



elewit

Una empresa de Redeia

Participation terms and conditions

'Next Generation of Meters' Challenge

June 2025

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1 Purpose

The purpose of these participation terms and conditions (hereinafter, the '**Terms**') is to regulate the terms and conditions of the call for participants titled 'Next Generation of Meters' Challenge (hereinafter, the '**Challenge**') related to the continuous development process of electricity measurement services and the gathering of the data required for settlement of the associated energy and services, promoted by Red Eléctrica de España, S.A.U. (Hereinafter '**Red Eléctrica**') with CIF (Tax Code) xxxxxxxx and registered offices in Paseo Conde de los Gaitanes n.º 177, Alcobendas, 28109 y Elewit, S.A.U. (Hereinafter '**Elewit**'), with CIF (Tax Code) A-88409990 and registered offices in Paseo Conde de los Gaitanes n.º 177, Alcobendas, 28109, Madrid (Spain), both companies being subsidiaries of **Redeia**.

The Challenge has been designed to enable Red Eléctrica to experience, test and analyse the current services and capacities of the meters that Red Eléctrica has been assigned to read using the DLMS/COSEM protocol rather than the current IEC-870-5-102. This is all enabled by a technological foundation, with Elewit and Red Eléctrica jointly promoting the initiative.

To this end, Elewit is launching an open call for submissions of innovative products and solutions for the purposes specified in this document (the '**Proposals**').

'Next Generation Meters' Test Protocol

Requests for mandatory tests to be performed on the meters using the DLMS/COSEM protocol are:

- Date and time
- QH measurements
- Synchronisation
- Equipment setup (serial number, TT ratio, TI ratio, etc.)
- Optional: QH measurements with signature (load and check), geolocalisation.

2 Validity period

The Challenge consists of three key periods:

Phase 1 - Registration period: from 10th June to 24th June.

- Participants must submit their company data and accept these Terms by completing the following [form](#).

Phase 2 - Proposal preparation period: from 1st June to 18th June.

- Participants who have agreed to these Terms and have registered and received confirmation to continue on to Phase 2 must demonstrate and provide evidence of the functionality of the equipment/solutions according to the requirements indicated through their own facilities and the capacity and supporting model for conducting the Phase 3 tests.
- Participants must send their Proposal to innovationlab@elewit.ventures before the deadline for taking part and registering in the Elewit evaluation process.
- Elewit will assess the various proposals received by the deadline established by Elewit and it may select as many as it sees fit for carrying out the challenge. Elewit may contact the Participants in the challenge to gather any additional information it may require.

Phase 3 - Period for carrying out the Proposal: from 1st September to 31st October, together with Red Eléctrica, the selected Participants will conduct the tests involved in the challenge.

Prior to this date, Participants must have enabled the meter(s) in their facilities following the protocol, as specified in the documentation that Red Eléctrica will send in advance.

Tests:

- The tests will be conducted at Red Eléctrica's facilities using Red Eléctrica's own equipment, with support for the process provided remotely by the Participant, following joint planning between the parties.
- The tests will be carried out on the enabled meter(s) using the MDC communication software developed and adapted by Red Eléctrica¹.
- Red Eléctrica will provide the appropriate communication means to carry out the specified tests between the meters and a testing environment (software) within its facilities.
- The supplier's support will be required during the tests to resolve queries, provide confirmations, or to determine discrepancies.

3 Geographic scope

There is no specific geographic restriction. Therefore, the Challenge is open to any national or international individual or entity that meets these Terms' requirements.

4 Right to participate

Eligible Participants are entities and legal persons (including duly authorised natural persons acting as representatives over 18 who meet the requirements of these Terms) who register and apply by accepting their obligations and content of these Terms by completing the registration process on time and in form (hereinafter the '**Participants**').

Participants must have and prove that they have authorisation to use at least one electricity meter with conformity assessment (according to Royal Decree 1110/2007) and demonstrable reference of equipment deployment based on the DLMS protocol.

Participation in this Challenge is limited, meaning each Participant may only enter once and submit only one Proposal per company.

- a) Failure by the Participants to meet any of the requirements outlined in these Terms will result in disqualification from the Challenge.
- b) The following individuals are also excluded from participation:
 - i. Entities or employees that are part of Redeia's business.
 - ii. Members of the team that will evaluate the Participants' entries, shall consist of:
 - Business experts from Red Eléctrica.
 - Technology and innovation experts from Elewit.
 - Furthermore, Elewit may designate any other member of recognised prestige to the team at its discretion.

¹ In case of need indicated by Red Eléctrica, the process could be adapted to the use of the HES (Head End System) provided by the Participants.

- iii. Individuals with a first- or second-degree family relationship (by blood or marriage) with any of the above.

5 Participation process and selection criteria

Participants who successfully registered in Phase 1 will receive a formal invitation from Elewit to participate in Phase 2.

The evaluation team will assess the proposals received during Phase 2 considering the following criteria applicable to the challenge.

- The technical viability of the solution to adapt the protocol and conduct the tests according to the Terms.
- Degree of innovation and/or maturity of the proposed solution.
- Evidence submitted.

To suitably assess these criteria, the Proposal must include the following documentation which must be no more than 30 pages long:

- Technical approach of the proposed solution.
- Evidence of compliance of the DMLS protocol and companions used.
- Support model proposed during the Red Eléctrica tests.

Optional documentation that will not affect the proposal selection criteria.

- (No more than five pages): Clarification of the supplier's availability to carry out the tests from the proprietary HES and high-level details of the software/system design for the test.
- (Without page limit): Value-added elements or additional capabilities used on equivalent equipment that might be of interest to the system operator.
- (No more than ten pages): Proposal including a presentation with an introduction to the Participant and their services.
- (No more than ten pages): A comparison between the IEC-870-5-102 and DLMS protocols.

Up to five winning Proposals will be selected in this Challenge - one for each electrical subsystem. These will be the top-scoring Proposals (hereinafter the '**Winning Proposals**') in accordance with the Criteria. The Challenge may be declared void if the Jury and Elewit decide not to select any winners, as there is no minimum required.

6 Announcement of Selected Proposals for the Challenge

On 31st July 2025, Elewit will contact the selected Participants by phone or email (at Elewit's discretion) to inform them that their Proposals have been selected. The results of the Challenge and the Selected Proposals will also be communicated to the rest of the Participants.

Elewit is expressly authorised - but not obliged - to officially publish the Selected Proposals for the Challenge on its website and main social media channels. Likewise, it may organise other events, webinars, or media activities to provide external visibility for the companies and their capabilities to other relevant stakeholders within the innovation ecosystem, system participants, and potential clients, such as transmission system operators (TSO), distribution system operators (DSO), and other relevant members of the energy forum.

These actions will be complemented by social media posts on Elewit's profiles (e.g., Twitter and LinkedIn) and other content highlighting the companies and their Challenge-related technologies.

7 Privacy

Participants agree to maintain strict confidentiality regarding any information (oral or written and in any format) relating to Elewit, Red Eléctrica, or third parties, obtained during the Challenge. This includes, but is not limited to, knowledge, results, and intellectual property acquired through participation (including pre-Challenge documentation). Participants will not use this information for their own or any third party's benefit, outside the scope of the Challenge. This covers all information, ideas, concepts, reports, drawings, diagrams, records, specifications, standards, manuals, models, processes, technical knowledge, data, business plans, projections, techniques, and informative documents obtained during the Challenge. Participants must keep all aspects of the Challenge confidential, including any amendments, modifications, contractual documentation, and other Challenge-related materials (hereinafter, collectively, the '**Confidential Information**'). This shall apply unless authorised in writing by Elewit or Red Eléctrica (if applicable).

Without prejudice to the previous paragraph, Participants may disclose this information without prior authorisation from Elewit or Red Eléctrica (as applicable) under the following circumstances:

- c) To employees, executives, Board members, or companies within the same corporate group that are actively and directly involved in managing the Challenge or have a justified need to access the information (hereinafter, the '**related Parties**'). These related Parties must also adhere to the previously agreed confidentiality obligations. In such cases, Participants will be liable for any unauthorised disclosure by the related Parties.
- d) If required by a legal, judicial, or administrative order, or as part of a tax, legal, or administrative proceeding, Participants or related Parties may disclose confidential Information in whole or in part. In such instances, Elewit must be notified immediately and in advance of any disclosure to allow for appropriate measures to ensure that only the legally required confidential Information is shared in accordance with applicable law.
- e) If the information was already publicly available or widely known before it was disclosed to the Participant.
- f) If the information becomes publicly available without any breach of this clause by the Participant or the related Parties.
- g) If the information has been provided without confidentiality obligations to the Participant or related Parties by a source other than Elewit or Red Eléctrica (as applicable), and that source is authorised, at the discretion of Elewit or Red Eléctrica, to disclose it.
- a) If the information was already in the Participants' or related Parties' possession before it was communicated to them, as long as it did not originate from a source prohibited from disclosing it to the Participant.

The Participants undertake to safeguard the supports containing confidential Information, as well as any other sensitive material, with the greatest diligence, and to have for such purpose safe and adequate storage means for the confidential Information obtained.

In any case, Elewit and the relevant Participant shall agree on the content, communication channel, and publication date of any press release, notice, or communication related to the existence of the Challenge or its content.

When this document is no longer valid, for any reason, Participants agree not to retain any confidential Information and to either return or destroy, at Elewit's discretion, all oral or written confidential Information, in any format, as well as any copies in their possession, as directed by Elewit. Participants must also provide Elewit with written confirmation that the confidential Information has been returned or destroyed.

The confidentiality obligation shall remain in effect for at least five (5) years from the termination of this document unless applicable law establishes a longer or indefinite period.

8 Processing of personal data

In compliance with the applicable data protection regulations (Organic Law 3/2018, of 5th December, on the Protection of Personal Data and guarantee of digital rights, and Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27th April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data), Elewit, as the data controller, informs the representatives of the Participants whose personal data are provided for the enforcement of these Terms and conditions of the following:

- b)** The personal data provided in compliance with these Terms and conditions, as well as any data collected during the promotional period, will be processed to manage and maintain the pre-contractual and contractual relationship.
- c)** Personal data will be processed based on the Participants' consent for such processing and in accordance with these Terms and conditions. The data will be retained for as long as the contractual relationship remains in effect.
- d)** Once the contractual relationship ends, personal data will be retained for the period required to comply with legal obligations or to file, assert, or defend against potential claims.
- e)** The data may be shared with third parties in cases where Elewit is legally or contractually required to do so, including: (i) Courts, to comply with legal requirements and to ensure proper administration of justice, and (ii) any other third parties when necessary for the execution, enforcement, and monitoring of these Terms and conditions or when required by law.

As the data controller, Elewit guarantees the exercise of the rights of access, rectification, erasure, and data portability at any time, as well as restrictions and objections to processing (or any other rights recognised by law), by means of a written notification addressed to the data controller, using the contact details provided below:

- *ELEWIT, S.A. Unipersonal, by email to digame@redeia.com or by post to Paseo Conde de los Gaitanes n.º 177, La Moraleja, 28109 Alcobendas, Madrid.*

Additionally, Elewit informs Participants that they can contact Redeia's data protection officer, who is responsible for ensuring a timely response to the exercise of their rights, by emailing dpd@redeia.com.

Participants are also informed that they have the right to file a complaint with the relevant supervisory authority in Spain, the Spanish Data Protection Agency.

9 Industrial and intellectual property and liability

Both Elewit and each Participant will remain the exclusive owners of any knowledge, information, or materials of any form or nature, as well as any industrial and intellectual property Rights to which they hold title, as outlined in the following subsections (hereinafter, the '**Knowledge**')

- f)** Knowledge acquired prior to the signing of this Agreement or licensed to either party by a third party, provided it is necessary for the full and appropriate completion of the Challenge.
- g)** Knowledge generated or acquired at any time, regardless of the execution of these Terms and conditions or the compliance with the obligations derived from them.

However, with respect to the ownership of the Knowledge, the parties agree that each party will grant any necessary authorisations or licences required to complete the Challenge and ensure compliance with these

Terms and Conditions. The licensor will grant the licenses without any explicit or implied warranties, including, but not limited to, warranties of commercial viability, patentability, or fitness for a particular purpose.

The Parties acknowledge and agree that this authorisation or licence does not entitle them to review, decompile, reverse-engineer, decrypt, extract, segregate, or copy the industrial and intellectual property Rights provided by the owner, nor are they authorised to sell, license, dispose of, transfer, disclose, or provide those rights to third parties, in whole or in part, without the explicit consent of the owner.

The authorship of any result or intellectual property item developed as a consequence of the completion of the Challenge will be determined in accordance with applicable legislation. Notwithstanding the above, the parties agree that any of these results based on or utilising the Knowledge of Elewit or Red Eléctrica (as applicable) and any associated industrial and intellectual property Rights will remain the sole property of Elewit or Red Eléctrica (as applicable).

Definition of ‘**industrial and intellectual property Rights**’:

- a) Registered patents, designs, trademarks, utility models, technical know-how (as described below), intellectual property rights, and database rights.
- b) Any other industrial or intellectual property rights, or any similar or equivalent rights, existing anywhere in the world today or that may be recognised in the future.
- c) Applications for registration, extensions, and renewals associated with any of the aforementioned rights.
- d) The expression of any original creation or work, in any tangible or intangible form, including but not limited to computer programmes of any kind, source code, object code, technical documentation, user manuals, training manuals, document technical specifications, conversational corpora, reports, data formats, drawings, graphics, blueprints, logos, prototypes, and the results of any transformation, modification, update, adaptation, new versions, or changes to such works or creations.

10 Modifications and responsibilities

If the Challenge cannot proceed as intended due to detected fraudulent activity, technical errors, or any other circumstances beyond Elewit's control that affect its normal development, Elewit reserves the right to cancel, modify, or suspend the Challenge at any time.

Elewit reserves the right to modify the terms and dates of the Challenge and will duly inform the Participants of any updates.

Elewit shall not be liable for any delays or other circumstances attributable to third parties that may affect participation in the Challenge or its development.

Elewit reserves the right to automatically disqualify any Participant who, in the company's opinion, engages in fraudulent activity, alters, or otherwise prevents the proper completion and normal regulatory development of the Challenge. This includes, but is not limited to, using privileged information, carrying out undue manipulations, or engaging in any inappropriate practices that improve their performance, infringe on the rights of third parties, or go against the spirit of the Challenge.

Elewit shall not be liable for any damages of any kind arising from temporary unavailability or interruptions in the Challenge's participation system.

Under no circumstances shall Elewit be liable for any losses, damages, or harm resulting from access to and use of the training Dataset, including but not limited to damage to computer systems or damage caused by viruses or cyberattacks. Also, Elewit shall not be liable for any harm suffered by the Participant due to improper use of the training Dataset or, under any circumstances, for potential outages, disruptions, service failures, or defects in telecommunications.

Elewit shall not be liable for delays in e-mails or telecommunications networks affecting registrations, data submissions, or related processes.

Elewit shall not be liable if the winning Participants' data is incorrect or if they cannot be contacted for reasons beyond Elewit's control.

Furthermore, under no circumstances shall Elewit be liable for how Participants use the data included in their Proposals or for the content of those Proposals.

The Participants agree to hold Red Eléctrica harmless from any damages or losses resulting from the breach of these Terms and conditions and to hold Red Eléctrica harmless against any third-party claims. They are fully responsible for covering any costs or financial obligations that may arise in favour of third parties as a result of actions, claims, or disputes stemming from the non-compliance with any of the obligations set out in these Terms and conditions.

11 Acceptance of the terms

By participating in this Challenge, Participants fully accept the terms outlined in these Terms and conditions and expressly agree to submit to any interpretative decisions made by Elewit in relation to them.

12 Content of advertising material

Participants authorise Elewit to use their name and image in advertising materials related to the Challenge, including online, without receiving any compensation.

13 Applicable law and jurisdiction

These Terms and conditions shall be governed and interpreted in accordance with Spanish common law, to the exclusion of any conflict of law rules.

The parties expressly waive their own jurisdiction (if applicable) and submit to the Courts of the city of Madrid for the resolution of any disputes, disagreements, issues, or claims arising from the interpretation, compliance, enforcement, or resolution of these Terms and conditions, or any matters directly or indirectly related to them.

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