

ANNEX 1: OPEN POWER GRIDS IP Framework

Art. 1. Definitions

A. "OPEN POWER" is a registered trademark of Enel S.p.A., which will be used by the Association as a name together with the name "Grids", according to the relative authorization issued by Enel S.p.A. For the purposes of consistency with this authorization, the name of the Association must be promptly changed and all use of the name "Open Power Grids" will cease, in the event that any Company of the Enel Group is no longer a Member of the Association or the purpose of the same changes. In any case, the Enel Group company undertakes to exercise its right of withdrawal in good faith and in ways that do not prevent the Association from continuing to operate.

B. "Adopted Functional Technical Specifications" means the final version and content of a Specification that has been approved by the OPEN POWER GRIDS Association (the "Association") pursuant to the process described in the Articles 33 and 34 of the Articles of Association (AoA).

"Proposed Functional Technical Specifications" means new specifications and/or any additions and/or modifications to existing OPEN POWER GRIDS Functional Technical Specifications and Adopted Functional Technical Specifications which are submitted by the Proponent to the Technical Committees ("TCs") with the objective of obtaining an approval of such Proposed Functional Technical Specifications to become Adopted Technical Specifications in accordance with Articles 36 and 37 of the AoA.

C. "Proponent" means, in accordance with Article 33 of the AoA, a single Member or a plurality of Members of the Association that submit one or more Proposed Functional Technical Specifications to the TCs.

D. "Compliant Implementation" means any Member's product (e.g., but without limitation, device, hardware, software, or firmware) or service that fully complies with the OPEN POWER GRIDS Functional Technical Specifications and/or Adopted Functional Technical Specifications.

E. "Member(s)" means any Member in the Association that accepted the AoA and executed the Accession Agreement.

F. "Minimal, Non-technical and Non-substantial Changes" means only those strictly needed changes done by a Member to a document containing Adopted Functional Technical Specifications or OPEN POWER GRIDS Functional Technical Specifications, with the aim of simplifying its use for internal adoption. The Minimal, Non-technical and Non-substantial Changes are limited to amending references within what is required by applicable law.

G. "FRAND License" means a non-exclusive license to Necessary Patent Claims on fair, reasonable and nondiscriminatory terms and conditions, without a right to sublicense, to make, have made, use, import sell, offer to sell, put into the stream of commerce in any way, promote or otherwise distribute and dispose of the Compliant Implementation. Such FRAND License to Necessary Patent Claims shall be transferable by the licensee only with the written consent of the licensor.

H. "Royalty Free License" means a no cost, worldwide, perpetual, non-exclusive, non-transferable, unrestricted license to the Necessary Patent Claims, as applicable, but does not include any right to grant sublicenses, with the exception to make, have made, use, import, sell, offer to sell, license, promote or otherwise distribute and dispose of the Compliant Implementation.

I. " Necessary Patent Claims" means those requests for all patents (or applications) issued throughout the world which an

Associate or non-Associate, as the case may be, owns or are entitled to and which: (a) cover or relate directly to any or more Proposed Specifications and/or adopted Functional Technical Specifications, as the case may be; and (b) could reasonably be necessarily infringed by a conformant implementation of any proposed functional technical specification, if approved as an adopted functional technical specification, and/or an adopted functional technical specification, as the case may be, where such a violation could not have be prevented by another compliant and reasonable non-infringed implementation of such Proposed Functional Technical Specification and/or Adopted Functional Technical Specification, as the case may be, and such violation is necessary to meet the implementation requirements of the Proposed Technical Specification and/or the Functional Technical Specifications Adopted, as appropriate. If an Associate asserts that any claim is not a necessary Patent Application on the grounds that there is a commercially reasonable alternative to implementation in violation of the Adopted Functional Technical Specification, such Associate shall provide the Board of Directors with sufficient documentation evidencing the availability of such a commercially reasonable alternative. When applicable, necessary patent applications will 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 or not patentable), copyrights and copyrighted works (including computer programs), records and applications relating thereto, 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 Members of the Association prior to the formation of the same and/or the accession of new Members.

Art 2. Licenza

2.1. Proposed Functional Technical Specifications License. To the extent that Proposed Functional Technical Specifications, or any subsequent Adopted Functional Technical Specifications based on those Proposed Specifications developed in the context of the Association, are or may be subject to copyrights owned by a Proponent, such Proponent shall grant an unlimited perpetual, non-exclusive, royalty-free, world-wide license, to the Association over any copyrights in such Proposed Functional Technical Specifications, including the right to sub-license. Such a license shall include the right to copy, publish and distribute the Proposed Functional Technical Specifications among the Members and to prepare and have prepared derivative works that are based on or incorporate all or part of the Proposed Functional Technical Specifications; the license to such derivative works to be of the same scope as the license of the original Proposed Functional Technical Specifications.

2.2. Adopted Functional Technical Specifications License to Members. The Association hereby grants to the Members, an unlimited, non-exclusive, royalty free, world-wide, non-transferable, including have-made rights, non-sublicensable (except to third party subcontractors), license to access and use all Adopted Functional Technical Specifications and OPEN POWER GRIDS Functional Technical Specifications. Member are allowed to create Proposed Functional Technical Specifications including changes to the Adopted Functional Technical Specifications and OPEN POWER GRIDS Functional Technical Specifications according to the process of Article 36 of the

AoA, and as necessary to fulfil the goals of the Association. This license does not grant Members the right to adapt, amend or share non approved versions of the Adopted Functional Technical Specifications and OPEN POWER GRIDS Functional Technical Specifications, with the only exception of introducing Minimal, Non-technical and Non-substantial Changes. Without prejudice of Article 6.4, If a Member introduce Minimal, Non-technical and Non-substantial Changes, such Member should remove any remaining marking of origin of another Member (including trademarks) included in such version of the document due to historical or other incidental reasons.

2.3. FRAND License for Necessary Patent Claims. Each Member agrees to negotiate in good faith for the grant to each other Member a FRAND License to any Necessary Patent Claims upon such terms and conditions as may be agreed to between such Members. The Association strongly recommends Members grant to each other a Royalty Free License to any Necessary Patent Claims. The foregoing shall not be construed as requiring an Associate 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 Technical Specification proposed by that Associate . This provision is without prejudice to the obligation of all Associates set forth in Article 3 of this IP Framework.

2.4. No New Ownership for Members. Members receive no new ownership in or title to any Intellectual Property Rights ("IPR") owned by the Association or other Members of any kind, including but not limited to functional technical specifications, documentation, or derivatives thereof, trademarks, or other design owned by OPEN POWER GRIDS or other Members as a result of their participation in the Association.

Art. 3 Disclosure of Necessary Patent Claims

3.1. Disclosure of Necessary Patent Claims. Each Member shall disclose whether such Member has any Necessary Patent Claims (including without limitation, any Necessary Patent Claims of an Affiliate of a Member and/or a Non-Member) relating to the applicable Proposed Functional Technical Specifications and/or Adopted Functional Technical Specifications without any delay. The Association shall develop a declaration form to be used by Members in disclosing the above, which form shall be consistent with the terms of this article. Each Member is encouraged to disclose as soon as possible IPR information associated with any Proposed Functional Technical Specifications.

Art 4. Withdrawal

4.1. No withdraw of Proposed Functional Technical Specifications. Proposed Functional Technical Specifications, once received by the Association and/or the relevant TC, may not be withdrawn by the Proponent.

4.2. Survival of License. A Member's obligations to license under Article 2 made prior to its withdrawal from the Association shall survive such withdrawal, and shall extend to all licensees and sub-licensees, including Members that join the Association after the withdrawing Member's withdrawal.

4.3. Rights after Withdrawal. Except as explicitly described in this OPEN POWER GRIDS IP Framework, a prior Member shall have no other obligations to the Association or its Members as to IPR developed by such Member after its withdrawal from the Association.

Art. 5. Non-Confidentiality

5.1. Non-Confidential. All Proposed Functional Technical Specifications, and other technical materials shared with the Association for the purpose of developing an Adopted Functional Technical Specifications, will be considered non-confidential

information, regardless of any markings to the contrary included thereon or related thereto.

5.2 All information, documents and/or materials shared by Associates with TCs in the context of their activities will be considered non-confidential. In any case, before sharing such information and documents, Associates may make a written request to the Secretary of the TC so that such information, documents and materials are considered confidential in whole or in part. The TC secretary will evaluate the request and respond to the Associate without delay. Should the information or document be classified as confidential in whole or in part, such information or document cannot be included in any Functional Technical Specification, nor disclosed by the Associates to third parties outside the Association.

Art 6.
Denomination and Trademark

6.1. Association denomination. Members can use the denomination "OPEN POWER GRIDS" on Members' web site, advertising and/or promotion materials only for distinguishing Compliant Implementations and in accordance with guidelines to be adopted by the Association. Noncompliance with this clause could entail the suspension and termination of the membership in accordance with Article 10 of the AoA.

6.2. Another Member's trademark. Except as may be allowed pursuant to written instructions or guidelines issued by another Member, no Member shall use the name or any trademark or logo of another Member without such another Member's prior consent.

6.3. Member's trademark license to the Association. By entering the Association and executing the relevant agreements, Members agree that the Association shall have the right to list the Member's name and logo on the Association platform, web site, advertising and/or promotion materials, in accordance with

written instructions and limitations provided to the Association by Member.

6.4. Enel® Trademark. Enel® is a registered trademark property of ENEL S.p.A. If for historical or other incidental reasons, a document containing OPEN POWER GRIDS Functional Technical Specifications or Adopted Functional Technical Specifications contains the trademark Enel®, this will not entail that ENEL S.p.A grants a license, authorization, assignment of rights, acceptance, or any other right over the trademark Enel® to the Member holding such document.

Art. 7 Ownership of the technical specifications in the event of dissolution of the Association

7.1 In the event of dissolution of the Association, the members of the same will have co-ownership of the intellectual property rights of the technical specifications adopted by the Association. This regime will include a license to the Associates' intellectual property rights, whether underpinning or included in the technical specifications. The Associates will therefore be authorized to independently exploit the technical specifications, under this co-ownership regime, without the need for further authorization from the other Associates. In any case, the Associate will not be authorized to use the name of the Association or its Associates when the technical specifications are modified.