

ANNEX 1: OPEN POWER GRIDS IP Framework

Art. 1. Definitions

A. "OPEN POWER" is a registered trademark of Enel S.p.A., which shall be used by the Association as name together with the name "Grids", according to the relevant authorisation issued by Enel S.p.A. In order to be consistent with such authorisation, the name of the Association shall be promptly changed and any use of the name "Open Power Grids" shall be discontinued, should the Founding Member withdraw for any reason from the Association or should the purpose of the Association change. In any case, the Founding Member commits itself to exercise its right of withdrawal in good faith and in a manner that does not prevent the Association from continuing to operate.

B. "Adopted Functional Specifications" means the final version and content of a Specification that has been approved by the OPEN POWER GRIDS Association (the "Association") according to the procedure described in Articles 36 and 37 of the Articles of Association.

"Proposed Functional Specifications" means, on the other hand, new specifications and/or any additions and/or changes to existing OPEN POWER GRIDS Functional Specifications and Adopted Functional Specifications that are submitted by the Proponent to the Technical Committees ("TCs") with the aim of obtaining approval of such Proposed Functional Specifications to become Adopted Functional Specifications.

"Existing Functional Specifications of OPEN POWER GRIDS" means the Functional Specifications in the ownership of the Founding Member or the other Members, access to which has been granted to the Members at the time of establishment/membership of the Association pursuant to the licence provided for in Article 2.2 of this IP Framework.

C. "Proponent" means, pursuant to Article 36 of the Articles of Association, any Member or a plurality of Members submitting one or more Proposals for Functional Specifications to the TCs.

D. "Conforming Implementation" means any product of the Member (e.g., but not limited to, device, hardware, software or firmware) or service that fully conform to the existing OPEN POWER GRIDS Functional Specifications and/or Adopted Functional Specifications.

E. "Member(s)" means any Member of the Association who has accepted the Articles of Association and signed the Membership Agreement.

F. "Minor, non-technical, and non-significant changes" means only strictly necessary changes made to a document containing Adopted Functional Specifications or existing Functional Specifications of OPEN POWER GRIDS, with the aim of simplifying their use for internal adoption. Minor, non-technical, non-significant changes are limited, by way of example, to changing references to the applicable law.

G. "FRAND License" means a non-exclusive license for Necessary Patent Applications on fair, reasonable and non-discriminatory terms and conditions, whereby the right to make, have made, use, import, sell, offer for sale, promote or otherwise distribute and dispose of the compliant implementation is granted, excluding the right to sublicense. This FRAND license for necessary patent applications shall only be transferable by the licensee with the written consent of the licensor.

H. "Royalty-Free License" means a royalty-free, worldwide, perpetual, non-exclusive, non-transferable and unlimited license to the Necessary Patent Applications, as the case may be, but does not include any right to grant sub-licenses, except to make, use, import, sell, offer for sale, license, promote or otherwise distribute and dispose of the Compliant Implementation.

I. "Necessary Patent Applications" means those Applications (or requests) for all patents issued worldwide that a Member or non-Member, as applicable, owns or is entitled to and that: (a) cover or relate directly to one or more of the Proposed Functional Specifications and/or the Adopted Functional Specifications, as the case may be; and (b) could reasonably be necessarily infringed by a conforming implementation of any Proposed Functional Specification, if approved as an Adopted Functional Specification, and/or an Adopted Functional Specification, as the case may be, where such infringement could not have been avoided by another commercially reasonable conforming implementation not in violation of such Proposed Functional Specification and/or Adopted Functional Specification, as the case may be, and such infringement is necessary to meet the implementation requirements of the Proposed Functional Specification and/or Adopted Functional Specification, as the case may be. If a Member asserts that any claim is not a Necessary Patent Application on the basis that there is a commercially reasonable alternative to implementation in violation of the Adopted Functional Specifications, such Member shall provide sufficient documentation to the Board of Directors certifying that such commercially reasonable alternative is available. When applicable, Necessary Patent Applications shall also indicate utility models and industrial designs on the same specifications and rules described therein.

J. "Background IP" means any patents, patent applications, patent notices, inventions and improvements (whether patentable or not), copyrights and copyrighted works (including computer programs), relevant records and applications, including software, firmware or source code, trade secrets, know-how, database rights, designs and any other form of intellectual property, including trademarks (collectively referred to as "Intellectual Property") owned

by the Association's Members prior to the establishment of the Association and/or the accession of new Members.

Art 2. License

2.1. Proposal of License for Functional Specifications. To the extent that the Proposed Functional Specifications or any Functional Specifications subsequently adopted on the basis of such Proposed Functional Specifications developed in the context of the Association are or may be subject to copyrights owned by a Proponent, such Proponent shall grant an unrestricted, perpetual, non-exclusive, royalty-free, worldwide right to the Association to any copyright in such Proposed Functional Specifications, including the right to sublicense. Such license shall include the right to copy, publish and distribute the Proposed Functional Specifications among the Members and to prepare derivative works and have them be prepared based on or embedding all or any part of the Proposed Functional Specifications; the license for such derivative works shall have the same purpose as the license for the original Proposed Functional Specifications.

2.2. License adopted for the Functional Specifications and granted to the Members.

The Association grants to its Members a license which is unrestricted, non-exclusive, royalty-free, worldwide, non-transferable, non-sublicensable (except to third party contractors, subcontractors, and each Member's parent, subsidiary, and/or related companies) to access and use all Adopted Functional Specifications and existing Functional Specifications of OPEN POWER GRIDS. Members may create Proposed Functional Specifications including changes to the Adopted Functional Specifications and existing Functional Specifications of OPEN POWER GRIDS according to the process set forth in Article 36 of the Articles of Association and, if necessary, to achieve the objectives of the Association. This license does not grant members the right to adapt, modify or share

unapproved versions of the Adopted Functional Specifications and the existing Functional Specifications of OPEN POWER GRIDS, except for the introduction of minor, non-technical, non-significant changes. Notwithstanding Article 6.4, if a Member introduces minor, non-technical, non-significant changes, it should remove any origin marking related to another Member (including trademarks) reported in that version of the document for historical or other reasons.

The Association is to be held harmless from any liability arising from the use by Members or third parties of Functional Specifications in versions that do not strictly conform to those published on the Platform.

In the event that a Member uses or disseminates to third parties a Functional Specification that does not conform to the original published on the Association's platform, it shall assume full responsibility for any negative consequences that may ensue and commit itself to remove from the document any markings that may lead it back to the Open Power Grids Association and/or its Members.

2.3. FRAND License for Necessary Patent Applications. Each Proponent agrees to negotiate in good faith the granting to any other Member of a FRAND License for any Necessary Patent Application on such terms and conditions as may be agreed between such Members. The Association strongly recommends that Members grant each other a royalty-free license for any Necessary Patent Application. The foregoing shall not be construed to obligate a Member to grant any FRAND License or to grant such FRAND License on any of its Necessary Patent Applications when such Necessary Patent Applications are not part of a Functional Specification proposed by that Member. This provision is without prejudice to the obligation of all Members set out in Article 3 of this IP Framework.

2.4. No New Ownership for Members. Members do not receive any new ownership or title to any intellectual property rights owned by the Association or other

Members of any kind, including but not limited to Functional Specifications, documentation or derivative works, trademarks or other proprietary designs from OPEN POWER GRIDS or other Members as a result of their membership in the Association.

Art. 3 Disclosure of Necessary Patent Applications

3.1. Disclosure of Necessary Patent Applications. Each Member must disclose its Necessary Patent Applications relating to the relevant Proposed Functional Specifications and/or Adopted Functional Specifications (including, by way of example, any Necessary Patent Applications of a Member's Affiliate and/or a Non-Member). The Association shall prepare a declaration form to be used by the Members to communicate the above. Said form shall be consistent with the terms of this Article. Each Member is encouraged to communicate information on intellectual property rights associated with any proposed Functional Specifications as soon as possible.

Art 4. Withdrawal

4.1. Prohibition of Withdrawal from Functional Specifications Proposed. Functional Specifications, once received by the Association and/or the competent TC, may not be subject to withdrawal by the Proponent.

4.2. Survival of the License. The license obligations of a Member under Article 2 agreed upon prior to its withdrawal from the Association shall survive such withdrawal and extend to all licensees and sub-licensees, including Members who join the Association after the withdrawal of the withdrawing Member.

4.3. Rights after Withdrawal. Except as explicitly described in this OPEN POWER GRIDS IP Framework, a former Member shall have no further obligations to the Association or its Members with respect to the intellectual property rights developed by such Member after its withdrawal from the Association.

Art. 5. Confidentiality

5.1. All Adopted and existing Functional Specifications of OPEN POWER GRIDS, with the exclusion of the Proposed Functional Specifications, shall be considered non-confidential information, irrespective of any markings contained therein or related thereto.

5.2 All information other than that referred to in subsection 1 shall, on the other hand, be considered confidential vis-à-vis third parties and shall only be accessible to members of the association, subject to the limits set by antitrust law.

5.3 The exchange of confidential information between the association and third parties shall be subject to appropriate confidentiality agreements.

Art 6. Name and Trademark

6.1. Name of the Association. Members may use the name "OPEN POWER GRIDS" on the Members' website, advertising and/or promotional material only to distinguish Conforming Implementations and according to guidelines to be adopted by the Association. Failure to do so may result in suspension and termination of membership in accordance with Article 10 of the Articles of Association.

6.2 Trademark of Another Member. Except as permitted by written instructions or guidelines issued by another Member, no Member may use the name or any trademark or logo of another Member without the prior consent of that other Member.

6.3. License of the Member's trademark to the Association. By joining the Association and signing the relevant agreements, the Members agree that the Association shall have the right to place the name and logo of the Member on the Association's platform, website, advertising and/or promotional materials, in accordance with the written instructions and limitations provided to the Association by the Member.

6.4. Enel® Trademark. Enel® is a registered trademark owned by ENEL S.p.A. If, for historical or ancillary reasons, a document containing OPEN POWER GRIDS

Functional Specifications or Adopted Functional Specifications bears the Enel® trademark, this shall not imply that ENEL S.p.A grants any license, authorization, assignment of rights, acceptance or other right to the Enel® trademark to the Member owner of such document.

Art. 7 Ownership of Adopted Functional Specifications in the Event of Dissolution of the Association

7.1 In the event of dissolution of the Association, the Members of the Association shall have co-ownership of the intellectual property rights of the Association's Adopted Functional Specifications. This system shall include a license to the intellectual property rights of the Members, which have been placed at the basis of or included in the Adopted Functional Specifications. The Members will therefore be authorized to independently use the specifications, by virtue of this co-ownership system, without the need for further authorization from the other Members. In any case, the Member shall not be authorized to use the name of the Association or its Members when the technical specifications are modified.