

TERMS AND CONDITIONS

Table of Contents

Article 1. Applicability ENPICOM's terms	3
Article 2. Offers	3
Article 3. Price and Payment	3
Article 4. Duration of the agreement	4
Article 5. Confidentiality	5
Article 6. Privacy and data processing	5
Article 7. Security	5
Article 8. Intellectual property	6
Article 9. Performance of services	7
Article 10. Obligation to provide information and render assistance	7
Article 11. Project and steering groups	8
Article 12. Terms and deadlines	9
Article 13. Termination of the agreement for breach or by serving notice of	9
Article 14. ENPICOM's liability	10
Article 15. Force Majeure	11
Article 16. Service Level Agreement	11
Article 17. Backups	12
Article 18. Adjustments and extra work	12
Article 19. Transfer of rights and obligations	12
Article 20. Applicable law and disputes	12
Article 21. SaaS Implementation	13
Article 22. Guarantees	14
Article 23. Commencement of the service; payment	15
Article 24. Additional provisions	15
Article 25. Notice and Take Down	16

Article 1. Applicability ENPICOM's terms

- 1.1. ENPICOM's general terms apply to all agreements and offers in which ENPICOM supplies goods and/or services to clients, covering all aspects from initial offer to final delivery.
- 1.2. Modifications to these general terms require written agreement by both ENPICOM and the client.
- 1.3. The applicability of any purchase or other terms provided by the client is explicitly excluded.
- 1.4. If any provision of our general terms is found to be invalid or nullified, the other provisions will remain in effect. In that case, we will work with the client to establish new provisions that have the same purpose as the nullified provisions as much as possible.
- 1.5. In case of a conflict between the parties, the provisions of our general terms take precedence unless the parties have explicitly agreed otherwise in writing. If there is a conflict between the provisions of different sections of the general terms, the earlier sections' provisions will prevail unless the parties have agreed otherwise.
- 1.6. In the event that any part of these general terms is found to be invalid or is canceled, the remaining provisions will still apply and be effective. In such a situation, ENPICOM and the client will work together to create new provisions that serve the same purpose as much as possible, replacing the nullified or canceled provisions.

Article 2. Offers

ENPICOM's offer will be based on the information provided by the client. ENPICOM has the right to adjust its services and prices if the information provided turns out to be incorrect and/or incomplete. ENPICOM may, if this is necessary for the execution of the agreement, request additional information.

Article 3. Price and Payment

- 3.1. ENPICOM's prices are exclusive of VAT and any other government-imposed taxes, fees or charges specific to the product or service. All prices are quoted in euros and payments must be made in euros.
- 3.2. ENPICOM's quotations of fees are strictly for informational purposes and are subject

to change without notice. No quotation shall be considered binding upon ENPICOM, unless ENPICOM confirms in writing that such quotation is binding.

- 3.3. If the client is comprised of multiple individuals or legal entities, each of them is jointly and severally responsible for fulfilling the obligations of the agreement with ENPICOM.
- 3.4. ENPICOM's administration serves as full evidence for the activities performed and the sums due from the client, except in cases where the client can provide evidence to the contrary.
- 3.5. If the client is obligated to make periodic payments, ENPICOM may adjust the prices and rates in accordance with the agreement and within the specified period. If the agreement does not provide for the possibility to adjust prices, ENPICOM may adjust prices with a notice period of at least three months. ENPICOM is in any case authorised to increase the prices for its services each year in conformity with the consumer price index (CPI) figure for the preceding calendar year as published by Statistics Netherlands (*Centraal Bureau voor de Statistiek, CBS*) (consumer price index for 'all households'), plus a maximum of five percent (5%).
- 3.6. Payment terms will be agreed upon and laid out in the agreement between the client and ENPICOM, specifying the dates on which the fee for the activities will be invoiced. Client agrees to pay any sums due in accordance with the agreed payment terms or as specified in the invoice. Client cannot suspend any payments or set off any of the sums due.
- 3.7. If the client fails to pay the sums due or does not pay on time, the client is liable to pay statutory interest for commercial agreements on any outstanding sums without requiring a reminder or notice of default. In case of non-payment even after a reminder or notice of default, ENPICOM can pass on the claim for collection, and the client is obliged to pay all costs, including judicial and extrajudicial costs, charged by external experts in addition to the total sum due at that time. This is without prejudice to any of ENPICOM's statutory and contractual rights.

Article 4. Duration of the agreement

- 4.1. For a continuing performance contract, the term agreed upon by the parties is binding. If there is no specific term agreed upon, the contract will automatically be considered a one-year term.
- 4.2. The agreement is entered into for a period of one year and will be automatically renewed for one year, every year, unless the client has terminated the agreement at least two months before the expiry of the then-current term.

Article 5. Confidentiality

- 5.1. Both parties agree to maintain confidentiality regarding any information received from the other party that is considered confidential. This clause does not apply if such information needs to be disclosed to comply with legal or regulatory requirements or to fulfill the terms of the agreement, provided the receiving party uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the disclosing party to participate in the proceedings if possible. The receiving party may only use the confidential information for the purpose intended, and any information designated as confidential is considered as such by both parties.
- 5.2. The client acknowledges that the software provided by ENPICOM is confidential and contains trade secrets of ENPICOM, its ENPICOMs, or the producer of the software.

Article 6. Privacy and data processing

The parties shall each comply with their respective obligations under all applicable data protection requirements. ENPICOM does not process any personal data on behalf of the client and is therefore not a “processor” as defined in applicable data protection legislation (e.g., GDPR). Where required by applicable data protection legislation, the parties will enter into a data processing agreement or other similar documentation required by applicable data protection legislation.

Article 7. Security

- 7.1. If ENPICOM is obliged to provide some form of information security under the agreement, this protection meets the specifications on security that parties have agreed on in writing. ENPICOM does not guarantee that the information security provided is effective under all circumstances. If the agreement does not include an explicitly defined security method, the security features provided meet a level consistent with ISO 27001 and good industry practice.
- 7.2. The access or identification codes, access credentials and certificates provided by ENPICOM to the client are confidential and must be treated as such by the client. The client is responsible for managing these authorizations and for providing and revoking access and identification codes. ENPICOM has the right to change the access or

identification codes, access credentials and certificates.

- 7.3. In the event security features or the testing of security features pertain to software, hardware or infrastructure that has not been delivered by ENPICOM to client, client guarantees that all licences or approvals have been obtained so that the performance of such activities is actually allowed. ENPICOM is not liable for any damage caused by or in relation to the performance of these activities. Client indemnifies ENPICOM against any third-party claims, for whatever reason, arising from these activities being performed.
- 7.4. ENPICOM has the right to modify the security measures in place if required due to changes in circumstances.
- 7.5. Client adequately secures its systems and infrastructure and keeps these adequately secured.
- 7.6. ENPICOM may give client reasonable instructions about security features intended to prevent or to minimize incidents, or the consequences of incidents, that may affect security. Client shall use reasonable endeavors to implement such security features as soon as reasonably practicable.
- 7.7. ENPICOM has the right to install technical and organizational facilities to protect the hardware, data files, websites, software, or other works that the client has been granted access to. The client must not attempt to remove or bypass any of these security measures put in place by ENPICOM.
- 7.8. The risk of loss, theft, embezzlement, misappropriation or damage of items, information (including usernames, codes and passwords), documents, software or data files that are created for, supplied to or used by client in the context of the performance of the agreement shall pass to client at the time which they are placed under the actual control of client or an authorized contractor of client.

Article 8. Intellectual property

- 8.1. All intellectual property rights of the input and output derived from the use of the platform shall be the property of and owned by the Client. All intellectual property rights to any materials provided to the client, including software, websites, data files, databases, hardware, and training/testing/examination materials, remain the exclusive property of ENPICOM or its licensors. The client is granted non-exclusive, non-transferable, non-pledgeable, and non-sublicensable rights of use as outlined in the written agreement and applicable legal provisions.
- 8.2. Under no circumstance is the client allowed to remove or modify any indications regarding the confidential nature of the software, websites, data files, hardware, or

materials, as well as any copyright, trademark, trade name, or other intellectual property rights related to the software, websites, data files, hardware, or materials.

- 8.3. ENPICOM will indemnify client against any third-party claim that the software, websites, data files, hardware, or other materials developed by ENPICOM infringe any intellectual property rights. Client must inform ENPICOM promptly in writing and leave the settlement of the claim to ENPICOM. This obligation does not apply if the alleged infringement concerns client-provided materials or modifications made without ENPICOM's written permission. If infringement is established, ENPICOM will ensure that client can continue to use the materials delivered if possible.
- 8.4. ENPICOM is never obliged to perform data conversion unless this has been explicitly agreed on with client in writing.
- 8.5. ENPICOM may use Client's name and logo on its website and in one-on-one sales presentations as a reference customer unless Client explicitly requests otherwise in writing.

Article 9. Performance of services

- 9.1. ENPICOM will perform their services with care and to the best of their abilities, following the arrangements and procedures agreed upon with the client in writing. Unless explicitly promised in the written agreement and described with sufficient precision, all services provided by ENPICOM are on a best-efforts basis.
- 9.2. ENPICOM will not be liable for any damages or costs resulting from the client's use or misuse of access or identification codes, certificates, or any other security means, except where such misuse is directly caused by the intentional or reckless actions of ENPICOM's management.
- 9.3. If the agreement was made with a specific person in mind to perform the services, ENPICOM reserves the right to replace that person with one or more individuals who possess similar or equivalent qualifications.
- 9.4. ENPICOM is not obligated to follow the client's instructions if they would change or expand the scope of the agreed-upon services. If ENPICOM does follow such instructions, they will charge the client at their applicable rates for the additional services provided.

Article 10. Obligation to provide information and render assistance

- 10.1. Parties acknowledge that the success of activities to be performed in the field of

information and communications technology depends on proper and timely cooperation of parties. The client commits to providing full and reasonable cooperation within a reasonable timeframe.

- 10.2. The client is responsible for the accuracy and completeness of any data, information, designs, and specifications provided to ENPICOM. If ENPICOM becomes aware of any inaccuracies in the information provided, they may request additional information from the client.
- 10.3. The client shall appoint one or more contact persons who possess relevant expertise, specific knowledge, and understanding of the objectives that the client aims to achieve. These contact persons will act as the main point of contact for ENPICOM during the service delivery period to ensure continuity of service and facilitate effective communication and coordination between the parties.
- 10.4. Client acknowledges that it is responsible for the selection of their IGX Platform subscription package(s) and/or services provided by ENPICOM and shall exercise due care in ensuring that the specifications and requirements for ENPICOM's performance are accurate and complete.
- 10.5. Client personnel and auxiliary staff involved in the performance of this agreement must possess the necessary knowledge and expertise.
- 10.6. Client is solely responsible for the management and use of the software services provided by ENPICOM, as well as the implementation of the results obtained from such products and services. Client is also responsible for providing adequate instructions to users and ensuring that the use of the products and services by users is appropriate.
- 10.7. The client is responsible for their own hardware, infrastructure, and auxiliary software, including installing and organizing any necessary software and keeping their hardware updated. The client must also ensure that any modifications made to their hardware or software are compatible with the services provided by ENPICOM.

Article 11. Project and steering groups

- 11.1. If both parties have appointed employees for a project or steering group, the provision of information will follow the agreed-upon method for that specific project or steering group.
- 11.2. ENPICOM will only be bound by decisions made in a project or steering group where both ENPICOM and the client are participating if the decisions align with the written agreements between the parties or if ENPICOM has explicitly accepted the decision in writing. ENPICOM is not obligated to accept or execute any decision that it believes is

incompatible with the agreement.

- 11.3. ENPICOM requires that the client assigns personnel to participate in a project or steering group, who are authorized to make decisions that are binding on the client.

Article 12. Terms and deadlines

- 12.1. ENPICOM will make reasonable efforts to comply with the specified or agreed-upon terms, delivery periods, and/or dates, but the interim and delivery dates are considered target dates and are not binding on ENPICOM.
- 12.2. If a term or period of time is likely to be exceeded, ENPICOM and client will consult with each other to discuss the consequences of the delay on further planning.
- 12.3. ENPICOM will only be considered in default of meeting a term, deadline, or delivery date after the client has given a written notice of default. The client must allow a reasonable period for ENPICOM to remedy the breach after receiving the notice. The notice of default must comprehensively describe the breach to give ENPICOM the chance to respond appropriately.
- 12.4. If ENPICOM and the client have agreed to perform activities under the agreement in phases, ENPICOM may delay the start of activities for the next phase until the client has given written approval of the results of the preceding phase.
- 12.5. ENPICOM is not bound by a date or delivery date or term or delivery period, whether or not these are deadlines and/or strict dates, if the parties have agreed on an adjustment in the content or scope of the agreement or if the client fails to fulfill its obligations under the agreement. Additionally, if additional work is required during the performance of the agreement, this will not constitute a reason for the client to terminate the agreement for breach.

Article 13. Termination of the agreement for breach or by serving notice of termination

- 13.1. Either party may terminate the agreement for breach of essential obligations after providing a detailed written notice of default and a reasonable period of time to remedy the breach. The notice of default must describe the breach comprehensively. The client's obligation to make payments and provide cooperation and information are considered essential obligations.
- 13.2. The Client is not authorized to terminate a service agreement that was entered into for a specific period of time before the end of the agreed-upon term. Additionally, the Client

is not authorized to terminate an agreement prior to its completion.

- 13.3.** Either party may terminate the agreement in writing, with immediate effect, without notice of default being required if the other party is granted a suspension of payments, files for bankruptcy, or their company is liquidated or dissolved for reasons other than restructuring or a merger. ENPICOM may also terminate the agreement, without notice of default being required, if there is a direct or indirect change in the decisive control of the client's company. ENPICOM is not obliged to repay any sum of money already received or pay any sum of money in compensation due to this termination. If the client is irrevocably bankrupted, their right to use the software, websites and their access and/or use of ENPICOM's services immediately terminates.

Article 14. ENPICOM's liability

- 14.1.** Except to the extent expressly prohibited under applicable law, ENPICOM's total liability for direct damages, regardless of the legal basis, for any claim related to a liability event or series of connected liability events shall be limited in the aggregate to the amount of two million Euros (€ 2,000,000).
- 14.2.** Liability for corruption, destruction or loss of data or documents as well as liability for indirect damage, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of client's clients, loss arising from the use of goods, materials or software of third parties prescribed by client to ENPICOM and any damage and loss arising from contracting ENPICOMs client has recommended to ENPICOM is excluded.
- 14.3.** The exclusions and limitations of ENPICOM's liability described in Articles 14.1 and 14.2 do not affect or limit the other exclusions and limitations of ENPICOM's liability described in these general terms in any way.
- 14.4.** If ENPICOM's management acts intentionally or with deliberate recklessness, the exclusions and limitations stated in articles 14.1 through 14.3 will not apply and ENPICOM will be fully liable for any resulting damages.
- 14.5.** ENPICOM is liable for any failure to perform its obligations under the agreement only if Client promptly provides ENPICOM with a written notice of default, giving ENPICOM a reasonable time to remedy the breach. The notice must describe the failure in detail to enable ENPICOM to respond adequately.
- 14.6.** To be eligible for compensation of damages, the client must notify ENPICOM in writing promptly after the damage occurs. Any claim for damages against ENPICOM will expire twelve months after the claim is made, unless legal action is taken before the expiry

date.

- 14.7.** ENPICOM is not liable for any product liability claims arising from defects in the product or system delivered to third parties by the client, including any hardware, software, or materials provided by ENPICOM. However, if the client proves that the loss was caused by such hardware, software, or materials, ENPICOM will not be indemnified against any claims brought by third parties due to product liability.
- 14.8.** The provisions of this article, as well as all other limitations and exclusions of liability stated in these general terms, apply not only to the client but also to any natural or legal persons with whom ENPICOM and its ENPICOMs have contracted to execute the agreement.

Article 15. Force Majeure

- 15.1.** In case of force majeure, neither party is obligated to fulfill any obligation, including any statutory and/or agreed guarantee obligation. Such circumstances beyond the control of ENPICOM include, but are not limited to: circumstances beyond the control of ENPICOM's ENPICOMs, failure by ENPICOM to meet obligations contracted by ENPICOM on client's instructions, defects in goods, hardware, software, or materials of third parties that ENPICOM uses on client's instructions, measures by public authorities, power failures, failures of the Internet, data network or telecommunication facilities, (cyber)crime, (cyber)vandalism, war or terrorism, and general transport problems.
- 15.2.** In case of a force majeure situation that lasts for more than 60 days, either party has the right to terminate the agreement by providing written notice for breach. Any work that has already been completed under the agreement must be paid for proportionally, without any further obligation or liability on either party.

Article 16. Service Level Agreement

- 16.1.** Service Level Agreements (SLAs) are only valid if agreed upon in writing. The client is responsible for promptly informing ENPICOM of any situation that may affect the service level or availability.
- 16.2.** If any service level arrangements have been made, the availability of software, systems, and related services shall be measured without taking into account any unavailability caused by preventive, corrective, or adaptive maintenance services or any other forms of service that ENPICOM has notified the client of in advance, as well as any circumstances beyond the control of ENPICOM. ENPICOM's measurement of availability shall be

considered conclusive, unless the client can prove otherwise.

Article 17. Backups

17.1. ENPICOM makes complete backups of the service and data according to our backup policy. ENPICOM is responsible for keeping the backup with due care and diligence.

17.2. It is the responsibility of the client to ensure compliance with all relevant legal obligations regarding the retention of data and records.

Article 18. Adjustments and extra work

18.1. If ENPICOM performs activities or delivers goods or services that are beyond the scope of the agreed activities and/or delivery of goods or services, client will be charged for such activities or goods or services based on the agreed rates. If no rates have been agreed upon, ENPICOM will charge client based on its applicable rates. ENPICOM is not obligated to comply with such requests and may require a separate written agreement for these activities or goods or services.

18.2. Client acknowledges that any adjustments or additional work may result in changes to the agreed terms, delivery periods, and/or delivery dates. Any new terms, delivery periods, and/or delivery dates provided by ENPICOM will replace the previous ones.

18.3. If a fixed price has been agreed upon for the agreement, ENPICOM shall provide the client with written notice of any financial consequences resulting from additional work or services upon client's request.

Article 19. Transfer of rights and obligations

19.1. The client is prohibited from transferring, selling, or pledging their rights and obligations under the agreement to a third party.

19.2. ENPICOM is entitled to assign, transfer, or pledge any of its claims to receive payment for sums due to a third party.

Article 20. Applicable law and disputes

- 20.1. The agreements between ENPICOM and client are governed by the laws of the Netherlands. Applicability of the Vienna Convention 1980 (The United Nations Convention on Contracts for the International Sale of Goods (CISG)) is excluded.
- 20.2. Any disputes that may arise from an agreement between parties and/or from any further agreements deriving from this agreement are resolved by arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes (*Stichting Geschillenoplossing Automatisering – SGOA – (www.sgoa.eu)*), this without prejudice to either party's right to request preliminary relief in preliminary relief proceedings or arbitral preliminary relief proceedings and without prejudice to either party's right to attach property before judgment. Arbitration proceedings take place in Amsterdam, or in any other place designated in the Arbitration Regulations.
- 20.3. If any dispute arising from an agreement entered into by parties or from any further agreements deriving from this agreement falls under the jurisdiction of the cantonal section of the Netherlands District Court (kantongerecht), either party is entitled to bring the case as a cantonal court case before the competent district court in the Netherlands. However, parties can only initiate these proceedings if arbitration proceedings concerning the dispute have not yet been instituted under the provisions of article 20.2. If, with due observance of the provisions of this article 20.3, either party has brought the case before the competent district court to be heard and decided, the cantonal judge of that district court is competent to hear the case and to decide on it.
- 20.4. In case of a dispute arising from this agreement or any further agreements, either party is entitled to initiate ICT mediation proceedings in accordance with the ICT Mediation Regulations of the Foundation for the Settlement of Automation Disputes (*Stichting Geschillenoplossing Automatisering - SGOA - www.sgoa.eu*). Both parties are required to actively participate in the ICT mediation proceedings, including attending at least one joint meeting with mediators and parties. Either party may terminate the ICT mediation proceedings at any time after the first joint meeting. This provision does not prevent either party from seeking preliminary relief in preliminary relief proceedings or arbitral preliminary relief proceedings, nor does it prevent either party from attaching property before judgment.

Article 21. SaaS Implementation

- 21.1. ENPICOM provides the SaaS to the client based on the client's instructions. The client may only use the SaaS for its own organization or company and only to the extent necessary for the intended use as specified by ENPICOM. The client may not permit any third party to use the SaaS.

- 21.2. ENPICOM reserves the right to modify the content or extent of the SaaS. If such modifications are significant and lead to a change in the client's existing procedures, ENPICOM will promptly inform the client. In such a case, the client may terminate the agreement, effective from the date on which the modification becomes effective.
- 21.3. ENPICOM may use a new or modified version of the underlying software to provide the SaaS. ENPICOM has no obligation to maintain, modify, or add any specific features or functionalities of the SaaS for the client unless agreed to in writing.
- 21.4. ENPICOM reserves the right to temporarily suspend all or part of the SaaS for maintenance, including preventive, corrective, or adaptive maintenance services. ENPICOM will take reasonable steps to ensure that any downtime is kept to a minimum and that maintenance is carried out at times when the service is least likely to be in use.
- 21.5. ENPICOM is never obliged to provide client with a physical carrier or download of the underlying software.
- 21.6. Unless otherwise agreed, the client is responsible for configuring and parameterizing the SaaS, converting, and uploading any necessary data, and modifying the user environment used. ENPICOM will not be responsible for these tasks unless otherwise specified in writing.
- 21.7. ENPICOM products and/or services are intended for Research-Use-Only (RUO) applications only, usage in the context of clinical decision support is not allowed.

Article 22. Guarantees

- 22.1. ENPICOM does not guarantee that the SaaS will be error-free or uninterrupted. ENPICOM will make all reasonable efforts to repair errors in the underlying software developed by ENPICOM in a timely fashion. In some cases, ENPICOM may postpone error repairs until a new version of the underlying software is deployed. ENPICOM is not responsible for repairing errors in the SaaS that are not developed by ENPICOM. ENPICOM may implement temporary solutions, program bypasses, or problem-avoiding restrictions in the SaaS. ENPICOM is not obligated to repair any other imperfections beyond those stated in this article. If ENPICOM agrees to remedy additional imperfections, ENPICOM may charge the client a separate fee.
- 22.2. ENPICOM provides information on measures to prevent and restrict the effects of malfunctions, errors, and other imperfections in the SaaS, as well as the risk of data corruption or loss, but it is the responsibility of Client to identify and list the risks to their organization and take additional measures if necessary. ENPICOM may provide assistance, at the request of Client and subject to reasonable financial and other

conditions set by ENPICOM, with respect to further measures to be taken by Client. However, ENPICOM is not obligated to recover data that has been corrupted or lost, except by restoring the most recent backup of the data where possible.

22.3. ENPICOM will use all reasonable effort to, but does not guarantee that, the SaaS will be updated in a timely manner to comply with any amendments made to relevant laws and regulations.

Article 23. Commencement of the service; payment

23.1. The provision of SaaS and support by ENPICOM begins after completion of the onboarding, but no later than 90 days after signing the contract. Client is responsible for having the necessary facilities to use the SaaS after the agreement is made.

23.2. The agreement specifies the fee that the client must pay for the SaaS. In the absence of an agreed payment scheme, all amounts related to the SaaS provided by ENPICOM must be paid in advance on a yearly basis.

Article 24. Additional provisions

24.1. Client always strictly complies with the agreed restrictions on the use of the SaaS, regardless of the nature or the content of these restrictions.

24.2. ENPICOM requires that the client only initiates the use of the SaaS after obtaining their account details necessary for its use from ENPICOM.

24.3. Client agrees to promptly provide assistance to any investigation conducted by or on behalf of ENPICOM to ensure compliance with the agreed restrictions on use. In the event that the information obtained does not pertain to the use of the software itself, ENPICOM will maintain the confidentiality of all confidential business information obtained from Client during such investigation.

24.4. Client accepts the SaaS in the state that it is in when delivered ("as is, where is"), therefore, with all visible and invisible errors and defects. The software is understood to have been accepted after finishing the onboarding.

24.5. ENPICOM may require the client to make necessary modifications to its system, including but not limited to hardware, web browser, and software, to ensure the proper functioning of a new version of the software.

24.6. If the agreement between ENPICOM and client pertains to making hard disk space

available, the client is obligated to comply with the agreed disk space limitations, unless otherwise explicitly stated in the agreement. The agreement is limited to making disk space available on a server that is specifically reserved for the client and only to the extent that it has been agreed upon in writing. The use of disk space, data traffic, and other systems and infrastructure is subject to the maximums agreed upon by the parties. Any unused data traffic may not be carried forward to the next period. If the agreed maximums are exceeded, ENPICOM is entitled to charge the client for additional compensation at the applicable rates.

- 24.7. ENPICOM's customers are free to use company's computing resources, subject to fair use. Fair use means that customers must not consume an unreasonable amount of computing resources. If a customer's data analysis usage exceeds what we consider to be fair use, we reserve the right to limit their access to our computing resources.

Article 25. Notice and Take Down

- 25.1. At all times, ENPICOM's client shall act with due care and shall not act unlawfully towards third parties, especially by respecting their intellectual property rights and other rights, ensuring their privacy, refraining from spreading information in a manner that violates the law, granting unauthorized access to systems, spreading viruses or other harmful programs or data, or committing criminal offenses or violating any other legal obligations.

- 25.2. To prevent liability to third parties or limit its consequences, ENPICOM may take measures regarding any act or omission of the client's responsibility. ENPICOM may request the client to remove any data and/or information promptly. If the client fails to comply, ENPICOM may delete the data and/or information or make access impossible. In case of breach or imminent breach of Article 25.1, ENPICOM may deny the client access to ENPICOM's systems without notice. ENPICOM may take other measures or exercise other statutory and contractual rights with respect to the client. ENPICOM may terminate the agreement immediately without liability to the client by serving notice of termination if necessary.