Contract. If, due to a lack of diligence or any other cause attributable to the Contractor, ENEL loses an entitlement to a tax benefit, it may discount the amount of the tax benefit it has not been able to take advantage of from the amount due to the Contractor.

11.2. Should an agreement between the Contractor's Country of residence and the Country of residence of the ENEL Group companies be in place in relation to the avoidance of double taxation, and the Contractor invoke the application of the provisions of such an agreement, it must provide ENEL with its certificate of residence (or any other declaration/certificate necessary for the application of conventions against double taxation) certifying its tax residence for the purposes of the provisions of the relevant agreement; for the purposes of classification of the type of income under the Convention against the double taxation, the Contractor shall take into account the interpretation in force in the country in which the ENEL Group companies are located. This certificate is, in principle, valid for one year, unless the legislation of the country in which the ENEL Group companies are located establishes a shorter period. In any case, when the validity of each certificate expires, the Contractor shall submit another valid certificate.

11.3. All the taxes, duties and fiscal obligations relating to the subject matter of the contract shall be paid by the Contractor, except for those that ENEL is required to pay by law.

11.4. If ENEL is required to make deductions from payments due to the Contractor, and if requested by the latter, a certificate showing the deductions shall be provided which proves the amounts paid and the amounts withheld.

12. ASSIGNMENT OF THE CONTRACT

12.1. Unless otherwise provided by the mandatory applicable law, the Contractor shall not assign the Contract to third parties or any right arising from the contract itself, without the prior express consent of ENEL and in compliance with any applicable provision.

13. SUBCONTRACTING

13.1. The Contractor must carry out own services as an object of the Contract. Therefore, it is permitted to subcontract part of the Contract activities to a third party within the limits allowed by the national legislation concerned and in compliance with the conditions set by individual laws themselves.

13.2. As a rule, unless otherwise provided by the national legislations, the limit in subcontracting is normally up to 30% of the contractual amount and only one level of subcontracting is allowed.

13.3. Any use of subcontract to third parties to execute part of its activities does not exclude or limit the obligations and burdens contractually assumed by the Contractor, who shall remain liable regarding ENEL for the entire execution of the Contract, as well as for paying compensation to third parties injured during its execution.

14. ASSIGNMENT OF RIGHTS AND RECEIVABLES

14.1. Unless otherwise provided in the Contract, the Contractor shall not assign or transfer, in whole or in part, the rights or credit arising from the Contract to third parties, or carry out any other activities which result in any changes, for any reason, to all or part of the above-mentioned rights or credit.



15. THE CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES

15.1. The Contractor must have a full understanding of applicable health, occupational safety and environmental legislation in force and relevant to the activity to be performed.

15.2. Neither party's liability with respect to any single incident arising out of or related to this Agreement (whether in contract or tort or under any other theory of liability) shall exceed the total amount of the Contract.

15.3. Nothing in the Contract shall exclude or limit the liability:

- (i) in cases of gross negligence or wilful misconduct;
- (ii) to obligations of indemnity under art. 21 "INDEMNIFICATIONS";
- (iii) for damages resulting from unauthorized use or disclosure of Confidential Information (including ENEL Data);
- (iv) to fees owed under the Agreement;
- (v) in respect of fines, penalties and damages resulting from the Data Subject's compensation claim, arising from an infringement by Contractor of the Data Protection Legislation applicable to Contractor as a Data Processor;
- (vi) in case of administrative penalties arising from actions and/or fault of the other Party.

15.4. In no event shall either party have any liability to the other party under or in relation to this Agreement whether in contract, tort or under any other theory of liability for:

- (a) any consequential loss or damage arising from or related to this Agreement, howsoever caused and whether or not such losses are foreseeable, even if that party has been advised (or is otherwise aware) of the possibility of such losses in advance;
- (b) all liability and indemnification obligations for any harm, damages or other liability caused by any third party hosting providers.

15.5. The Contractor agrees to indemnify and hold ENEL harmless from any liability arising from any claim or legal proceedings of any kind which are directly related to the Contract, both judicial and extrajudicial, arising from acts or omissions by the Contractor or its employees, representatives or subcontractors.

15.6. The aforementioned indemnity includes any amount that ENEL would possibly have to pay both in terms of expenses or costs of any kind it might incur as a result of claims or judicial summons, in any case without prejudice to its right to defend itself. Failure by the Contractor to comply with this clause is considered a serious breach and shall entitle ENEL to terminate the Contract for breach by the Contractor.

16. THE CONTRACTOR'S WARRANTIES

16.1. The Contractor warrants that (a) this Contract and more specific all the related documentation accurately describe the applicable functionality of the Supply/Services, as well as the administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of ENEL Data, (b) the Supply/the Services will be delivered materially in accordance with the Documentation currently applicable at the Effective Date, (c) the Supply/Services will not introduce Malicious Code into ENEL's systems.

17. WITHDRAWAL

17.1. The Contractor is prohibited to withdraw from the Contract ahead of time. Therefore, merely by way of example and not exhaustively, any provisions to the contrary found in any of the Contractor's documents whatsoever, including the general contract conditions, shall not apply unless they are expressly accepted by ENEL in writing.

17.2. ENEL may withdraw from the Contract at any time with a 30 day notice.



18. EXPRESS TERMINATION CLAUSE

18.1. ENEL may terminate the Contract immediately without any need to give a warning and independently of the whether that the non-compliance is minor or not, where there is a cause preventing or significantly affecting the proper execution of the services covered by the Contract. For example, in the event of:

- a) dissolution, transformation, reduction of capital or significant changes in the Contractor's governing bodies, if such changes have a negative effect on the execution of the Contract or contravene the provisions of clause 26, "ETHICAL CONDUCT RULES";
- b) decrease in financial capacity or financial solvency, or any legal, economic, financial or any other kind of difficulty that affects the normal and regular fulfilment of the Contractor's obligations;
- c) failure or breach by the Contractor and/or its subcontractors/sub-processor and/or any third party appointed by the Contractor, of any of the requirements under applicable laws, including laws concerning employment, the environment, taxes and the protection of health and safety at work;
- d) failure to fulfil obligations related to intellectual property, confidentiality and the processing of personal data, in accordance with the law applicable to the Contract or as otherwise agreed in the Contract;
- e) ascertainment, at any time after the signing of the Contract, of the falsity of information and declarations provided by the Contractor related to the fulfilment of the legal, economic, financial, technical or contractual conditions;
- f) breach, however it has been ascertained, of the obligations related to Labour, health and safety at work;
- g) any other breach by the Contractor whatever the Contract specifies as a reason for termination;
- h) breach of the obligations laid down in clauses "THE CONTRACTOR'S WARRANTIES" of this present document;
- i) data breach.

18.2. In all of the above cases, ENEL may, without prejudice to its right to apply penalties or to take legal action in relation to its right to compensation for damages, enforce any financial guarantees provided by the Contractor.

18.3. The Contractor is required to perform the contractual services ensuring full compliance with all applicable legal requirements related to the protection of the health and safety of workers in the workplace.

ENEL - at its sole discretion - may terminate the Contract in case of violations by the Contractor of even one of the requirements of current legislation on the protection of health and safety at work, including:

- 1) failure to complete/sign/prepare/update/deliver documents relating to health and safety at work, in the manner and within the deadlines specified by applicable legislation and/or the Contract;
- 2) use, in the execution of the Contract, in whatever way it is ascertained by ENEL, of unsuitable and/or unauthorised personnel in accordance with the requirements set out in the applicable legislation and/or in the Contract.



19. FINANCIAL GUARANTEE

19.1. If requested by ENEL the Contractor shall be obliged to provide a financial guarantee in favour of ENEL as indicated in the Contract, as a guarantee for the obligations arising from the Contract.

19.2. The existence of a guarantee does not mean that the Contractor's liability is limited to the amount or period of validity thereof.

19.3. If the total value of the Contract were to increase during its execution, ENEL may ask the Contractor to provide a complementary financial guarantee with the same conditions indicated in the preceding sub-clauses.

19.4. The costs of the financial guarantee shall be borne by Contractor.

20. INTELLECTUAL PROPERTY

20.1. The Contractor shall guarantee ENEL, at all times and, if requested, that it shall undertake to prove with documentation, the legitimate use of trademarks, patents, utility models, industrial designs or necessary licenses on said rights, such as a compulsory license for carrying out business activities, when it requests special authorization for the performance of the contractual services, and that these trademarks and licenses do not infringe the rights of third parties.

20.2. In the event that a complaint is submitted pursuant to this article, the Contractor can, at its sole discretion and at its expenses: (i) obtain the right for ENEL to continue using the Product/Service in accordance with the terms of this agreement; or (ii) replace or modify the Product/Service to bring it into compliance, without a significant/material decrease of the functionalities of the Product/Services. If the Contractor notifies ENEL in writing declaring that the above-mentioned options are not reasonably available, ENEL may terminate the Contract for the non-complying Product/Service and the Contractor shall reimburse the considerations already paid for the period later than the date of termination of the Product/Service Contract.

In the case of licenses, they must be registered with the offices of the competent authorities, and ENEL reserves the right to ask the Contractor to produce the documentation and/or any certificates.

The Parties agree that, as for ENEL's products, samples or technical specifications that are delivered by ENEL to the Contractor in order to perform the Contract, the Contractor: (i) may not in any way copy, reproduce, process, translate, modify, adapt, develop, decompile, dismantle, subject to reverse engineering operations (or, in any case, subject to operations intended to extract the source codes) – in full or in part – any such ENEL products, samples or technical specifications, and (ii) shall ensure that the aforementioned prohibitions are complied with also by the authorized persons involved and possibly to be involved in the performance of the Contract by the Contractor.

20.3. The Contractor is responsible for obtaining concessions, permits and authorizations required by the holders of patents, models and related trademarks, as well as intellectual property rights. The Contractor shall be responsible for payment of any royalties or fees due on this basis.

In the case of supply contracts, if, as a result of a dispute by the owners or concessionaires of the rights referred to in this clause, ENEL is obliged to totally or partially modify the materials to be supplied under the Contract, they must be modified as soon as possible at the Contractor's expense, without this resulting in a deterioration of the quality of the supply, operating characteristics or warranties. If the above occurs, a new process for the approval of prototypes shall be carried out, where this is prescribed for the type of supply in question and before the materials are supplied.

If legal action is taken against ENEL by a third party for breach by the Contractor of the obligations referred to in the preceding sub-clause, the Contractor shall, at ENEL's request, be required to provide coverage (as indicated in clause 19 "FINANCIAL GUARANTEE") in regard to the value of the claims, within ten (10) calendar days.



20.4. The Contractor shall release ENEL from any liability for infringements of intellectual property rights that may occur and undertakes to do everything necessary to hold ENEL harmless with regard to any claims or lawsuits against it, and also undertakes to compensate ENEL for all losses or damages, whether direct or indirect, arising from claims or by subpoena.

Any claims, whether judicial or extrajudicial, made against the Contractor by third parties relating to intellectual property rights, shall be immediately reported to ENEL.

In any case, the Contractor shall provide compensation for any damage suffered by ENEL.

21. INDEMNIFICATIONS

21.1. The Contractor will defend ENEL against any claim, demand, suit or proceeding made or brought against ENEL by a third party (a) based on a breach by Contractor of its obligations under applicable Data Protection Laws and Regulations in the processing of ENEL Data submitted to or collected through the Services in compliance with this Agreement, and will indemnify ENEL from any damages, attorney fees and costs finally awarded against ENEL as a result of, or for amounts paid by ENEL under a court-approved settlement of, a Claim Against ENEL, provided ENEL (a) promptly gives Contractor written notice of the Claim Against ENEL, (b) gives Contractor sole control of the defense and settlement of the Claim Against ENEL (except that Contractor may not settle any Claim Against ENEL unless it unconditionally releases ENEL of all liability), and (c) gives Contractor all reasonable assistance, at Contractor's expense.

22. EXPORT LAWS

22.1. If the Products/Services are subject to export laws and regulations of the United States, ENEL will not use the products/Service in the companies who are ineligible to receive Products/Services under U.S. export control or trade embargo laws, rules and regulations.

23. LANGUAGE OF THE PRODUCTS

23.1. The products shall be provided in the languages of interest of ENEL; in case the products and corresponding documentation are not available in the requested language, the same shall be provided in English. If during the warranty period or during any service of maintenance and technical updating that was required after the warranty period, the originally requested language version of these products and related documentation, was made available, the Contractor undertakes to make available that version.

In any case, the products may still be installed and used by ENEL in all languages of its interest, among those made available from the manufacturer of the software products.

24. CONFIDENTIALITY

24.1. All elements that Enel makes available (verbally, in writing, in electronic format or in any other way) for the purposes of and/or while performing the contract, as well as all documents, information, specific knowledge (irrespective of how it has been collected, obtained or developed with regard to the contract) may only be used for the purposes of performing the contract itself and are confidential.

They may not be published or circulated without Enel's express written permission, with the exception of cases where the Contractor is legally obliged to do so or when requested by a Public Authority or when refusing to do so is illegal.

Further information may also be considered as having been made available by Enel (and which the Contractor therefore may not divulge).

Such further information includes any and all information made available to the Contractor by directors, managers, employees, Enel subcontractors or Enel affiliates (and associated directors, managers, employees,



subcontractors) who have had access to the information or have been involved in the process of making it available ("Enel Representatives").

24.2. For the purposes of the present document:

- The term "affiliate" refers to any company controlled by Enel or by Enel together with other parties, for as long as such control exists and during the period in which the information is made available;
- The term "control" refers to the direct or indirect ability to direct the company strategy and all cases in which any Enel Company which possesses more than fifty percent (50%) of the share capital or voting shares, either directly or indirectly, or in cases in which Enel may be considered the "Controller" of a specific company.
- Information that must remain confidential also includes any information regarding ENEL or ENEL representatives' products/samples/technical specifications, which may have been made available to the Contractor by ENEL or ENEL representatives during the performance of the Contract.

The Contractor may not, without written permission from ENEL, (i) copy, reproduce, translate, modify, adapt, develop, dismantle, separate, perform reverse engineering operations (or any operations for the purpose of extracting the source codes) - either completely or partially - from such products/samples/technical specifications and (ii) must ensure that the above mentioned restrictions are also complied with by Contractor's Representatives.

This obligation to maintain confidentiality also applies to economic, financial and technical documents as well as strategic plans, processes, patents, licences or any other information that either of the Parties has provided with regard to performing the Contract.

The following types of information are excluded from the obligation to maintain confidentiality:

- Information which becomes generally available to the public as a direct or indirect consequence of the obligation to maintain confidentiality having been violated or ignored;
- Information that the Party who receives it can prove it already had before or at the beginning of the performance of the Contract;
- Information that the Party who receives it can prove it received from third Parties not subject to confidentiality agreement.

24.3. In addition to ensuring that the information and data provided are complete, the Contractor (i) must restrict the publication of information reserved exclusively to these Representatives who genuinely need to have it due to their involvement in performing the Contract; (ii) will oblige the Contractor's Representatives to comply fully with the obligation to maintain confidentiality stipulated in this article; (iii) will be held responsible for any action or omission by the Contractor's Representatives which leads to any violation of the obligation to maintain confidentiality.

Any and all information and data provided may only be used for the purposes of performing contractual activities. ENEL reserves the right to take any legal action it considers necessary in order to defend its interest in case of any violation of the obligation to maintain confidentiality.

24.4. Both Parties must ensure that no confidential information is divulged during the performance of the contract and for a period of five (5) years after it has expired, except where this is unnecessary for the performance of the Contract or where required by law or by a Public Authority. When necessary, the Party which is asked to divulge confidential information must notify the other Party of this request (when legally possible) immediately, in order that the latter may take whatever action is necessary in order to protect its rights. The Parties shall only divulge information required by law and must obtain a statement from whoever receives the information that it will remain confidential.



24.5. Both Parties shall agree in writing regarding the content, means of communication and publication date of any press articles, news items or communications of any type which regard the Contract or any issues/information connected to it.

24.6. Confidentiality does not apply to any information made public before the expiry date of the Contract, or which becomes public at any time thereafter, if not caused by a violation of the confidentiality requirements by one of the two Parties.

24.7. If ENEL authorizes the subcontract or transfer of the Contract in writing, the Contractor must obtain a confidentiality agreement with the same conditions as in the present article.

24.8. Both Parties acknowledge and agree that damages may not represent sufficient compensation for the violation of confidentiality and that the Party that suffers the violation will have the right to attempt to obtain further and other remediation or prevent any possible violation or danger of such violation.

This type of remediation will not be considered the sole remediation but it will be in addition to any other forms of compensation in compliance with the applicable law.

In any case of confidentiality requirements violation, Enel can decide to terminate the Contract and in addition can propose an action aimed at obtaining compensation for damages.

24.9. With reference to the above, ENEL reserves the right to ask for assessments, with special attention to the security measures applied in cases where there is information considered and / or classified by ENEL as confidential.

24.10. At any time, if required by ENEL, the Contractor shall return or destroy, or request that its representatives return or destroy, all copies of confidential information in writing or otherwise in its possession or its representatives' possession; Furthermore, the Contractor will make all reasonable efforts or will request its representatives to make all reasonable efforts to return or destroy any associated data, stored in electronic format, and will confirm the destruction of such to ENEL within fifteen (15) days from the request.

24.11. Each Party acknowledges and agrees that the confidential information is and remains the exclusive property of the disclosing Party and its Representatives. Nothing contained in this Contract may be understood - unless it is expressly provided for and indicated in writing - as granting or conferring any license fee, either expressly or implicitly, or anything else regarding a possible intellectual property of the Party that discloses information concerning it, such as but not solely the rights of the Party that discloses in terms of patents, copyrights, inventions, discoveries or improvements made, conceived or acquired, both before and after the performance of this Contract.

25. PROCESSING OF PERSONAL DATA

25.1. By signing these General Conditions, ENEL and the Supplier recognize each other's right to proper processing of personal data and, in accordance to the requirements and obligations associated with the execution of the Contract, undertake to comply with the legislation applicable to processing of personal data and the Contract itself.

26. ETHICAL CONDUCT RULES

26.1. Introduction

26.1.1. In conducting its affairs and in the management of its relationships, the ENEL Group complies with the contents of its Code of Ethics, the Zero Tolerance Plan against bribery and Human Rights Policy.

The Contractor shall comply with equivalent principles in conducting its business activities and in the management of its relationships with third parties.

The Contractor declares that it takes note of the commitments assumed by ENEL with its Code of Ethics and declares that it undertakes to comply with legal regulations regarding the issue of the protection of child labour and women; equal treatment; the prohibition against discrimination; abuse and molestation; freedom of



association and representation; forced labour; safety and protection of the environment; hygienic sanitary conditions; as well as compliance with current laws regarding salaries, pension and social security contributions, insurance, tax, and all of this in regard to all the workers employed in any capacity to execute the Contract. ILO conventions or regulations in force, will be applicable in the country where the activities are performed, in case they are more restrictive.

In this respect, ENEL reserves the right to carry out any verification and monitoring activity aimed at checking compliance with the above-mentioned obligations by the Contractor and any subcontractors and to terminate the Contract with immediate effect if it ascertains that the above-mentioned obligations have been breached.

We would also like to point out that ENEL adheres to the Global Compact, and in compliance with the tenth Global Compact principle, it intends to pursue its commitment to the fight against corruption in all its forms. Therefore, ENEL prohibits any promises, offers, or requests of illegal payments, in cash or other benefits, with the objective of gaining an advantage in its relationships with stakeholders, and this prohibition is extended to all its employees. The Contractor declares that it takes note of the commitments made by ENEL and is obliged not to make any promises, offers or requests of illegal payments in executing this contract in the interests of ENEL and/or for the benefit of its employees.

If these obligations are breached, ENEL reserves the right to terminate the contract, and to require the Contractor to pay compensation for damages.

26.2. Conflict of Interest

26.2.1. While executing the Contract, the Contractor is obliged to exclusively consider ENEL interests, 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.

For the duration of the Contract, the Contractor undertakes to behave appropriately to avoid conflicts of interest. If any situation which might generate a conflict of interest arises - without prejudice the right of ENEL to terminate the Contract - the Contractor agrees to promptly inform ENEL in writing and to comply with the reasonable instructions of the latter, which shall be given after consultation and the assessment of the needs specified by the Contractor.

26.3. Company Health & Safety Clause

26.3.1. For ENEL, the protection of health and safety and physical and psychological integrity of persons, is not only a legal obligation but a moral responsibility, towards its employees and its contractors.

The goal of ENEL is to achieve a working environment with "Zero Accidents". In ENEL, no work can be done compromising safety. For this reason, as established in the Stop Work Policy, any risk situation or unsafe behaviour will determine the suspension of work and the restoration of safety conditions.

ENEL is strongly and constantly engaged in promoting and consolidating a culture of health and safety, promoting a greater focus and awareness of the risks and encouraging responsible behaviour on the part of those who work with us and for us.

The Declaration of Commitment to health and safety and of Stop Work Policy can be found at the following addresses: <http://globalprocurement.enel.com/it-IT/documents/documentation/safety/>

Contractors, in the performance of business activities, are expected to behave in line with the principles set out therein.



27. PROTECTION OF THE ENVIRONMENT

27.1. The Contractor undertakes to adopt appropriate measures to ensure the fulfilment of its environmental obligations required by applicable legislation.

28. GLOBAL COMPACT

28.1. The Contractor undertakes to take ownership and fully comply with the principles of the Global Compact, ensuring that all activities carried out by its own personnel, or that of subcontractors, comply with the above-mentioned principles.

28.2. The following are the principles of the Global Compact:

a) HUMAN RIGHTS.

One: Any business must support and respect the protection of internationally recognised human rights in conducting their business activities.

Two: Any business must ensure that they do not take part in human rights violations.

b) WORK.

Three: Any business must support freedom of affiliation and the effective recognition of the right to collective bargaining.

Four: Any business must support the elimination of all forms of forced labour carried out under duress.

Five: Any business must support the elimination of child labour.

Six: Any business must support the elimination of discriminatory practices in employment and education.

c) ENVIRONMENT.

Seven: Any business must conduct their affairs in a preventive manner to avoid potential damage to the environment.

Eight: Any business must support initiatives to promote greater environmental responsibility.

Nine: Any business must encourage the development and dissemination of technologies that respect the environment.

d) CORRUPTION.

Ten: Any business must work against corruption in all its forms, including extortion.

28.3. The Contractor undertakes to comply with applicable current legislation, bound by the above-mentioned principles, and undertakes to inform ENEL of any situation which may result in failure to fulfil these principles, as well as the plan to remedy such situations.

28.4. For the duration of the Contract, the Contractor agrees to allow ENEL to verify the degree of compliance with the requirements of this clause. ENEL may terminate the Contract, for reasons attributable to the Contractor, in cases in which it is justifiably and sufficiently aware that the Contractor or its subcontractors have violated any of the above-mentioned principles.



SECTION II – GENERAL PART

PROVISIONS APPLICABLE TO THE SOFTWARE REFERRED TO IN ARTICLE 1.1.

For the purpose of this section, the terms:

- “Documentation” means the technical operation/installation documentation of the Software;
- “Producer” means the Entity that owns the intellectual property of the Software.

The provisions of art. 8 “REPRESENTATIVE OF THE CONTRACTOR” and art. 13 “SUBCONTRACTING” of the Section I of the General Conditions - General Part do not apply to the software.

29. INTRODUCTION

29.1. The software licences object of this Contract can be installed and used by all companies of the Enel Group (including all current and future Enel Group companies) and its subsidiaries, wherever they are located. In this case, Enel retains the licence under its own name². Enel can, after giving advance notice to the Contractor, transfer the title to the licences object of the Contract to the Companies of the Enel Group, even if one of them leaves the Enel Group or if branches of said companies are sold in whole or in part. It is agreed that Enel can continue to provide the services based on the software to the companies to which it has transferred the licence.

The licences can be installed and utilized on “Infrastructures as a service” (IaaS) or “Platforms as a service” (PaaS) environments made available by third party Suppliers chosen by Enel.

In addition, Enel can grant use of the licenses also to third parties that operate on Enel's behalf, exclusively for the same purposes.

The licences object of this document are valid with a metric indicated in the Contract.

It is agreed that the licences are independent of the project for which they are originally intended.

30. USER LICENCE

30.1. Unless otherwise specified in the Contract, the Contractor grants to Enel the non-exclusive permanent licence, transferable to companies of the Enel Group and its subsidiaries, for use of the software and related documentation indicated in the licence. Said licence gives Enel the right to use the software and related documentation.

Unless otherwise specified in the Contract, the software provided under user licence can be installed and utilized on any processing system, independently of its type, architecture, and performance and at any site of interest to Enel.

The permanent user licences object of the Contract remain valid as provided by this section without any limits, even beyond the expiry of this Contract.

² Enel Group Company that stipulates the contract or in the name and on behalf of which it has been stipulated.



31. OWNERSHIP

31.1. In addition to the provision of clause 20 “INTELLECTUAL PROPERTY” of the Section I of the General Conditions – General Part, the intellectual rights to the software and related documentation object of the Contract remain the property of the Producer, which guarantees to hold the right to grant the licence to use the software and related documentation.

32. REPRODUCTION AND MODIFICATIONS OF THE SOFTWARE

32.1. Enel has the right to generate, for internal use and at no additional cost, copies of the magnetic supports on which the software is memorised, in the number corresponding to the number of licences provided by the Contract. The copy of the magnetic support on which the software is memorised does not give right to the being granted of the related licence.

The software cannot be decompiled, disassembled, interpreted, or reduced to comprehensible form in any way.

33. THE CONTRACTOR'S WARRANTIES

33.1. In addition to the provision of clause 16 “THE CONTRACTOR'S WARRANTIES” of the Section I - General Part, the Contractor guarantees that:

- it will correct the error of the malfunctioning software product/service within 90 days of the detection of the error/malfunction by Enel;
- it will replace the non-conforming software with equivalent software and/or perform the service again, in compliance with the documentation/technical operating specifications required by the Contract.



SECTION III – GENERAL PART

PROVISIONS APPLICABLE TO CLOUD SERVICES REFERRED TO IN ARTICLE 1.1.

34. INTRODUCTION

34.1. The on-cloud services object of this Contract can be used by Enel Group and the Companies controlled by Enel.

Enel may, after giving advance notice to the Contractor, allow companies of the Enel Group and Enel subsidiaries to access and utilise the service object of the Contract for the entire duration of validity of the service, also in the event that one of these companies leaves the Enel Group or that some company branches are sold in whole or in part.

In addition, Enel may assign the use of the services mentioned in this section also to third parties operating on behalf of the Enel Group, exclusively for the purposed of interest to the Enel Group. Any other use is not allowed without prior agreement between the Parties.

34.2. The data and/or contents that will be entered into the on-cloud service by Enel and that will be saved on suitable supports on the Contractor's systems, can reside only at data centres authorised by Enel.

In any case, unless expressly authorised by Enel as provided in the Contract, Enel's data can reside and be exchanged, in all cases, exclusively in and/or through infrastructures located in the territory of the European Union and European Economic Area (EEA).

34.3. The Contractor undertakes to adopt an operational continuity plan, in agreement with Enel RTO (Recovery Time Objective) and RPO (Recovery Point Objective) in the set of SLA according to the Technical Specification, if any, which makes it possible to limit to a minimum the consequences of any stoppage of the primary infrastructures.

34.4. All the logs generated or held in any way by the Contractor to fulfil the Contract are subject to the following provisions:

- all logs collected because of any applicable requirements by laws and/or regulations and/or orders are kept for the minimum time required by the respective provisions and are made available to Enel upon request;
- any and all logs whose retention is not required by legal provisions and whose retention is regulated by the Contract and/or its annexes shall be kept by the Contractor for the time specified by the Contract and shall be made available to Enel upon request;
- any and all logs whose retention is not required by legal provisions and whose retention is not regulated by the Contract and/or its annexes, but that the Contractor considers useful or necessary to provide the services must be authorised by Enel; these logs shall be kept by the Contractor for the time strictly necessary for the purpose for which they were collected. The logs shall be made available to Enel upon request;
- it is expressly agreed that if Enel needs to carry out investigations and/or verifications on the logs, the Contractor shall provide the support required.

34.5. Enel acknowledges that the Contractor, when performing the services object of the Contract, could have access to files and/or email messages and/or information (understood to include also personal data belonging to Enel) held by the Contractor and/or accessible to the Contractor.

34.6. It is expressly agreed that, if the Contractor fails to comply with even only one of the provisions of the preceding points, Enel shall have the right to terminate the Contract.



35. ENEL AUDIT RIGHTS

35.1. Contractor undertakes (for itself and for those of its Sub-processors) to enable the ENEL to audit the Services at the conditions specified below. As long as third party Sub-processors are concerned, Contractor will perform audits on such Sub-processors. Upon the relevant third-party Sub-processor's prior consent and upon ENEL's request, Contractor will share an executive summary of such audit's results with ENEL as part of ENEL's onsite audit of Contractor. Regarding the third party Sub-processors engaged in the processing of ENEL Data for Services as of the Effective Date, Contractor will be able to share executive summaries without the relevant third-party Sub-processor's prior consent.

Upon ENEL's request, Contractor agrees to provide ENEL with periodic updates about the remediation plan(s) Contractor shall put in place to address vulnerabilities found during an audit.

The following is applicable only for the Services purchased by ENEL under this Contract.

ENEL may audit Contractor for compliance with the technical and organizational measures as follows:

- (a) Upon ENEL's reasonable belief that Contractor is not in compliance with its security policies and procedures under the Agreement regarding ENEL Data submitted to the Contractor or if such assessment is required by ENEL's governmental regulators, ENEL may request, either itself or through a third party independent contractor selected by ENEL at ENEL's expense, a formal evidence (e.g. Auditors reports) of Contractor architecture, systems and procedures relevant to the security and integrity of ENEL Data submitted to the Contractor services.

ENEL must promptly provide Contractor with information regarding any non-compliance discovered during the course of an audit..

- (b) Contractor shall provide reasonable support during the course of such assessments, such as responding to information and clarification requests and providing required documentation to the extent that it pertains to the assessment's subject matter.
- (c) After conducting an assessment, ENEL must notify Contractor of the manner in which Contractor possibly does not comply with any of the technical and organizational measures, confidentiality or data protection obligations herein. Upon such notice, Contractor shall use reasonable efforts to make any necessary changes to ensure compliance with such obligations.

Moreover, Contractor will provide ENEL with a copy of externally available compliance reports including the SOC1 (SSAE 16/ISAE 3402 - formerly SAS 70) and SOC2 Type II reports for the applicable services detailing Contractor's compliance with industry ICT processes and standards.

These related reports will be produced by Contractor for the applicable Services On cloud at least once a year, and provide coverage for continuous audit periods for the Services Oncloud. Contractor's current practice as of the starting date of this Contract is to produce those reports twice a year and Contractor does not contemplate to change this practice. Should Contractor need to change this practice in the future, Contractor warrants ENEL to always remain in compliance with industry standards and Contractor's external auditors' recommendations.

For the SOC1 and SOC2 reports, Contractor produces a "Bridge Letter" on an ongoing basis as an assertion of the internal controls environment, for those ENELs relying on the Services for the purposes of financial reporting, in the interim between reporting cycles. For the applicable Services, Contractor will provide copies of externally available compliance reports and available SOC 1 and SOC2 bridge letters, upon ENEL's request, at any time ENEL requests it.

For clarity, the version of the Bridge Letter have to include the following statement: "As of the date of this letter, Contractor is not aware of changes to its internal controls that could materially and adversely affect the "security measures expressed in the previous Report.



36. CONTRACTOR'S OBLIGATIONS

36.1. When the effects of the Contract end for any reason:

- i. the Contractor must, upon written request by Enel, continue to provide the cloud service for a maximum period of 12 (twelve) months, if not differently stated in the Contract, at the same technical, financial, and contractual conditions in effect at the moment the Contract was terminated;
- ii. the Contractor must keep the Enel's personal data and/or material and/or documents present in the infrastructure that hosts the cloud service for a maximum period of 6 (six) months in order to allow Enel to regain possession of them. These Enel personal data and/or material and/or documents shall be in the specified format, which shall be communicated by Enel. It is agreed that the Contractor cannot, under any circumstances and for any reason, deny and/or hinder Enel's right to regain possession of its personal data and/or material and/or documents.

36.2. Enel can require the Contractor, during the period mentioned at point ii, to erase all personal data and/or material and/or documents of Enel, whether on paper or digital support, found on any infrastructure of the Contractor whatsoever, including back-ups and disaster recovery structures. Written communication of this erasure must be given to Enel within 5 (five) calendar days of said erasure.

36.3. Any software products included in the on-cloud services and related documentation shall remain the exclusive property of the Contractor. Enel cannot register any intellectual property rights on the software's functionalities made available through the on-cloud services.

37. SUSPENSION

37.1. Except for what is otherwise provided in the Contract, it is strictly forbidden to the Contractor to suspend the service object of the Contract, unless there are reasons, which Enel deems to be justified and which that must be received by Enel in writing with an advance notice of at least 15 business days.

Suspension of the on-cloud service shall be allowed only in cases of emergency in which there are reasonable and documented risks to the security of the on-cloud service such as: (i) use of the Services that does or could disrupt the on-cloud services or the infrastructure used to provide the services and (ii) unauthorized third-party access to the services. In any case, the Contractor undertakes to suspend the on-cloud service in a way that limits to a minimum the disruption of service to Enel.

38. PENALTIES/SERVICE CREDIT

38.1. The Contractor undertakes to comply with the levels of service, if any, specified in the Contract. In case of non-compliance with one or more levels of service, the penalties and/or Service Credits shall be applied, when provided in the Contract. It is agreed that the penalties and/or Service Credits do not exclude or limit Enel's right to being compensated for any additional damages.

38.2. The Contractor undertakes to keep up to date the control and monitoring system of the on-cloud service and of any changes that might be made, in a way that allows Enel to find the residual value of the Contract at any time by a simple request.

38.3. In the event that the amount of penalties or Service Credits exceeds the amount of the Contract by more than 10%, Enel reserves the right to terminate the Contract.

38.4. In case one or more SLAs [progress milestones] are violated, the Contractor must communicate to Enel, promptly and in writing (by registered letter with return receipt and/or certified email), within and not beyond 10 (ten) calendar days from the moment at which the report giving evidence of the violation is sent:

- i. the reasons for and all details of the event;



- ii. the reasons and corrective actions planned and those already implemented to prevent the continuation and/or repetition of the event.

39. THE CONTRACTOR'S WARRANTIES

39.1. In addition to the provision of clause 16 "THE CONTRACTOR'S WARRANTIES", of the Section I - General Part:

- the Contractor warrants that itself will not decrease the overall security of the Services for a maximum period of the Contract validity as stipulated in the Contract itself;
- in no case shall Contractor's responsibility for any services extend beyond the Point of Demarcation as defined in the Technical Specification.

40. EXPRESS TERMINATION CLAUSE

40.1. In addition to the provision of clause 18 "EXPRESS TERMINATION CLAUSE" of the SECTION I - GENERAL PART, ENEL may terminate the Contract immediately, without any need to give a warning, in case of significant failure, also due to subcontractors or any person appointed by the Contractor, to comply with the SLAs as ruled in the Technical Specification.

41. INTELLECTUAL PROPERTY

41.1. In addition to the provision of clause 20 "INTELLECTUAL PROPERTY" of the SECTION I - GENERAL PART, the following clauses apply in case of IAAS and PAAS :

41.1.1. ENEL shall own all of the documents, drawings, plans, computer programs, as well as copies thereof, it provides to the Contractor for the performance of the contractual services, as well as inventions, patents, utility models and other industrial property rights that are or will be necessary for the performance of the contractual services based on documentation provided by ENEL to the Contractor. The Contractor shall use them solely for the purposes of performance the Contract and must return them to ENEL, at all times taking appropriate precautions in relation to the processing, use and transfer of data to ensure security and non-disclosure, pursuant to art. 24 "CONFIDENTIALITY". The Parties agree that, as for ENEL's products ,samples or technical specifications that are delivered by ENEL to the Contractor in order to perform the Contract, the Contractor: (i) may not in any way copy, reproduce, process, translate, modify, adapt, develop, decompile, dismantle, subject to reverse engineering operations (or, in any case, subject to operations intended to extract the source codes) – in full or in part – any such ENEL products, samples or technical specifications, and (ii) shall ensure that the aforementioned prohibitions are complied with also by the authorized persons involved and possibly to be involved in the performance of the Contract by the Contractor.

41.1.2. The intellectual property rights and technology and methodology resulting from the services performed by the Contractor and the records that are created belong to ENEL, without giving the Contractor any right to increase the price specified in the Contract for the said service.

41.1.3. The drawings, documents, plans, computer programs as well as copies thereof, and in general any results (and related industrial and intellectual property rights, including but not limited to patent applications, pending patents, database rights, copyrights, trademarks, trade and industrial secrets rights and any applications thereto on a worldwide basis, software designs and models, know-how) generated by the Contractor during the performance of the Contract (the "Foreground IPRs") shall exclusively belong to ENEL, which will also automatically become the owner of any relevant working in progress, from time to time generated during the performance of the Contract . Each Party recognizes and agrees that each Party's Background IPRs shall remain exclusive property of such Party and the other Party shall have no claim in relation to any such right; such Background IPRs mean all present and future industrial and intellectual property rights, including but not limited to patent applications, pending patents, database rights,



copyrights, trademarks, trade and industrial secrets rights and any applications thereto on a worldwide basis, software designs and models, know-how, pertaining to each Party before the signature of this Contract or successively acquired in parallel projects outside of the scope of this Contract. Therefore, if the Contractor shall use its Background IPRs for the performance of this Contract, any Foreground IPRs belonging to ENEL shall be limited to the add-ons (the “Add-Ons”) , which are the additional parts (generated by the Contractor in performing the Contract on the basis of its Background IPRs) that do not, in any way, include or contain any of its Background IPRs. The Parties shall agree in writing the list of the issues constituting such Add-Ons previously and/or within 30 (thirty) days after the expiry or termination of the Contract.

41.1.4. In case of breach by the Contractor of the obligations related to industrial and intellectual property referred to in this article, ENEL has the right to terminate the Contract, without prejudice to its right to every action and compensation for any damages it has suffered.

42. CONFIDENTIALITY

42.1. In addition to the provision of clause 24 “CONFIDENTIALITY” of the Section I - General Part, the following clauses apply:

42.1.1. The Contractor is obliged to create and manage logical and physical data – using the best techniques and international best-practices available – in order to ensure the protection of such data from destruction, manipulation, unauthorized access or reproduction and, after the contract has expired, return any and all data, documents and information provided by ENEL or in its possession for the purposes of performing contractual activities, in addition to destroying all copies and archives it may have, unless it has received written permission to the contrary from ENEL.

42.1.2. If the information referring to or attached to the present Contract are classified by Enel as “highly confidential” the following rules must be applied:

- the password required to access IT Systems must be personal/individual, kept secret and changed every sixty (60) days; Access to IT Systems must be restricted to software/tools provided specifically in order to perform the activities required;
- using network services or connections for purposes not related to the activities to be performed is forbidden;
- any transactions performed using Enel IT Systems must not violate applicable local law;
- the workstation utilized (permanent or temporary) may not be connected to internet services other than those provided/authorized by ENEL and must have the required antivirus software installed. All measures must be taken in order to prevent the spread of viruses, malware and any other illicit software which may cause interruptions to service or loss of data;
- any email accounts, file saving or communication platforms (including social networks) must be provided or explicitly authorized by ENEL;
- sensitive data must be stored, transmitted or cancelled using suitable encoding software;
- modifying the System set-up in order to avoid security checks is forbidden.



SECTION IV – GENERAL PART

PROVISIONS APPLICABLE TO MAINTENANCE SERVICES REFERRED TO IN ARTICLE 1.1.

43. INTRODUCTION

43.1. The Contractor must allow access to the its premises to Enel or personnel authorised by the latter, on a date to be agreed upon with adequate prior notice; it must also allow access to the information and documents connected to the services object of the Contract. Unless otherwise provided by the Contract, access to the Contractor's premises can take place only once during each year of validity of the Contract and each access can have a maximum duration of three days; it will occur during normal working hours and in compliance with the Contractor's safety procedures and regulations.

If the Contractor is able to provide an audit SSAE 16 (or other equivalent standard) and holds the related certification, the verifications connected to the accesses to the premises above can be deemed to have been carried out.

43.2. The Contractor can provide the maintenance, technical support and technical update services object of the Contract also with the support of a "Service Company".

In the event that said services require intervention at Enel's premises and are provided by the Contractor with the support of a Service Company, the Contractor must communicate to Enel, before starting to provide the service:

- the corporate/firm name of the Service Company utilised in the support/maintenance activities;
- the list of names of the personnel of the Service Company involved in the activities, including personal details, position in the payroll book, and qualification.

43.3. Any changes to the maintenance services deriving from legal obligations shall be made by the Contractor without payment of any additional consideration.

44. CONTRACTOR'S OBLIGATIONS

44.1. The Contractor undertakes to provide the maintenance services with the utmost diligence, at high quality levels, and following best practices, in compliance with all applicable legal, administrative, and regulatory provisions and keeping Enel constantly informed of all critical elements that might arise when providing the maintenance services.

44.2. The Contractor declares, assuming all responsibility, that it has visited, inspected and gained full knowledge of the places at which it will have to provide the maintenance services, that it is aware of the safety regulations in effect at Enel, of the provisions of the law concerning safety, of the general and local conditions connected in any way with the performance of the services, and of all else, no better specified, that could influence, in any way, the performance of the maintenance services and related costs. If the Contractor fails to acquire or investigate in detail all or some of the information needed concerning any data, elements, or conditions regarding the performance of the maintenance service, this will not release the Contractor from any of its obligations and responsibilities towards Enel.

44.3. The Contractor undertakes to:

- i. carry out all activities needed to correctly provide the maintenance service in accordance with the provisions of the Contract;
- ii. provide to Enel, in order that the latter can utilise it, also through third parties expressly authorised by Enel, all information and documents concerning the activities carried out, material generated, and maintenance services. Enel can, at its own discretion, provide said documents to said third party companies, even if the documents are deemed to be confidential;



- iii. access the source codes of the software available to Enel, only and exclusively to provide the maintenance services; all other rights to access the source codes of said software are excluded.

44.4. The Contractor bears the entire risk and responsibility for the inability of the changes made to provide to Enel maintenance services free of faults, defects and inadequacies.

The Contractor shall be released from said risk and related responsibility in the case of changes requested by Enel only and exclusively if:

- i. the Contractor could not, in accordance with the standards of professional diligence, become aware the inadequacy of the changes requested or
- ii. the Contractor communicated said inadequacy to Enel in writing, without prejudice to the fact that, after said communication, the Contractor must not carry out the the changes authorised by Enel until Enel confirms to the Contractor in writing (under penalty of invalidity) its decision to make the change in any case.

44.5. The Contractor guarantees that:

- i. the maintenance services shall be provided with competence and care by qualified personnel;
- ii. everything that the Contractor will use when performing the maintenance services shall be owned by the Contractor and/or legally available to it.

44.6. With regard to any deliverable that will be released, the Contractor guarantees that:

- i. it will provide free of charge any activity required to remove faults and defects for the 6 (six) months following release into production;
- ii. it will be guided, for its design and production, by criteria of careful application of the best engineering practices, using up-to-date techniques and control methods in line with the best practices.

45. PENALTIES

45.1. The Contractor undertakes to comply with the levels of service, if any, specified in the Contract. In case of non-compliance with one or more levels of service, penalties shall be applied, when provided in the Contract. It is agreed that the penalties do not exclude or limit Enel's right to being compensated for any additional damages.

In the event that the amount of penalties exceeds the amount of the Contract by more than 10%, Enel reserves the right to terminate the Contract.

45.2. In case one or more SLAs are violated, the Contractor must communicate to Enel, promptly and in writing (by registered letter with return receipt and/or by certified email), within and not beyond 10 (ten) calendar days from the moment at which the report giving evidence of the violation is sent:

- i. the reasons for and all details of the event;
- ii. the reasons and corrective actions planned and those already implemented to prevent the continuation and/or repetition of the event.

46. EXPRESS TERMINATION CLAUSE

46.1. In addition to the provision of clouse 18 "EXPRESS TERMINATION CLAUSE" of the SECTION I - GENERAL PART, ENEL may terminate the Contract immediately, without any need to give a warning, in case of significant failure, also due to subcontractors or any person appointed by the Contractor, to comply with the SLAs as ruled in the Technical Specification.



SECTION V – GENERAL PART

PROVISIONS APPLICABLE TO THE SUPPORT SERVICES TO SOFTWARE AND CLOUD SERVICES REFERRED TO IN ARTICLE 1.1.

47. INTRODUCTION

47.1. In addition to the provision of clause 8 “REPRESENTATIVE OF THE CONTRACTOR” of the Section I of the General Conditions – General Part, the Contractor, if required by the Contract, shall be obliged to appoint and maintain, throughout the performance of its activities under Contract, one or more representatives with full power to discuss technical and financial matters, with particular reference to safety and occupational health, work-related social obligations and respect for the environment.

ENEL reserves the right, during the execution of the Contract, to refuse said representative(s) for just cause. In such a case, the Contractor shall be obliged to replace the representative(s) within ten (10) working days, unless otherwise indicated in the Contract.

48. PENALTIES

48.1. The Contractor undertakes to comply with the execution deadlines, if any, both partial and final. In case of non-compliance with the execution deadlines, penalties shall be applied, when provided in the Contract. It is agreed that the penalties do not exclude or limit Enel's right to being compensated for any additional damages.

In the event that the amount of penalties exceeds the amount of the Contract by more than 10%, Enel reserves the right to terminate the Contract.

48.2. In case one or more execution deadlines are violated, the Contractor must communicate to Enel, promptly and in writing (by registered letter with return receipt and/or by certified email), within and not beyond 10 (ten) calendar days from the moment at which the report giving evidence of the violation is sent:

- ii. the reasons for and all details of the event;
- ii. the reasons and corrective actions planned and those already implemented to prevent the continuation and/or repetition of the event.

49. TERMINATION

49.1. In addition to the provision of clause 18 “EXPRESS TERMINATION CLAUSE” of the Section I of the General Conditions – General Part, Enel may terminate the Contract immediately without any need to give a warning in the cases provided by law and/or in all cases provided in the Contract and/or in the following cases:

- inability of the Contractor to remedy any breaches of the relevant technical specifications and/or in case of repetition of errors or defects or non-compliance with respect to the instructions provided by ENEL;
- incorrect execution of the services covered by the Contract for reasons attributable to a subcontractor or any person appointed by the Contractor;
- refusal by the Contractor to begin the execution of activities under the Contract.

49.2. The Contractor is required to perform the contractual services ensuring full compliance with all applicable legal requirements related to the protection of the health and safety of workers in the workplace.

ENEL - at its sole discretion - may terminate the Contract in case of violations by the Contractor and/or any subcontractor, of even one of the requirements of current legislation on the protection of health and safety at work.



50. LABOUR LAW, HEALTH AND SAFETY AT WORK OBLIGATIONS

50.1. Introduction

50.1.1. The Contractor declares that it is aware of all the obligations and conditions regarding social security, health and safety at work, undertaking to act in compliance with the relevant provisions and also with the obligations and conditions set forth in the Contract.

50.1.2. The Contractor is solely responsible for the organization of the personnel it employs - in various purposes - to execute the Contract, so that its responsibilities are well defined and distinguished from those of ENEL.

50.2. The Contractor's obligations concerning health and safety at work

50.2.1. For the entire duration of the Contract, the Contractor is obliged to:

- employ properly trained and informed personnel in relation to the work to be performed and to the risks and preventive measures to be adopted;
- employ staff with appropriate qualification and certification in relation to the activities to be carried out, required by national legislation and ENEL procedures;
- provide the services in full compliance with the Contract, as well as comply with all provisions of applicable law, regulations, standards and techniques also required by the relevant authorities, in force at all times during its execution, and anything else that could affect the Contract. The Contractor directly assumes all its obligations and costs;
- use regularly employed personnel in accordance with current legislation, paying the remuneration due to its employees and paying all taxes, insurance, pension and social security contributions provided for by the law and applicable in accordance with collective bargaining agreements;
- comply with all applicable laws relating to the safety, hygiene and the health of workers.

50.2.2. The Contractor also undertakes to inform ENEL of the following, before contractual activities commence:

- the subcontracting of any part of activities under the Contract to third parties, where applicable;
- the names, personal details and the reference positions for insurance and social security purposes, certified by the relevant authorities, in relation to all personnel employed in any capacity to execute the Contract;
- any changes relating to personnel used to execute the Contract. ENEL reserves the right to carry out inspections at any time in order to ensure the fulfilment of this obligation.

50.2.3. The Contractor is solely responsible for the services carried out by its employees, in whatever way they are used to execute the Contract.

50.2.4. In case of failure to comply with the above-mentioned obligations, in whatever way it is ascertained, ENEL may terminate the Contract with immediate effect.

50.3. The Contractor's obligations concerning Subcontracting activities

50.3.1. In order to guarantee a proper selection of subcontractors, Contractors must check that subcontractors meet the Health & Safety requirements requested by the national regulations and by ENEL, relevant to subcontracted activities.

50.3.2. For the necessary checks for authorization purposes, the Contractor shall send ENEL, under his own responsibility, a declaration that proves that the subcontractor meets health and safety requirements. The Contractor shall also keep the relative subcontractor documentation for the entire contract duration, in order to permit ENEL to carry out checks or send such documentation to ENEL, where required by law.



51. THE CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES

51.1. In addition to the provision of clause 15 "THE CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES" of the SECTION I - GENERAL PART, nothing in the Contract shall exclude or limit the liability of either party for death or personal injury caused by that party's negligence or for fraud or fraudulent misrepresentation or for any other liability to the extent that the same may not be excluded or limited as a matter of applicable law

52. EXPRESS TERMINATION CLAUSE

52.1. In addition to the provision of clause 18 "EXPRESS TERMINATION CLAUSE" of the SECTION I - GENERAL PART, ENEL may terminate the Contract immediately, without any need to give a warning, in case of significant failure, also due to subcontractors or any person appointed by the Contractor, to comply with the SLAs as ruled in the Technical Specification.

53. INTELLECTUAL PROPERTY

53.1. In addition to the provision of clause 20 "INTELLECTUAL PROPERTY" of the SECTION I - GENERAL PART, the following clauses apply:

53.1.1. ENEL shall own all of the documents, drawings, plans, computer programs, as well as copies thereof, it provides to the Contractor for the performance of the contractual services, as well as inventions, patents, utility models and other industrial property rights that are or will be necessary for the performance of the contractual services based on documentation provided by ENEL to the Contractor. The Contractor shall use them solely for the purposes of performance the Contract and must return them to ENEL, at all times taking appropriate precautions in relation to the processing, use and transfer of data to ensure security and non-disclosure, pursuant to art. 24 "CONFIDENTIALITY". The Parties agree that, as for ENEL's products, samples or technical specifications that are delivered by ENEL to the Contractor in order to perform the Contract, the Contractor: (i) may not in any way copy, reproduce, process, translate, modify, adapt, develop, decompile, dismantle, subject to reverse engineering operations (or, in any case, subject to operations intended to extract the source codes) – in full or in part – any such ENEL products, samples or technical specifications, and (ii) shall ensure that the aforementioned prohibitions are complied with also by the authorized persons involved and possibly to be involved in the performance of the Contract by the Contractor.

53.1.2. The intellectual property rights and technology and methodology resulting from the services performed by the Contractor and the records that are created belong to ENEL, without giving the Contractor any right to increase the price specified in the Contract for the said service.

53.1.3. The drawings, documents, plans, computer programs as well as copies thereof, and in general any results (and related industrial and intellectual property rights, including but not limited to patent applications, pending patents, database rights, copyrights, trademarks, trade and industrial secrets rights and any applications thereto on a worldwide basis, software designs and models, know-how) generated by the Contractor during the performance of the Contract (the "Foreground IPRs") shall exclusively belong to ENEL, which will also automatically become the owner of any relevant working in progress, from time to time generated during the performance of the Contract. Each Party recognizes and agrees that each Party's Background IPRs shall remain exclusive property of such Party and the other Party shall have no claim in relation to any such right; such Background IPRs mean all present and future industrial and intellectual property rights, including but not limited to patent applications, pending patents, database rights, copyrights, trademarks, trade and industrial secrets rights and any applications thereto on a worldwide basis, software designs and models, know-how, pertaining to each Party before the signature of this Contract or successively acquired in parallel projects outside of the scope of this Contract. Therefore, if the Contractor shall use its Background IPRs for the performance of this Contract, any Foreground IPRs belonging to ENEL shall be limited to the add-ons (the "Add-Ons"), which are the additional parts (generated by the Contractor in performing the Contract on the basis of its Background IPRs) that do not,



in any way, include or contain any of its Background IPRs. The Parties shall agree in writing the list of the issues constituting such Add-Ons previously and/or within 30 (thirty) days after the expiry or termination of the Contract.

In case of breach by the Contractor of the obligations related to industrial and intellectual property referred to in this article, ENEL has the right to terminate the Contract, without prejudice to its right to every action and compensation for any damages it has suffered.