

Nutzungsbedingungen Stripe

Soweit der Kunde die Zahlung der Endpreise für BRYTER-Produkte unter Nutzung des Zahlungsdienstleisters Stripe Technology Company Limited (STC) durchführt, gelten die nachfolgenden Nutzungsbedingungen für die Nutzung der BRYTER-Produkte:

1. Allgemeines

Der Kunde erhält nach erfolgreicher Zahlungsabwicklung via Stripe eine digitale Rechnung an die von ihm angegebene E-Mail-Adresse. Die auf dieser Rechnung ausgewiesene Laufzeit des Abonnements entspricht der Laufzeit (Initial Term) im Sinne des Rahmenvertrags. Etwaige automatische Verlängerung des Abonnements werden entsprechend den Regelungen des Rahmenvertrags in Rechnung gestellt.

Die auf dieser Seite verlinkten Vertragsdokumente stellen die jeweils aktuelle Fassung der maßgeblichen Nutzungsbedingungen dar. Für das jeweilige Vertragsverhältnis gilt diejenige Fassung, die zum Zeitpunkt des Vertragsschlusses in Kraft ist. Kunden können die Versionsnummer auf der Seite des jeweiligen Vertragsdokumentes einsehen und haben die Möglichkeit, dort auch ältere Versionen einzusehen. Ferner besteht die Möglichkeit die aktuelle Version über den Download-Button auf der Seite des jeweiligen Vertragsdokumentes herunterzuladen.

2. BEAMON AI und Workflows

Für den Nutzung von BEAMON AI (Assist und/oder Extract) und BRYTER Workflows gelten die folgenden Nutzungsbedingungen:

1. [Rahmenvertrag](#)
2. [Dienstgütevereinbarung](#)
3. [Auftragsverarbeitungsvertrag](#)
4. [Privacy Policy](#)

3. OSV-Integration

Für den Erwerb der OSV-Integration gelten zusätzlich zu den vorstehend genannten Vertragsdokumenten die folgenden Bedingungen:

1. [OSV Integration Terms](#)
2. [Nutzungsbedingungen für den Otto Schmidt Legal Data Hub](#)

MASTER SERVICE AGREEMENT

This master service agreement (the “**MSA**”) sets out the entire agreement which governs the contractual relationship between customer as defined in the respective Order (“**Customer**”) and **BRYTER GmbH**, Biebergasse 2, 60313 Frankfurt am Main, Germany (“**BRYTER**”) (individually, a “**Party**” and together the “**Parties**”) alongside an Order which references this MSA. Unless defined in the main body of this MSA, definitions are set out in Appendix 1 to this MSA. In the event of conflicts between this MSA and an Order concluded under this MSA, the respective Order shall prevail. The terms of this agreement shall be deemed accepted upon signing an Order.

1. Scope of this MSA.

This MSA governs the use of BRYTER’s cloud-based solutions that are provided as part of a subscription, along with any software made available by BRYTER in connection with such services as specified in each Order (the “**Software**”). The Software may include the BRYTER Workflows, BEAMON AI, BEAMON Assist, BEAMON Extract and BRYTER Sandbox, software development kits and APIs made available in connection with such cloud-based solutions. Professional Services may be booked separately.

2. Right of Use.

2.1. Subject to this MSA and the respective Order, BRYTER hereby grants Customer (including its Affiliates where so stated in an Order) a limited, non-exclusive, non-transferable right to use the Software during the Subscription Term.

2.2. This MSA is entered into by Customer for and on behalf of itself and its Affiliates (where so stated in an Order). Any such Affiliate shall be entitled to perform any of the obligations and exercise any of the rights of Customer under this MSA, but only Customer shall be entitled to enforce the rights granted to Customer under this MSA, for and on behalf of such Affiliates. Any act or omission of any Affiliate shall be deemed to be an act or omission of Customer. Any loss, damage, liability, costs and expenses incurred by any such Affiliate, shall be deemed to be incurred by Customer. Any such Affiliate may also enter into a separate MSA at any time.

2.3. Where the terms of an Order reference a Trial Period, BRYTER hereby grants to Customer a nonexclusive, nontransferable, revocable right to use parts of the Software during the Trial Period in accordance with the relevant Order.

2.4. Each Authorized User shall have their own individual login and password. Authorized Users may not share their Accounts with other users. An Account may be assigned to another user only where the original user is no longer working for Customer, on a leave of any kind for more than three consecutive months or is no longer carrying out a function that relates to the Software. Authorized Users may only use the Software in accordance with the applicable definitions of the roles assigned to them. BRYTER may, upon reasonable notice, audit Customer’s compliance with the limitations and requirements set out in this 2.4.

3. Uptime Commitment and Support.

3.1. BRYTER shall provide Support and ensure uptime of the Software in accordance with the Support & Maintenance Services in Appendix 2.

3.2. Customer Support is included in every paid subscription. Where explicitly stated in an Order, a paid subscription may also include a level of support from our Customer Success team to help with the overall success and adoption of the Software.

4. Restrictions on Use

4.1. Customer may only use the Software subject to the Scope as defined in each Order. If at any time during a Trial Period or the Subscription Term, Customer exceeds the Scope, BRYTER shall invoice Customer at BRYTER’s then applicable rates (unless such pro rata pricing is set out in an Order in which case such pricing in the Order shall prevail), based on that increased usage beyond the Scope. BRYTER shall not invoice Customer for exceeding the Scope if BRYTER has not notified Customer when their usage reaches 80% of the Scope providing BRYTER’s standard rates applicable at that time.

4.2. Customer may not (and will not allow any third party to): (i) sell, license, distribute, assign, provide, permit use of or otherwise transfer in whole or in part the Software to another party, except for the purposes of publishing Applications (in relation to BRYTER Workflows); (ii) use the BRYTER Workflows to host Applications on behalf of third-parties to this MSA without BRYTER’s prior written consent; (iii) perform or attempt to perform any actions that would interfere with the proper functioning of the Software, including but not limited to the circumvention of or interference with any security or other



technological feature of the Software; (iv) create derivative works based on the Software; (v) remove or modify any Software markings or any notice of BRYTER's proprietary rights; or (vi) use the Software for any unlawful purposes. Except to the extent expressly permitted under this MSA or applicable law, Customer may not decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part. For the avoidance of doubt, security testing and scanning of the Software requires written permission by BRYTER.

4.3. Customer agrees that it is liable for the acts and omissions of each Affiliate and each Authorized User, as though those acts and omissions were those of the Customer.

5. **Restricted Release.**

If Customer participates in any version of the Software marked as alpha, beta or otherwise designated as a restricted release including but not limited to API releases ("**Restricted Release**"): (i) Customer shall promptly report to BRYTER any error condition discovered in the Restricted Release; (ii) BRYTER shall have no obligation to correct errors or deliver updates to the Restricted Release; (iii) BRYTER shall have no obligation to otherwise support the Restricted Release; (iv) Customer shall provide BRYTER with appropriate test data for the Restricted Release if necessary to resolve problems in the Restricted Release encountered by Customer; (v) the Restricted Release is experimental, may contain problems and errors and is being provided to Customer on an as-is basis with no warranty of any kind, express or implied; (vi) neither Party shall be responsible or liable to the other for any losses, claims or damages of whatever nature, arising out of or in connection with the performance or non-performance of the Restricted Release; and (vii) Customer shall not distribute the Restricted Release to third parties without the prior written consent of BRYTER.

6. **BRYTER Workflows only: APIs.**

In the event BRYTER provides Customer with access to the API, the following provisions shall apply:

6.1. BRYTER shall grant Customer a non-exclusive, worldwide, non-transferable, limited license to access the API and its related documentation only as necessary to develop, test and support Customer's own application based on that API. Customer must not (i) sell, rent, lease, sublicense, distribute, or otherwise transfer the API or any portion thereof to any third party; (ii) modify, alter, or create derivative works of the API; (iii) reverse engineer, decompile, or disassemble the API; or (iv) remove or alter any proprietary or confidentiality notices contained in the API.

6.2. The API allows Customer to use the technical infrastructure provided by BRYTER to integrate Applications in Customer's third-party applications in accordance with the applicable Documentation. Customer is solely responsible for any implementation of the API on Customer's side.

6.3. BRYTER may, in its sole discretion, provide Customer with software development kits or code samples (hereinafter jointly referred to as "**Code Samples**"). Code Samples are provided free of charge and are excluded from the paid services provided by BRYTER. Code Samples are provided in electronic form and can be downloaded from a dedicated website. BRYTER is not obligated to develop Code Samples or to keep Code Samples functional or available at all times. Code Samples are not suited for any use in production environments and are provided for educational purposes only.

6.4. BRYTER may introduce new versions of the API with an additional or different range of features. BRYTER may replace deprecated versions of the API provided that the replacement is reasonable for Customer in consideration of the interests of both Parties.

6.5. For purposes of Customer participating in the Restricted Release, Customer may need to disclose code to BRYTER to use the full functionality of Restricted Release ("**Customer Code**"). For the avoidance of doubt BRYTER may not be held liable for any infringement caused by Customer through such Customer Code and Customer is responsible for obtaining all necessary licenses with regards to Customer Code.

7. **BRYTER Workflows only: Professional Services.**

7.1. Professional Services can be purchased for the BRYTER Workflows and are subject to a separate SOW and will be performed with due skill, care, and ability in accordance with good industry practice, applicable laws and using appropriately trained personnel.

7.2. The performance of the Professional Services is contingent on Customer (i) meeting any dependencies set out in the SOW, (ii) making decisions and providing information as necessary for BRYTER to be able to provide the Professional Services, and (iii) allowing BRYTER such access to its facilities, equipment and data as is reasonably required to provide the Professional Services.

8. Payments.

8.1. Customer shall pay to BRYTER the Fees stipulated in the respective Order in the currency set out therein. Unless stated otherwise in the Order, BRYTER will invoice Customer (a) the Fees relating to the Software annually in advance; and (b) the Fees for any Professional Services as set out in the applicable SOW. All amounts and Fees stated or referred to in this MSA, any Order and SOW are exclusive of all Taxes which Customer shall pay in addition.

8.2. In the case of multiple year Subscription Terms or Renewal Terms in accordance with section 15.2, BRYTER may, on each anniversary of the the start date of the respective Subscription Term, adjust the Fees for the following year (“**Adjustment**”) to reflect increases in BRYTER’s costs of providing the Software, including but not limited to increases in personnel, infrastructure, or third-party service costs. Any such Adjustment shall be made in good faith, shall be reasonable and proportionate to BRYTER’s cost increases, and shall not exceed ten percent (10%) per year unless otherwise agreed in writing by the Parties.

8.3. If Customer’s internal processes require a purchase order or purchase order number to be submitted with an invoice, Customer shall provide to BRYTER such purchase order and/or purchase order number with the signed Order. Payment of invoices shall not be delayed or withheld by Customer due to Customer’s internal ordering processes or formalities, including the requirement and/or failure to provide a purchase order number.

8.4. By purchasing additional Software services, e.g. Professional Services under a SOW and/or Guided Building and/or BRYTER Virtual Training Program Customer obtains the right to consume the specified amount of purchased sessions within three (3) months after purchase date. After that period, these sessions shall be deemed expired and no longer available for consumption by Customer. Expired sessions cannot be carried over into successive Renewal Terms, cannot be offset against any payment obligations by Customer and BRYTER will not and is not obligated to issue a refund for expired sessions.

8.5. Customer shall pay undisputed invoices by bank transfer within thirty (30) days upon receipt of an invoice. Any Fees not paid when due shall accrue interest at a rate of 6 per cent per annum from the due date until payment is made, whether before or after judgement. BRYTER can deny access to the Software temporarily until overdue payments have been received (without prejudice to any other rights it may have), provided it has given Customer 15 days’ written notice of its intention to do so.

8.6. Customer may withhold payment of particular Fees (or elements of them) that it reasonably disputes in good faith on the basis that BRYTER has not performed in accordance with the terms of this MSA and/or the respective Order. Customer may not withhold payment for any non-disputed element of Fees. Customer must raise such dispute within the time for payment of that invoice, failing which such invoice shall be deemed to be undisputed and no amounts may be withheld.

8.7. Where approved by Customer in advance (including under an Order), Customer will reimburse BRYTER for all reasonable travel, subsistence and other expenses incurred by BRYTER staff and contractors in providing Professional Services to Customer.

9. Customer Data.

9.1. Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility and liability for the legality, appropriateness, accuracy, quality and integrity of the Customer Data. Customer is solely responsible for obtaining any consents required for the use of Customer Data within the Software.

9.2. Customer grants BRYTER a non-exclusive, royalty-free license for a Trial Period and/or Subscription Term (as applicable) to use, host, transmit, display, and create derivative works of the Customer Data solely in connection with the provision of the Software and Professional Services (if applicable).

9.3. Customer agrees not to use or permit the use of the Software to display, store, or process any Customer Data, that may (i) menace or harass any person or cause damage or injury to any person or property; (ii) involve the publication of any material that is false, defamatory, harassing or obscene; (iii) violate privacy rights or promote hatred or harm; (iv) in relation to the BRYTER Workflows constitute unsolicited bulk e-mail or “junk” mail; (v) infringe Intellectual Property rights, or (vi) violate applicable laws. If BRYTER receives information that Customer is in violation of any of the foregoing, BRYTER will notify Customer, and Customer will promptly take appropriate action to resolve such violation. If Customer does not take required action in accordance with the above, BRYTER reserves the right, but has no obligation, to take remedial action, including the removal or disablement of access to such material (without liability on BRYTER’s part).

9.4. Customer shall defend BRYTER, or at Customer’s option, settle any claim or action brought against BRYTER by a third party alleging that Customer Data violates the provisions of section 9.3 and will indemnify BRYTER for any damages

finally awarded against BRYTER by a court of competent jurisdiction or for amounts paid by BRYTER under a court-approved settlement or a settlement of such a claim. The indemnification obligations above are subject to BRYTER providing Customer with prompt written notice of such claim granting Customer sole control of the defense and settlement of such claim; not entering into any settlement or compromise of any such claim without Customer's prior written consent; and providing Customer with all reasonable information for such claim at Customer's expense.

9.5. Customer may request Migration or Deletion of Exportable Customer Data via BRYTER's API in accordance with the EU Data Act (Regulation (EU) 2023/2854). Customer shall give two (2) months' prior written notice before initiating the Switching Process. The Parties acknowledge that applicable law may require retention and that technical limitations may apply. The specific technical modalities and instructions for the Switching Process are set out in the applicable Documentation. BRYTER will provide reasonable assistance to facilitate the Switching Process. Any additional services beyond statutory switching obligations may be charged separately. An Order will automatically terminate (i) upon successful completion of Migration; or (ii) upon Deletion of all Exportable Customer Data.

10. Software Warranty.

10.1. Except as otherwise agreed in this MSA, BRYTER represents and warrants to Customer that during the Subscription Term (i) it has the power to grant Customer the rights set out in this MSA; (ii) the Software will be provided with reasonable skill and care and in compliance with applicable laws, (iii) the Software shall materially conform to the applicable Documentation and respective Order, and (iv) BRYTER shall not materially decrease the functionality of the Software.

10.2. Subject to section 10.3, and notification of such by Customer, if the Software does not comply with the warranty in section 10.1, BRYTER will, at its discretion, use reasonable endeavors to correct such error promptly, or will provide Customer with alternative means of carrying out the task which it was carrying out using the Software.

10.3. BRYTER will not be liable under any warranty or any other provision of this MSA or Order to the extent that any loss or damage is caused by Customer or any Authorized User not having complied with the MSA, the applicable Documentation or Order.

10.4. BRYTER is constantly improving and updating the Software and aims to provide new and innovative features and services. Customer shall always have access to the latest version of the Software. Customer acknowledges that BRYTER may update or modify certain elements of the Software and introduce new features as BRYTER sees fit, provided that BRYTER shall comply with the warranties set out in section 10.1 for the Subscription Term.

10.5. BRYTER warrants that Deliverables which are provided as a result of Professional Services under a SOW for the BRYTER Workflows and which consist in the provision of a work in accordance with German law (*Werkleistungen*), correspond to the agreed specification and shall remedy Errors in accordance with section 10.2. If BRYTER fails to remedy an Error by the end of an additional time period of length set by Customer in writing, Customer may either request an appropriate reduction of the remuneration for the Professional Service concerned or cancel (*zurücktreten*) the respective Order with respect to the Professional Services. Section 14 shall apply accordingly to any claim for damages caused by any Error.

10.6. In the event that BRYTER: (i) fails to properly provide Professional Services for the BRYTER Workflows which are services (*Dienstleistungen*), or (ii) is in breach of contract which breach does not consist in an Error of the Software or a work, Customer must notify BRYTER in writing and set BRYTER a reasonable time period to properly perform its duty or otherwise remedy the breach. Section 14 shall apply accordingly to any claim for damages caused by any Error.

10.7. Save as expressly provided in this MSA, to the fullest extent allowable by applicable law APIs, applicable documentation and all related components and information are provided on an "as is" and "as available" basis without any warranties (express or implied), conditions, representations or undertakings, made by BRYTER including without limitation any implied warranties of satisfactory quality, fitness for a particular purpose or non-infringement, or arising by course of dealing or performance, or by custom or usage in the trade, all of which are hereby expressly disclaimed.

10.8. This section 10 does not apply to any BRYTER Sandbox access and other services free of charge.

11. Confidentiality.

11.1. During the Term of this MSA, each Party shall hold in confidence and not use for any purposes unrelated to this MSA or disclose to any third party (except each Party's employees, agents or contractors who have a need to know and who are subject to confidentiality obligations at least as restrictive as those herein) any Confidential Information of the other Party.

11.2. Either Party may disclose Confidential Information of the other Party: (i) in response to a valid order by a court or other governmental or regulatory body; or (ii) as otherwise required by law; or (iii) as necessary to establish the rights of either Party under this MSA. The receiving Party will promptly give notice to the disclosing Party of such compelled disclosure and allow the disclosing Party to object or to seek a protective order, to the extent legally permitted.

11.3. Except as otherwise authorized or required in furtherance of the purposes of this MSA or any Order, promptly upon a request by the disclosing Party, the receiving Party will destroy (and so certify it in writing) or return to the disclosing Party all Confidential Information and all documents or media containing any such Confidential Information and all copies or extracts thereof provided that the receiving Party shall be permitted to retain copies of any computer records and files containing any Confidential Information which have been created pursuant to automatic archiving and back-up procedures, or retain a back-up copy of such Confidential Information as required by law, or internal compliance policies, in which cases such Confidential Information shall continue to be subject to confidentiality obligations even after termination of this MSA.

11.4. For the avoidance of doubt the permission to retain Confidential Information after termination in accordance with this clause, shall not apply to any Personal Data which shall be governed by the data protection provisions herein.

11.5. Subject to Customer's prior written consent, BRYTER may use Customer's name and logo to refer to Customer as customer or as a reference for marketing purposes.

12. AI Terms.

These AI Terms apply to Customer's access and use of any feature(s) or functionality within the Software that are enabled by data models trained by machine learning or enabled by other artificial intelligence functionalities, including integrations to third-party systems ("**AI Service**").

12.1. Responsibility for and Ownership of Input and Output.

12.1.1. Customer is solely responsible for all content submitted to the AI Service ("**Input**") and the resulting output ("**Output**"; together, the "**Content**"), and retains ownership of Content, provided that no third-party gains ownership of Content. All Output generated by Customer's use of the AI Service shall, upon creation, be owned exclusively by Customer, insofar as legally permissible. BRYTER does not guarantee that Output is accurate, complete, original, fair, unbiased, or free from offensive content or errors.

12.1.2. Customer is solely responsible for ensuring that any Input complies with all applicable professional secrecy, confidentiality, or non-disclosure obligations, including but not limited to attorney-client privilege or similar duties under relevant laws and regulations. BRYTER shall have no responsibility or liability for any breach of such obligations resulting from the Customer's use of the AI Service.

12.1.3. For the avoidance of doubt, the Output shall not be viewed as legal advice. BRYTER is not a law Firm, does not practice law and does not give legal advice. Hence, BRYTER does not bear any legal responsibility for the Output or any Information that is derived from the AI Services.

12.1.4. Customer acknowledges that Output may reflect or amplify biases inherent in training data and shall verify and validate all Output prior to any use. Content must comply with applicable laws and agreements, and Customer must ensure a legal basis exists for any Personal Data submitted.

12.1.5. Use of Output without proper human oversight—especially for decision-making or compliance—is at the Customer's own risk. BRYTER disclaims any liability arising from reliance on unverified Output or from neglecting known limitations of AI systems.

12.1.6. Customer acknowledges that the accuracy and reliability of the Output generated by the AI Service may be affected if additional features, such as web search or access to legal sources, are not enabled. In such cases, the AI Service may produce responses that are more likely to contain inaccuracies. BRYTER therefore recommends enabling these features where appropriate to support the generation of more accurate and up-to-date results. The usage of said features remains subject to the provisions of these AI Terms, especially 12.1.1.

12.2. Customer Input Will Not be Used for AI Training.

12.2.1. BRYTER does not use Customer Content to train the machine learning models. Customer's use of the AI Service does not grant BRYTER any right or license to the Customer Content to train machine learning models.

12.2.2. BRYTER may use data collected from Customer's use of the AI Service when Customer (i) voluntarily provides feedback to BRYTER; or (ii) gives BRYTER its permission.

12.3. Fair Usage.

12.3.1. BRYTER facilitates equitable and responsible access to its services by restricting services usage and prohibiting misuse and abuse of its services. To ensure that services are used in such a manner that is fair to all users, BRYTER prevents single users from excessively consuming resources, which could negatively impact other users' experience.

12.3.2. Each response of an AI Service consumes a specific number of tokens, which corresponds to the amount of Input processed. To maintain a fair distribution of resources, Customer shall not exceed a limit of 10,000,000 tokens consumed per Tenant per day ("**Consumption Limit**"). The Consumption Limit applies in addition to any other limitations and/or restrictions set out in the MSA and/or the respective Order.

12.3.3. If Customer reaches the Consumption Limit, BRYTER may block further token consumption for the respective day and Tenant, excluding the Customer from using further AI Services within the respective Tenant until the beginning of the next day.

12.4. Usage Restrictions.

Without derogating from Usage Restrictions included in the MSA, Customer hereby represents and warrants that it will not, nor will it authorize anyone on its behalf, including an Authorized User, to:

12.4.1. mislead any person that the Output generated is human generated;

12.4.2. use the AI Service to generate content that expresses or promotes hate, harassment, or violence, exploits or harms children, encourages self-harm, presents illegal, sexual, political, harmful, false, deceiving or misleading information, misuses Personal Data, contains malware, unsolicited bulk content, ransomware, viruses, or other malicious software;

12.4.3. use the AI Service for activities which have high risk of economic harm, for adult content, adult industries, and dating apps;

12.4.4. offer tailored financial advice without a qualified person reviewing the information;

12.4.5. provide health advice, political campaigning or lobbying;

12.4.6. use the AI Service in a way that infringes, misappropriates or violates any third-party rights, including privacy rights, Intellectual Property Rights and confidentiality;

12.4.7. reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the AI Service (except to the extent such restrictions are contrary to applicable law);

12.4.8. use the AI Service to develop foundation models or other large scale AI models that compete with the AI Service, OpenAI, Azure OpenAI or any other third-party involved in the provision of the AI Service; and

12.4.9. use any method to extract data from the AI Service, including web scraping, web harvesting, or web data extraction methods, other than as permitted through the API.

12.5. Limited Applicability of the Support and Maintenance Services.

12.5.1. The applicability of the Support and Maintenance Services regarding the AI Service is limited to the extent that the AI Service may be subject to Downtime, interruptions, and errors without any guaranteed response or resolution time.

12.5.2. Customer acknowledges that the use of the AI Service can be restricted by volume limitations.

13. Intellectual Property Ownership.

13.1. Customer acknowledges and agrees that BRYTER owns all Intellectual Property Rights in the Software, its components, the applicable Documentation, feedback on the Software given by Customer, and BRYTER Data (the "**BRYTER IP**"). Except as expressly stated herein, this MSA does not grant Customer, its Affiliates, any Authorized Users and/or End Users any Intellectual Property Rights or any other rights or licenses in respect of the BRYTER IP.

13.2. BRYTER acknowledges and agrees that Customer and/or its licensors own all Intellectual Property Rights in the Customer Data, Applications and other use cases created by Customer in connection with the use of the Software (the “Customer IP”). Except as expressly stated herein, this MSA does not grant BRYTER any Intellectual Property Rights or any other rights in respect of the Customer IP. For the avoidance of doubt such ownership of Customer IP shall not give Customer any rights to access or use the Software or applicable Documentation after the expiry or termination of the respective Order (save that BRYTER shall make the Software available to Customer upon request for a maximum of 30 days post termination solely for the purposes of downloading the Customer Data which is stored on Case Databases).

14. Limitation of Liability.

14.1. BRYTER shall be liable under the terms of this MSA, any Order and SOW in accordance with the provisions set out in this section:

14.1.1. BRYTER shall be liable for damages occurred due to the provision of any Professional Services and/or the Software which BRYTER provides free of charge in accordance with the statutory provisions.

14.1.2. Notwithstanding the foregoing, BRYTER shall be fully liable for damages in connection with the provisions of any other services provided under this MSA in the event of intent (*Vorsatz*) and gross negligence (*grobe Fahrlässigkeit*) as well as for damages caused by injury to life, body, or health.

14.1.3. In the event of slight negligence (*einfache Fahrlässigkeit*), BRYTER shall be liable only for breaches of a material contractual obligation. A material contractual obligation in the meaning of this provision is an obligation which makes the implementation of this MSA possible in the first place and upon which the contractual partner may therefore generally rely.

14.1.4. In the event of section 14.1.3, BRYTER’s liability for any lack of commercial results, indirect damages and loss of profits is excluded.

14.1.5. Liability according to section 14.1.3 shall be limited to typical and foreseeable damages at the time of conclusion of each respective Order or SOW. The Parties agree that the typical foreseeable damage per event shall be limited to the amount set out in the respective Order or SOW, respectively.

14.1.6. The liability for loss of data in the event of section 14.1.3 shall be limited to typical recovery costs which would arise if Customer had made a backup of the relevant data.

14.1.7. Limitations of liability shall also apply to employees, sub-contractors and agents of BRYTER.

14.2. The potential liability of BRYTER for any guarantees or claims based on the German product liability act (*Produkthaftungsgesetz*) remains unaffected.

14.3. Further liability of BRYTER shall be excluded.

15. Term and Termination.

15.1. This MSA takes effect on the Effective Date and will remain in effect until all respective Orders and Renewal Orders have expired or been terminated.

15.2. Each Order shall commence on the Start Date. Subject to earlier termination in accordance with sections 9.5, 15.3 or 15.4, the Order will continue for the Initial Term and then for successive Renewal Terms unless terminated by either Party in written notice with a notice period of at least 90 days to the end of the Initial Term or the respective Renewal Term. In the event an Order sets out a Trial Period, the Trial Period shall automatically roll over into the Initial Term unless agreed otherwise in the respective Order.

15.3. An Order may be terminated by a Party immediately upon notice to the other Party if the other Party (i) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or creditor assignment or analogous event in any applicable jurisdiction, or (ii) breaches any of its obligations under this MSA and/or the respective Order in any material respect, which breach is not remedied within thirty (30) days following written notice to the breaching Party.

15.4. An Order may also be terminated by Customer immediately on written notice to BRYTER in the event of a Persistent Breach by BRYTER in relation to that Order.

15.5. Notwithstanding the foregoing, termination following Migration/Deletion pursuant to section 9.5 does not entitle Customer to any refund of prepaid Fees unless expressly agreed otherwise. All unpaid Fees accrued up to the effective date of such termination remain payable. For fixed-term Orders terminated following Migration/Deletion and not constituting a valid termination for cause in accordance with Sections 15.3, 15.4 or 15.8, an early termination charge applies: 20% of the remaining Fees if termination occurs in the first half of the fixed term, or 10% if in the second half; such charge applies only to unpaid portions.

15.6. Upon termination of this MSA and any Order, Customer shall cease using the Software immediately. Following termination by Customer in accordance with section 15.3 or 15.4, BRYTER shall refund to Customer any fees paid by the Customer in advance in respect of the period following the date of termination. If the Order is terminated by BRYTER in accordance with section 15.3, Customer will promptly pay any unpaid amounts including those covering the remainder of the Subscription Term. In no event will termination relieve Customer of its obligation to pay any fees payable to BRYTER for the period prior to the effective date of termination.

15.7. During the Subscription Term, Customer can access its Customer Data at any time. In regard to the BRYTER Workflows, Customer may perform a final export of Customer Data which is stored on Case Databases before the Subscription Term expires. After the end of the Subscription Term, BRYTER will delete or overwrite the Customer Data remaining on servers hosting the Software unless applicable mandatory law requires retention. Retained data is subject to the confidentiality provisions in this MSA.

15.8. Each Party's statutory rights of termination for good cause shall remain unaffected.

16. General.

16.1. **Data Protection.** The Parties acknowledge that all provisions related to applicable data protection laws are set out in a separate data protection agreement which is an addendum to this MSA.

16.2. **Entire Agreement.** This Agreement sets out the entire agreement between the Parties and supersedes any previous agreements between the Parties relating to its subject matter. No terms or conditions contained in a purchase order or any other document or implied course of dealing shall apply to this Agreement. Each Party acknowledges and agrees that it has not relied on any representations made by the other except as set forth in this Agreement. Any such representations are excluded.

16.3. **Waiver.** A waiver of any right under this Agreement is only effective if it is expressed as a waiver and sets out which provision is being waived in writing. It applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

16.4. **Invalid provisions.** If any provision (or part of a provision) of this Agreement is found by any court or body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

16.5. **Governing Law and Jurisdiction.** This Agreement and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) will for all purposes be solely and exclusively governed, construed, and enforced in accordance with the laws of Germany. Both parties submit to the exclusive jurisdiction of the courts of Hamburg, Germany.

16.6. **Third Party Rights.** A person who is not a party to the Agreement has no rights to enforce, or to enjoy the benefit of, any term of this Agreement (except as otherwise stated herein).

16.7. **Assignment.** Subject to section 354a German Commercial Code, neither BRYTER nor Customer may assign or otherwise transfer this Agreement or any of its rights or obligations under it to any third party without prior written consent from the other party. Any attempted assignment, or other transfer in violation of this provision shall be void. Nothing in this section shall restrict a party from assigning its rights under this Agreement to any undertaking which acquires its business, provided that such acquiring entity is not a competitor of the non-assigning Party and the assigning Party is not in breach of this Agreement.

16.8. **Force Majeure.** Neither Party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from a Force Majeure Event. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance

of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for the period of fourteen (14) days, the Party not affected may terminate the Agreement by giving seven (7) days' written notice to the affected Party.

16.9. **Notices.** All notices given under this Agreement (except for notices given pursuant to Appendix 2) must be in writing and sent by pre-paid letter post or by email to the postal or email address for legal notice set out on the Order or to such other postal or email address as may from time to time be notified in accordance with this section, and will be deemed to have been given: if sent by pre-paid letter post, two Business Days after posting; and if sent by email, three Business Hours after being sent to the correct email address (provided the sender has not received notice of failure of delivery). Any notice sent to BRYTER must be copied to legal@bryter.io.

16.10. **Variations.** Save as otherwise expressly stated in this Agreement, the terms of this Agreement may only be modified or varied in writing executed by duly authorized representatives of both parties.

16.11. **Survival.** Sections 4 (Restrictions on Use), 11 (Confidentiality), 13 (IP Ownership), 14 (Limitation of Liability), 15.5 (Effect of Termination), and 16 (General) of this Agreement shall survive termination.

Appendix 1

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Definitions

General

“Account” means each Authorized User’s personal login to the Software.

„Adjustment“ means an adjustment to the Fees as described in section 8.2.

“Admin” means an Authorized User with access to the admin console as set out in the BRYTER Workflows Documentation and, for BEAMON AI, a heightened administrative role with centralized control over user access and core system governance, including elevated troubleshooting capabilities beyond standard user-level controls.

“Affiliate” of any Party means any other legally independent entity that directly, or indirectly through one or more intermediaries, is in control of, controlled by, or is under common control with the Party.

“Agreement” means the Master Service Agreement, the Definitions, the Data Processing Addendum, the Support and Maintenance Services, the Privacy Policy, any Order and / or Renewal Order referencing the Master Service Agreement, and any auxiliary agreements referenced in an Order as the case may be.

“AI Content” means any content, data, or information generated by the AI Service in response to Input provided by Customer or its Authorized Users. Output may include but is not limited to natural language text, summaries, extracted data, or recommendations. For the avoidance of doubt, AI Output is not reviewed, verified, or curated by BRYTER and may be inaccurate, incomplete, or misleading. AI Output is considered part of the Content as defined in Section 12 of this Agreement.

“AI Service” means feature(s) or functionality within the Software as described in section 12.

“API” means the documented application programming interfaces made available by BRYTER that enable automated interaction with the Software, including access to Exportable Customer Data for purposes of Migration or Deletion in accordance with applicable interoperability standards. Software-specific API endpoints and capabilities are set forth in the applicable Documentation.

“Authorized User” means a person at Customer or its Affiliates to whom Customer grants access authorization to use the Software. Admins are always Authorized Users and are also referred to as Authors.

“BEAMON AI” means a software-as-a-service solution hosted by BRYTER or its subcontractors that leverages large language models to automate tasks such as contract review, information extraction, content generation, and the interactive resolution of user queries through a conversational interface. Beamon AI is an AI Service within the meaning of Section 12. BEAMON AI includes the two basic features BEAMON Assist and BEAMON Extract.

“BEAMON Assist” means a software as a service solution hosted by BRYTER or its subcontractors which automates tasks with the help of large language models. BEAMON Assist is part of BEAMON AI and an AI Service within the meaning of section 12.

“BEAMON Extract” means a software as a service solution hosted by BRYTER or its subcontractors which automates contract review and extraction functionality with the help of large language models. BEAMON Extract is part of BEAMON AI and an AI Service within the meaning of section 12.

“BRYTER Data” means any information or data provided by BRYTER to Customer as part of the Software and/or Professional Services, together with any feedback from Customer, and Usage Data.

“Business Days” means Monday to Friday excepting bank holidays in the location where the contracting BRYTER entity is incorporated.

“Business Hour” means any hour on such days in such time zones between 9am and 5pm.

“Confidential Information” means non-public information that either Party may obtain from the other or have access to by virtue of the Agreement, including, but not limited to, each Party’s data and each Party’s proprietary software and computer operations, all code, inventions, algorithms, business concepts, workflow, marketing, financial, business and technical

information, the terms and pricing under the Agreement, and all information either clearly identified as confidential or that is of a nature that a reasonable person would understand to be confidential.

“**Consumption Limit**” means the maximum number of tokens that can be consumed in AI Services per Tenant per day within the meaning of section 12.3.2.

“**Customer Data**” means any data provided by Customer (including text, audio, video and images) which BRYTER processes in connection with the provision of access to the Software and/or performance of Professional Services under a SOW and/or Guided Building and/or BRYTER Virtual Training Program.

“**Customer Support**” means the services as described and limited in section 2 and 4 in Appendix 2 (Support and Maintenance Services).

“**Deletion**” means the complete and irreversible erasure of all Customer Data from BRYTER’s systems (including backups), except where retention is required by applicable law.

“**Documentation**” means any technical literature or instructions, and other written materials ordinarily provided by BRYTER with regard to the Software.

“**Downtime**” means the total number of minutes during a calendar month for a given functionality of the Software during which that functionality is unavailable, excluding any Excluded Downtime. A minute is considered to be unavailable for a given functionality if all continuous attempts by BRYTER’s monitoring system to write to that functionality within that minute fail. Partial minutes of unavailability will not be counted as Downtime.

“**Effective Date**” means the date on which Customer signs its first Order or any subsequent Order. If signed on separate days, Effective Date means the date of the last signature.

“**End User**” means each person who is authorized by Customer to use the Software without being an Authorized User. For the BRYTER Workflows this means each person who is authorized by Customer to use a Module or an Application and includes both Internal Users and External Users. For BEAMON Assist, this includes only Internal Users.

“**Error**” means a condition which results from the Software materially failing to perform as set forth in the applicable Documentation.

“**Excluded Downtime**” means any minutes of Downtime in any given month of the Subscription Term resulting in whole or in part from any of the following:

- BRYTER or Customer performing Scheduled Maintenance;
- Termination of the MSA;
- Suspension due to overdue payments;
- Factors outside of BRYTER’s reasonable control, including any Force Majeure Event, internet access issues, Downtime resulting from outages, model changes, or any other type of inoperability of Third-Party Services or parts thereof, or related problems;
- Any actions or inactions of Customer or any third party on behalf of Customer;
- Customer’s use of the Software in a manner inconsistent with the applicable Documentation or BRYTER’s guidance;
- Attributable to acts by persons gaining unauthorized access to or use of the Software due to Customer’s failure to maintain and control security and access to the Software; and
- Attributable to the acts or omissions of Customer or its employees, agents, contractors, or vendors, or anyone gaining access to the Software and/or the Support services by means of Customer’s credentials or equipment.

“**Exportable Customer Data**” means the subset of Customer Data that is exportable via the API for Migration or Deletion under the EU Data Act (Regulation (EU) 2023/2854) and subject to applicable legal or technical limitations as set out in the applicable Documentation.

“**External User**” means an End User who does not form part of Customer’s workforce.

“**Fees**” means the consideration payable by Customer to BRYTER for the use of the Software and/or the Professional Services and/or Guided Building and/or BRYTER Virtual Training Program, as defined in the respective Order and/or SOW.

“Force Majeure Event” means circumstances beyond a Party’s reasonable control including but not limited to: any strike, lock-out or other industrial dispute; the failure or interruption of a utility service or transport or telecommunications network (including the internet); any act of God, war, riot, civil commotion, malicious damage; compliance with any law or governmental order, rule, regulation or direction; any accident, breakdown of plant or machinery; any fire, flood, storm or other adverse weather condition.

“Initial Term” means the first term, commencing on the respective Start Date, during which BRYTER shall grant access to the Software as defined in an Order.

“Instruction” means instruction issued by Controller to Processor, directing the same to perform a specific action with regard to Personal Data (including, but not limited to, depersonalizing, blocking, deletion, making available).

“Intellectual Property” means any patents, patent rights, design rights, copyrights, database rights, trade secrets, know-how, trademarks, trade names, service marks and other intellectual property embodied therein and all applications and rights to apply for registration or protection rights pertaining thereto, in existence on the Effective Date or created in the future. Rights regarding Intellectual Property shall be referred to as **“Intellectual Property Rights”**.

“Internal User” means an End User that is employed by Customer.

“Maintenance Work” means the development and adaption of the Software by BRYTER in order to improve the Software and/or introduce new functions or eliminate Errors, which may lead to unavailability.

“Migration” means the process by which all Exportable Customer Data is transferred from BRYTER’s environment to another data processing service provider or to Customer’s own on-premises infrastructure.

“Order” means an order form signed by both Parties that references this MSA.

“Persistent Breach” means a failure to meet (i) the availability service level set out in section 1 of Appendix 2 more than three times in any period of 3 consecutive months, or (ii) the Support obligations in Appendix 2 more than 3 times in any period of three months.

“Personal Data” has the meaning according to Article 4 no. 1 of the General Data Protection Regulation (GDPR).

“Processing” has the meaning according to Article 4 no. 2 of the General Data Protection Regulation (GDPR).

“Professional Secrets” means data that is subject to professional secrecy obligations (*“Berufsgeheimnis”*) under section 203 of the German Criminal Code or other confidentiality obligations under national law.

“Renewal Term” means a period of 12 months beginning on the expiry of the Initial Term or the immediately preceding Renewal Term, as applicable.

“Response Time” means the time from the receipt of an incident or Support Request notification to the provision of an initial response by BRYTER.

“Restricted Release” has the meaning given to it in section 5.

“Scheduled Maintenance” means any repair, maintenance or update to the Software which disrupts the use of the Software. Maintenance will be performed according to the following schedule:

- For EU Cloud Hosting between 10PM (CET) and 5AM (CET) on Wednesdays.
- For US Cloud Hosting between 1AM (EST) and 4AM (EST) on Thursdays.

“Scope” means, in relation to the Software, the limitations on usage set out in an Order.

“Service Availability” means service uptime of the Software at a standard operating time of 24x7 on 365 or 366 days per year excluding any Excluded Downtime.

“Session” means the user interaction with a Live Application, beginning with an End User triggering the start node of a Live Module.

“SLA” means the service level agreement attached to this MSA as part of the Support and Maintenance Services set out in Appendix 2.

“Software” means all services offered by BRYTER as described in section 1 but excluding Professional Services, Guided Building, BRYTER Virtual Training Program and Support and Maintenance Services.



“**Start Date**” means the start date of the Subscription Term of each respective Order as indicated therein.

“**Sub-processor**” means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Controller in connection with the MSA.

“**Subscription Term**” means the duration of an Order for Software, including the Initial Term and any Renewal Term, but excluding the Trial Period.

“**Support and Maintenance Services**” the services specified in [Appendix 2](#).

“**Support Request**” means a question or request from Customer in the Ticketing System that are designated as less critical, for example because Customer’s operations in the Software are minimally impacted, a workaround exists that minimizes impact on Customer’s operations, or Customer wishes to register a request for a new or enhanced feature. A request is processed as Support Request provided that it concerns the functionality of the Software.

“**Switching Process**” means the Migration or Deletion of Exportable Customer Data.

“**Taxes**” means any and all applicable sales, value added or withholding tax, or other assessments imposed or collected by any governmental entity worldwide under or pursuant to the MSA (excluding any other taxes that BRYTER is required to pay in its country of incorporation).

“**Team**” means a group of people employed by Customer who perform interdependent tasks to work towards accomplishing a common mission or specific objective. For BRYTER Assist, a Team includes the persons added to the Software as team members and whose access is not limited to asking Questions.

“**Tenant**” means an isolated share of the Software. It offers user access and authorization management, data storage and configuration.

“**Third-Party Services**” means software not manufactured by BRYTER that is either implemented in the Software or provided together with the Software.

“**Ticketing System**” means Customer sending a Support Request in English via e-mail to: support@bryter.io.

“**Trial Period**” means the trial period defined in an Order during which Customer may test the Software.

“**Usage Data**” means anonymized information collected by BRYTER in relation to Customer’s and End Users’ use of the Software (including analytics, data and insights).

BRYTER Workflows

In addition to the general definitions above, the following definitions apply to licenses of the BRYTER Workflows.

“**Additional Features**” means any feature that BRYTER has agreed to provide to Customer in accordance with the terms of an Order or which Customer has decided to purchase and which is not necessarily included in the BRYTER Workflows (without an Order) and which are listed [here](#).

“**AI Connector**” means the set of nodes which perform actions with the help of large language models and is used within a module.

“**Application**” means a set of one or several Module(s), case databases, data views and further software functionalities (as applicable) that can be combined to create a solution for one specific use case or larger purpose and is built by Authorized Users except when Building Services are expressly set out in a separate SOW.

“**Author**” means a specific and personalized login and password ascribed to an Authorized User who may use the BRYTER Workflows to build and publish Live Applications and Live Modules.

“**Authorized User**” means a person at Customer or its Affiliates to whom Customer grants access authorization to use the BRYTER Workflows. Admins are always Authorized Users and are also referred to as Authors.

“**Basic Features**” means any functionality of the BRYTER Workflows including but not limited to different types of input, value and action nodes excluding any Additional Features.

“**BRYTER Workflows**” means the solution hosted by BRYTER or BRYTER’s subcontractors and made available as a software as a service (SaaS), including Additional Features where these have been purchased by Customer, and including any

developments to such product resulting from the provision of Professional Services. BRYTER reserves the right to add new Additional Features without a respective Order. Such Additional Features will not become part of the license unless expressly specified in Customer's respective Order. For the avoidance of doubt, the BRYTER Workflows is fully functional without Additional Features.

"BRYTER Workflows Documentation" means guidelines, instructions and recommended actions for the BRYTER Workflows available [here](#).

"BRYTER Connect" means services that allow for the connection to the BRYTER Workflows from other systems through APIs and the possibility for Customer to create additional functions in Modules and Applications ("**Custom Actions**"). The functionalities and limitations of BRYTER Connect are outlined in the BRYTER Connect documentation hub (<https://developer.bryter.io/>). Customer is solely responsible for any implementations of the Custom Actions running in its Applications.

"BRYTER Multi-Client" means the Additional Feature through which Customer can build and maintain an Application once, and make it available to multiple clients. Each client will have a separate environment with separate users and data, and the Application can be themed differently.

"BRYTER Multi-language" means the Additional Feature through which you can deliver multi-language Applications by building Modules and (automatically) translating their contents into different languages.

"BRYTER Sandbox" means that Customer may build Test Applications on the BRYTER Workflows. Customer is not allowed to publish Applications and/or Modules to the live environment.

"BRYTER Virtual Training Program" means a virtual training service provided by BRYTER to enable Authors to use all Basic Features for building and maintaining Applications on BRYTER Workflows.

"Building Services" means services using the Software to create solutions tailored to Customer's needs.

"Case Database" means a configurable data storage as part of an Application with the primary purpose to collect and store case records in order to reuse and inter-connect them for further purposes.

"Components" means collectively, the automation features and workflow features of the Software.

"Customer Success" means additional help through a customer success manager. Customer success activities performed by BRYTER are tailored to each Customer and may include the following: (i) onboarding planning; (ii) regular check-ins; (iii) goals and metrics tracking; (iv) service coordination and oversight; (v) adoption and success plan design; for the avoidance of doubt, this does not include instructor-led workshops, training sessions or Building Services if not specified otherwise in the Order Form or a separate SOW.

"Deliverables" means all Building Services, goods, records, reports, documents, papers and other materials (in documentary, electronic or other form) produced or to be produced by or on behalf of BRYTER for Customer as part of the Professional Services pursuant to the execution of a SOW.

"Document Template" means a file that serves as a starting point to create a Document Type and that can be uploaded within a "Create Document" node within the BRYTER Workflows.

"Document Type" means a specific type of document for a specific use case (i.e., NDA, Employment Contract).

"Guided Building" means educative help offered to Customer in building their Applications with the intention of enabling Customer to autonomously design and build Applications. For the avoidance of doubt Customer remains responsible for the completion, functionality and maintenance of the Application and BRYTER does not owe specific Deliverables nor completion of such Application. Guided Building can be purchased via e-mail (support@bryter.io) and will be invoiced up-front upon purchase at the then applicable rate communicated upon the purchase request.

"Internal Live Application" means a Live Application that can only be used by an Authorized User or an Internal User. Any other Live Application shall be a "**External Live Application**".

"Live Application" means an Application in which at least one Module has been published to the live staging environment by an Authorized User using the publishing feature of the BRYTER Workflows. Any other Application shall be a "**Test Application**".

“**Live Module**” means a Module which has been published to the live staging environment by an Authorized User using the publishing feature of the BRYTER Workflows. Live Modules are part of a Live Application. Any other Module shall be a “**Test Module**”.

“**Module**” means a single workflow or process built on the BRYTER Automation Platform which consists of an undefined number of nodes that form a single, independent and executable unit always beginning with a start node and ending with a result node.

“**Pages**” means flexible and responsive dashboards, entry pages, and other kinds of user-facing pages, consisting of charts, KPIs, and other content built by Authors.

“**Professional Services**” means the customization, Application development, implementation and/or training services provided on the basis of a project scope defined in a separate SOW and will be invoiced separately monthly in arrears. Each day of Professional Services includes up to 8 business hours.

“**SOW**” means a statement of work, detailing the Professional Services to be provided by BRYTER and paid for by Customer.

“**Test Author**” means a specific and personalized login and password ascribed to an Authorized User who may only use the BRYTER Workflows for the purposes of testing and for training/workshop formats, not for publishing Live Modules and Live Applications.

Appendix 2

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“Support and Maintenance Services”

1. Definitions.

The capitalized terms used in this Appendix shall have the meaning as set forth in the Definitions (Appendix 1) to the MSA.

2. Scope

Subject to each of the other provisions of the MSA, with the purchase of the Software, BRYTER will provide the following Support and Maintenance Services during the applicable Subscription Term:

- i. support Customer with questions concerning the use of the Software in the process of development and in the operation of Applications;
- ii. make available new versions of the Software as outlined below; and
- iii. respond to Support Requests.

3. Customer’s responsibilities

Customer acknowledges that its cooperation is essential to the proper performance of Support and Maintenance Services by BRYTER. To enable BRYTER to provide Support and Maintenance Services, Customer agrees to the following:

- i. If an Error occurs, Customer will promptly inform BRYTER via the Ticketing System;
- ii. The Error must be reproducible by BRYTER without using a special, adapted or extended version of the Software. If necessary, Customer agrees to assist BRYTER in reproducing the Error. Should such a reproduction be impossible, the Error will be described by Customer as precisely as possible;
- iii. If an Error is reported, Customer will (a) provide BRYTER with the information requested to eliminate the problem and support BRYTER in eliminating the Error; and (b) inform BRYTER of any modifications it has made to its usage of the Software, or any other issues of which Customer is aware of; and
- iv. Unless it is commercially unreasonable to do so, Customer will implement suggestions from BRYTER on elimination of Errors.

4. Excluded services

Support and Maintenance Services under the MSA do not include and/or apply to any of the following:

- i. Support and maintenance services on Customer’s infrastructure and/or premises;
- ii. Development of software programs that have other functions than those described in the applicable Documentation;
- iii. Programming services to integrate the Software with products of Customer or Third Parties;
- iv. Support and maintenance services in relation to Downtime resulting from outages, model changes, or any other type of inoperability of Third-Party Services or parts thereof;
- v. Support of adaptations and extensions of the Software programmed by Customer;
- vi. Support and Maintenance Services do not apply to the AI functionalities integrated into the Software (including BEAMON AI), particularly in cases of model changes, token consumption limits, hallucinated output, and probabilistic behavior of LLMs. No guaranteed response or resolution time applies to AI Service-related functionality;
- vii. Support in connection with the enforcement of token consumption limits or consequences of reaching such limits is excluded from Support and Maintenance Services;
- viii. Introduction and training of Customer’s employees in the use of the Software;
- ix. Recommendation of action for the optimal use of the Software;

- x. Error correction and consulting services in case of operational Errors that are based on non-compliance with the operating conditions for the Software contained in the applicable Documentation;
- xi. Developing use cases and/or Applications for Customer, or answering questions on these use cases and/or Applications architecture;
- xii. Customized work already covered by a separate SOW;
- xiii. Debugging Applications and/or Modules;
- xiv. Answering questions about BRYTER's roadmap;
- xv. Any Software provided free of charge, including but not limited to access to the Sandbox.
- xvi. BRYTER Virtual Training Program, Guided Building and Professional Services;
- xvii. Any other services not specifically set forth herein, including, but not limited to, customization, programming, integration, recovery of data, support of Customer-specific adaptations or add-on programs and program components, support of modifications, installation, training, analysis or corrections of Errors caused by Customer's non-compliance with this Agreement or Documentation or unauthorized modifications.

5. Ticketing System and Service Availability

- a. Subject to each of the other provisions of the MSA, with the purchase of the Software, BRYTER will respond to queries submitted through the Ticketing System regarding Errors and Support Requests using commercially reasonable efforts.
- b. BRYTER will use commercially reasonable efforts to ensure a Service Availability of 99.5% per month for the Software.
- c. The use of AI Services is subject to daily token consumption limits as defined in the Master Service Agreement. If a Customer exceeds the daily consumption limit of 10,000,000 tokens per Tenant, BRYTER may restrict further access to the AI Services for that Tenant until the next calendar day. Such restrictions do not constitute Downtime and are excluded from the Service Availability calculation.

AUFTRAGSVERARBEITUNGSVERTRAG

zwischen

dem Kunden, der in der jeweils geltenden Leistungs- bzw. Bestellvereinbarung („**Order Form**“) namentlich benannt ist (nachfolgend „**Kunde**“ oder „**Verantwortlicher**“)

und

der **BRYTER GmbH**, Biebergasse 2, 60313 Frankfurt am Main, Deutschland (nachfolgend „**BRYTER**“ oder „**Auftragsverarbeiter**“)

(Kunde und BRYTER gemeinsam die „**Parteien**“, jeweils eine „**Partei**“).

Zwischen dem Verantwortlichen und BRYTER besteht ein Vertrag über die Nutzung der BRYTER-Software sowie etwaiger weiterer Dienstleistungen („**Rahmenvertrag**“).

Im Rahmen der Erfüllung dieses Rahmenvertrags kann der Verantwortliche personenbezogene Daten an BRYTER übermitteln, damit diese im Auftrag des Verantwortlichen verarbeitet werden.

Dieser Auftragsverarbeitungsvertrag („**AVV**“) regelt die Rechte und Pflichten der Parteien hinsichtlich der Verarbeitung solcher personenbezogener Daten gemäß Art. 28 DSGVO.

Darüber hinaus enthält der AVV in Abschnitt 6 diejenigen ergänzenden Regelungen, die im Hinblick auf die Einhaltung berufsrechtlicher Verschwiegenheitspflichten – insbesondere nach §§ 43a, 43e BRAO und § 203 StGB – erforderlich sind, sofern der Verantwortliche derartige Pflichten zu beachten hat. Soweit im Rahmen dieses AVV personenbezogene Daten verarbeitet werden, die zugleich berufsrechtlich geschützte Geheimnisse im Sinne der genannten Vorschriften darstellen, finden die Regelungen dieses AVV zum Schutz personenbezogener Daten ergänzend Anwendung, soweit sie mit den berufsrechtlichen Verschwiegenheitspflichten vereinbar sind. Abschnitt 6 dieses AVV bleibt vorrangig anwendbar.

1. Allgemeine Bestimmungen

- 1.1 Der Kunde ist der Verantwortliche gemäß Artikel 4 Nr. 7 der DSGVO. BRYTER ist der Auftragsverarbeiter gemäß Artikel 4 Nr. 8 der DSGVO.
- 1.2 BRYTER verarbeitet personenbezogene Daten ausschließlich zur Erfüllung des Rahmenvertrags, einschließlich der jeweils geltenden Order Forms und etwaiger Projekt- oder Leistungsbeschreibungen (Statements of Work), sowie auf dokumentierte Weisung des Verantwortlichen gemäß Art. 28 DSGVO.
- 1.3 Gegenstand und Zweck der Verarbeitung ergeben sich aus dem Rahmenvertrag und den genannten Vereinbarungen.
- 1.4 Dauer und Umfang der Verarbeitung richten sich nach den Vorgaben des Rahmenvertrags, einschließlich der jeweils geltenden Order Forms und den Weisungen des Verantwortlichen, soweit in diesem AVV nichts Abweichendes bestimmt ist.
- 1.5 Soweit in diesem AVV Begriffe verwendet werden, die in der DSGVO definiert sind, gelten die gesetzlichen Definitionen.

2. Art der personenbezogenen Daten und Kategorien betroffener Personen

- 2.1 Die im Rahmen der BRYTER-Software verarbeiteten personenbezogenen Daten ergeben sich aus den Inhalten und Informationen, die der Verantwortliche in die BRYTER-Software eingibt oder an BRYTER übermittelt. BRYTER hat keinen Einfluss auf die Art, den Umfang oder die Kategorien der personenbezogenen Daten, die der Verantwortliche zur Verarbeitung bereitstellt. Dementsprechend können alle Arten personenbezogener Daten verarbeitet werden, einschließlich besonderer Kategorien personenbezogener Daten, sofern deren Verarbeitung durch den Verantwortlichen zulässig ist.
- 2.2 Die typischerweise im Rahmen der Nutzung der BRYTER-Software verarbeiteten personenbezogenen Daten sowie die betroffenen Personengruppen ergeben sich aus folgender Übersicht:

Art der personenbezogenen Daten	Kategorien der betroffenen Personen	Zweck der Verarbeitung	Verarbeitungsdauer
IP-Adresse	<ul style="list-style-type: none"> • Autorisierte Nutzer • Endnutzer, falls eine Anmeldung erforderlich ist 	Funktionalität und Sicherheit	90 Tage nach letzter Anmeldung
Vorname	<ul style="list-style-type: none"> • Autorisierte Nutzer • Endnutzer, falls eine Anmeldung erforderlich ist 	Funktionalität und Sicherheit	Bis zur Kündigung des Rahmenvertrags
Nachname	<ul style="list-style-type: none"> • Autorisierte Nutzer • Endnutzer, falls eine Anmeldung erforderlich ist 	Funktionalität und Sicherheit	Bis zur Kündigung des Rahmenvertrags
E-Mail-Adresse	<ul style="list-style-type: none"> • Autorisierte Nutzer • Endnutzer, falls eine Anmeldung erforderlich ist 	Funktionalität und Sicherheit	Bis zur Kündigung des Rahmenvertrags
Passwort	<ul style="list-style-type: none"> • Autorisierte Nutzer • Endnutzer, falls eine Anmeldung erforderlich ist 	Funktionalität und Sicherheit	Bis zur Kündigung des Rahmenvertrags

- 2.3 Die Kategorien betroffener Personen hängen von den jeweiligen Daten ab, die der Verantwortliche übermittelt. Betroffen sein können insbesondere autorisierte Nutzer des Verantwortlichen sowie weitere Personen, deren Daten der Verantwortliche in die BRYTER-Software eingebracht hat (z. B. Kunden, Mitarbeiter, Geschäftspartner oder sonstige Dritte).

3. Rechte und Pflichten des Verantwortlichen

- 3.1 Der Verantwortliche ist allein dafür verantwortlich, dass die Verarbeitung personenbezogener Daten nach Maßgabe dieses AVV, des Rahmenvertrags sowie der

jeweils geltenden Order Form rechtmäßig erfolgt. Dies umfasst insbesondere die Prüfung und Sicherstellung der datenschutzrechtlichen Zulässigkeit der Verarbeitung, einschließlich der Einhaltung der Voraussetzungen der Art. 6 und – sofern einschlägig – Art. 9 DSGVO.

- 3.2 Sofern besondere Kategorien personenbezogener Daten im Sinne des Art. 9 DSGVO verarbeitet werden, stellt der Verantwortliche sicher, dass hierfür eine einschlägige Rechtsgrundlage gemäß Art. 9 Abs. 2 DSGVO besteht und geeignete Schutzmaßnahmen ergriffen werden.
- 3.3 Soweit im Rahmenvertrag nichts Abweichendes geregelt ist, ist der Verantwortliche für die Bearbeitung von Anfragen betroffener Personen nach Art. 12 bis 22 DSGVO zuständig. BRYTER wird Anfragen betroffener Personen, die erkennbar an den Verantwortlichen gerichtet sind, unverzüglich an diesen weiterleiten.
- 3.4 Der Rahmenvertrag sowie die jeweils geltenden Order Form einschließlich dieses AVV sowie die vertragsgemäße Nutzung der BRYTER-Software gelten als die vollständigen dokumentierten Weisungen des Verantwortlichen im Sinne des Art. 28 Abs. 3 lit. a DSGVO. Der Verantwortliche ist berechtigt, BRYTER ergänzende Weisungen zu erteilen, soweit diese zur Einhaltung datenschutzrechtlicher Vorgaben erforderlich sind und den Regelungen des Rahmenvertrags sowie dieses AVV nicht widersprechen.
- 3.5 Weisungen des Verantwortlichen bedürfen der Textform oder einer dokumentierten elektronischen Form. Mündliche Weisungen sind unverzüglich in Textform oder dokumentierter elektronischer Form zu bestätigen. Änderungen des Gegenstands oder der Modalitäten der Verarbeitung sind zwischen den Parteien abzustimmen und entsprechend zu dokumentieren.
- 3.6 Der Verantwortliche ist berechtigt, die Einhaltung der datenschutzrechtlichen Verpflichtungen von BRYTER nach Maßgabe der geltenden Datenschutzgesetze und dieses AVV zu überprüfen oder durch einen zur Vertraulichkeit verpflichteten und fachlich geeigneten Dritten überprüfen zu lassen. BRYTER stellt dem Verantwortlichen die hierfür erforderlichen Informationen zur Verfügung und unterstützt Prüfungen nach Maßgabe dieses AVV.
- 3.7 Prüfungen und Inspektionen sind so durchzuführen, dass sie den Geschäftsbetrieb von BRYTER nicht unangemessen beeinträchtigen. Vor-Ort-Prüfungen finden – vorbehaltlich eines berechtigten Anlasses – höchstens einmal pro Kalenderjahr, während der üblichen Geschäftszeiten und nach vorheriger Abstimmung statt. BRYTER ist berechtigt, Prüfer abzulehnen, die Wettbewerber von BRYTER sind, nicht über die erforderliche Fachkunde verfügen oder nicht unabhängig sind.
- 3.8 Ein wesentlicher Teil der Verarbeitung personenbezogener Daten erfolgt unter Einsatz von Cloud-Infrastrukturen, insbesondere durch Amazon Web Services und Microsoft Azure. Vor-Ort-Prüfungen in den Geschäftsräumen von BRYTER sind daher nur eingeschränkt geeignet, die Einhaltung der datenschutzrechtlichen Anforderungen zu überprüfen. Auf Verlangen des Verantwortlichen wird BRYTER Prüfungen bei Unterauftragsverarbeitern im Rahmen der jeweils bestehenden Auftragsverarbeitungsverträge sowie der geltenden datenschutzrechtlichen Vorgaben veranlassen
- 3.9 Der Verantwortliche unterrichtet BRYTER unverzüglich, wenn er im Rahmen von Prüfungen oder auf sonstige Weise Mängel oder Unregelmäßigkeiten im Zusammenhang mit der

Verarbeitung personenbezogener Daten feststellt oder datenschutzrechtliche Beanstandungen erhebt.

- 3.10 Der Verantwortliche trägt die angemessenen und nachweislich entstandenen Kosten, die BRYTER im Zusammenhang mit Prüfungen oder Vor-Ort-Inspektionen nach dieser Ziffer entstehen, soweit diese nicht auf einen Verstoß von BRYTER gegen datenschutzrechtliche Pflichten zurückzuführen sind.

4. Pflichten des Auftragsverarbeiters

- 4.1 BRYTER verarbeitet personenbezogene Daten ausschließlich im Rahmen des Rahmenvertrags und dieses AVV sowie ausschließlich auf dokumentierte Weisung des Verantwortlichen, sofern BRYTER nicht aufgrund zwingender unionsrechtlicher oder mitgliedstaatlicher Vorschriften zu einer abweichenden Verarbeitung verpflichtet ist. In einem solchen Fall informiert BRYTER den Verantwortlichen vor der Verarbeitung über diese rechtliche Verpflichtung, sofern das betreffende Recht eine solche Mitteilung nicht aus Gründen eines wichtigen öffentlichen Interesses untersagt.
- 4.2 Unter Berücksichtigung der Art der Verarbeitung unterstützt BRYTER den Verantwortlichen durch geeignete technische und organisatorische Maßnahmen dabei, seinen Verpflichtungen zur Wahrung der Rechte betroffener Personen gemäß Art. 12 bis 22 DSGVO nachzukommen, soweit dies BRYTER möglich ist.
- 4.3 Unter Berücksichtigung der Art der Verarbeitung und der BRYTER zur Verfügung stehenden Informationen unterstützt BRYTER den Verantwortlichen bei der Einhaltung seiner Pflichten gemäß Art. 32 DSGVO sowie – soweit erforderlich – bei der Durchführung einer Datenschutz-Folgenabschätzung und einer etwaigen vorherigen Konsultation gemäß Art. 35 und 36 DSGVO. BRYTER stellt dem Verantwortlichen die hierfür erforderlichen Informationen unverzüglich zur Verfügung.
- 4.4 BRYTER stellt sicher, dass alle Personen, die unter seiner Verantwortung personenbezogene Daten des Verantwortlichen verarbeiten, (i) einer angemessenen vertraglichen oder gesetzlichen Verschwiegenheitspflicht unterliegen, (ii) über die einschlägigen datenschutzrechtlichen Pflichten nach diesem AVV informiert sind und (iii) personenbezogene Daten ausschließlich auf dokumentierte Weisung des Verantwortlichen verarbeiten. Abweichend hiervon ist eine Verarbeitung ohne Weisung des Verantwortlichen nur zulässig, soweit und sofern BRYTER hierzu aufgrund zwingenden Unionsrechts oder des Rechts eines Mitgliedstaates verpflichtet ist. In einem solchen Fall informiert BRYTER den Verantwortlichen vor der Verarbeitung über die entsprechende rechtliche Verpflichtung, sofern das anwendbare Recht eine solche Information nicht untersagt. Im Hinblick auf die auf die Einhaltung berufsrechtlicher Verschwiegenheitspflichten gelten ergänzend die Bestimmungen von Abschnitt 6 des AVV.
- 4.5 Soweit der Verantwortliche im Rahmen der BRYTER-Software Funktionen nutzt, die auf maschinellem Lernen oder anderen Verfahren künstlicher Intelligenz beruhen, bleibt der Verantwortliche für die Rechtmäßigkeit der Eingaben sowie für die Prüfung, Bewertung und Nutzung der durch diese Funktionen erzeugten Ergebnisse verantwortlich. Ergänzend gelten für die Nutzung solcher KI-gestützter Funktionen die in Abschnitt 12 (KI-Bestimmungen) des Rahmenvertrags enthaltenen Regelungen, die durch Bezugnahme Bestandteil dieses AVV werden und entsprechend Anwendung finden.

5. Benachrichtigungspflichten des Auftragsverarbeiters

- 5.1 BRYTER informiert den Verantwortlichen unverzüglich, wenn BRYTER der Auffassung ist, dass eine Weisung des Verantwortlichen gegen die DSGVO oder sonstige anwendbare datenschutzrechtliche Vorschriften verstößt. BRYTER ist berechtigt, die Ausführung einer solchen Weisung bis zu deren Bestätigung oder Anpassung durch den Verantwortlichen auszusetzen, soweit dies zur Vermeidung eines Rechtsverstoßes erforderlich ist.
- 5.2 Besteht der Verantwortliche trotz eines entsprechenden Hinweises von BRYTER auf der Durchführung einer Weisung, stellt der Verantwortliche BRYTER von sämtlichen Schäden, Kosten und Aufwendungen frei, die BRYTER aus der Ausführung dieser Weisung entstehen. BRYTER wird den Verantwortlichen über geltend gemachte Ansprüche Dritter unverzüglich informieren und keine solchen Ansprüche ohne vorherige Zustimmung des Verantwortlichen anerkennen. Die Verteidigung gegen solche Ansprüche erfolgt nach Wahl von BRYTER in Abstimmung mit dem Verantwortlichen oder durch den Verantwortlichen selbst.
- 5.3 BRYTER unterstützt den Verantwortlichen unter Berücksichtigung der Art der Verarbeitung und der BRYTER zur Verfügung stehenden Informationen bei der Erfüllung seiner Pflichten gemäß Art. 33 und 34 DSGVO durch geeignete technische und organisatorische Maßnahmen.
- 5.4 Soweit die Unterstützung nach diesem Abschnitt einen über die vertraglich geschuldeten Umfang hinausgehenden Aufwand erfordert und dieser nicht auf einen Verstoß von BRYTER gegen datenschutzrechtliche Pflichten zurückzuführen ist, trägt der Verantwortliche die BRYTER hierdurch entstehenden angemessenen Kosten.

6. Wahrung von Berufsgeheimnissen und berufsrechtlicher Verschwiegenheit

- 6.1 Dieser Abschnitt gilt ergänzend, soweit der Verantwortliche berufsrechtlichen Verschwiegenheitspflichten unterliegt, insbesondere als Rechtsanwalt oder Angehöriger eines rechts- oder steuerberatenden Berufs gemäß §§ 43a, 43e BRAO sowie § 203 StGB.
- 6.2 Im Rahmen des Rahmenvertrags sowie der jeweils geltenden Order Form und dieses AVV kann BRYTER Zugriff auf oder Kenntnis von Daten erlangen, die berufsrechtlich geschützte Geheimnisse im Sinne der vorgenannten Vorschriften darstellen („**Berufsgeheimnisse**“). Der Verantwortliche bleibt dafür verantwortlich zu beurteilen, ob und in welchem Umfang die von ihm übermittelten Daten Berufsgeheimnisse darstellen. Unbeschadet dessen behandelt BRYTER sämtliche im Auftrag verarbeiteten Daten vorsorglich als potenziell berufsgeheimnisgeschützt, sofern nicht eindeutig etwas anderes feststeht.
- 6.3 BRYTER verpflichtet sich, Berufsgeheimnisse streng vertraulich zu behandeln und diese ausschließlich in dem Umfang zur Kenntnis zu nehmen oder technisch zugänglich zu machen, der zur ordnungsgemäßen Erfüllung der vertraglichen Pflichten zwingend erforderlich ist. Als „Kenntnisnahme“ gilt dabei auch jede technische oder organisatorische Zugriffsmöglichkeit, unabhängig davon, ob eine tatsächliche inhaltliche Einsichtnahme durch natürliche Personen erfolgt.
- 6.4 BRYTER stellt sicher, dass sämtliche Personen, die bei BRYTER mit der Verarbeitung von Berufsgeheimnissen befasst sind, wirksam zur Verschwiegenheit verpflichtet wurden und über die sich aus diesem AVV sowie aus den einschlägigen berufs- und strafrechtlichen Vorschriften ergebenden Pflichten informiert sind.

- 6.5 BRYTER ist berechtigt, zur Erfüllung der vertraglichen Leistungen Unterauftragsverarbeiter einzusetzen, soweit dies erforderlich ist. BRYTER stellt sicher, dass sämtliche Unterauftragsverarbeiter sowie die mit der Verarbeitung von Berufsgeheimnissen befassten Personen vorab in Textform zur Wahrung der berufsrechtlichen Verschwiegenheit entsprechend diesem Abschnitt verpflichtet werden und dass diese Verpflichtung auch für etwaige weitere Unterauftragsverhältnisse fortwirkt. BRYTER stellt zudem sicher, dass die betroffenen Personen über die sich aus den einschlägigen berufs- und strafrechtlichen Vorschriften, insbesondere § 203 StGB, ergebenden Pflichten und strafrechtlichen Konsequenzen informiert sind.
- 6.6 Die Verpflichtungen nach diesem Abschnitt bestehen zeitlich unbegrenzt fort, auch über die Beendigung des Rahmenvertrags und dieses AVV hinaus.
- 6.7 Soweit der Verantwortliche Berufsgeheimnisträger im Sinne von § 53a StPO ist, können die im Rahmen dieses AVV verarbeiteten Berufsgeheimnisse dem Zeugnisverweigerungsrecht nach § 53a StPO sowie dem Beschlagnahmenschutz, insbesondere nach § 97 Abs. 2 StPO, unterliegen. BRYTER wird im Fall einer behördlichen Vernehmung oder Maßnahme, die auf die Herausgabe solcher Informationen gerichtet ist, soweit rechtlich zulässig widersprechen und den Verantwortlichen unverzüglich informieren, damit dieser über das weitere Vorgehen entscheiden kann.

7. Unterauftragsverarbeiter

- 7.1 BRYTER nimmt derzeit die in Anlage 1 genannten externen Unterauftragsverarbeiter in Anspruch. Der Verantwortliche erteilt hiermit explizit seine Zustimmung zur Beauftragung der in der Anlage 1 aufgeführten externen Unterauftragsverarbeiter.
- 7.2 BRYTER ist zudem grundsätzlich berechtigt, weitere Unterauftragsverarbeiter in Anspruch zu nehmen oder bestehende Unterauftragsverarbeiter zu ersetzen. BRYTER wird den Verantwortlichen zuvor in Textform über die beabsichtigte Änderung informieren. Die Mitteilung erfolgt an die vom Verantwortlichen für Mitteilungen im Zusammenhang mit diesem AVV benannte E-Mail-Adresse. Der Verantwortliche kann BRYTER die entsprechende E-Mail-Adresse über dieses [Portal](#) mitteilen.
- 7.3 Gegen derartige Änderungen kann der Verantwortliche innerhalb von fünfzehn (15) Werktagen nach Zugang der Mitteilung aus wichtigem datenschutzrechtlichem Grund Widerspruch erheben. Erfolgt innerhalb dieser Frist kein Widerspruch, gilt die Zustimmung zur beabsichtigten Änderung als erteilt. Erhebt der Verantwortliche Widerspruch und kann zwischen den Parteien keine einvernehmliche Lösung erzielt werden, ist BRYTER berechtigt, nach eigener Wahl (i) die betroffenen Leistungen ohne Einsatz des betreffenden Unterauftragsverarbeiters zu erbringen oder (ii) den Rahmenvertrag und diesen AVV mit Wirkung zum Zeitpunkt des geplanten Einsatzes des Unterauftragsverarbeiters zu kündigen.
- 7.4 Nimmt BRYTER die Dienste eines Unterauftragsverarbeiters in Anspruch, um bestimmte Verarbeitungstätigkeiten im Namen des Verantwortlichen auszuführen, stellt BRYTER sicher, dass dem Unterauftragsverarbeiter im Wege eines schriftlich abzuschließenden Vertrags im Wesentlichen dieselben Datenschutzpflichten auferlegt werden, wie sie in diesem Vertrag festgelegt sind. Der Vertrag kann auch elektronisch abgeschlossen werden und muss insbesondere hinreichende Garantien dafür bieten, dass die geeigneten

technischen und organisatorischen Maßnahmen so durchgeführt werden, dass die Verarbeitung entsprechend den Anforderungen der DSGVO erfolgt.

- 7.5 Kommt der Unterauftragsverarbeiter seinen Datenschutzpflichten nicht nach, so haftet BRYTER gegenüber dem Verantwortlichen für die Einhaltung der Pflichten des Unterauftragsverarbeiters.
- 7.6 BRYTER setzt für den Betrieb der BRYTER-Software sowie für die Verarbeitung personenbezogener Daten im Rahmen dieses AVV insbesondere Amazon Web Services (AWS) und Microsoft Azure als Unterauftragsverarbeiter ein. Diese Unterauftragsverarbeiter sind für die technische und organisatorische Bereitstellung der BRYTER-Software wesentlich und nicht ohne Weiteres austauschbar. BRYTER hat mit Amazon Web Services (AWS) sowie mit Microsoft Azure jeweils eine den Anforderungen des Art. 28 Abs. 4 DSGVO entsprechende Vereinbarung zur Auftragsverarbeitung abgeschlossen. Die jeweiligen Vereinbarungen werden dem Verantwortlichen auf Anfrage zur Verfügung gestellt.
- 7.7 Die Regelungen der Ziffer 7.3 finden auf den Einsatz von Amazon Web Services (AWS), Microsoft Azure sowie auf deren jeweilige Nachfolge- oder Ersatzanbieter entsprechende Anwendung, mit der Maßgabe, dass BRYTER im Falle eines aus wichtigem datenschutzrechtlichem Grund erhobenen Widerspruchs des Verantwortlichen nicht verpflichtet ist, die betroffenen Leistungen ohne Einsatz dieser Unterauftragsverarbeiter oder unter Nutzung einer alternativen Infrastruktur zu erbringen. Kann in einem solchen Fall zwischen den Parteien keine einvernehmliche Lösung erzielt werden, ist BRYTER berechtigt, den Rahmenvertrag und dieses AVV aus wichtigem Grund mit Wirkung zum Zeitpunkt des geplanten Einsatzes des jeweiligen Unterauftragsverarbeiters zu kündigen.

8. Übermittlung personenbezogener Daten in Drittländer

Die Verarbeitung personenbezogener Daten und Berufsgeheimnisse erfolgt in der Regel in Mitgliedstaaten der Europäischen Union oder in anderen Vertragsstaaten des Abkommens über den Europäischen Wirtschaftsraum (EWR). BRYTER ist berechtigt, personenbezogene Daten auch außerhalb der Europäischen Union bzw. des EWR verarbeiten zu lassen oder durch Unterauftragsverarbeiter verarbeiten zu lassen, sofern und soweit die Voraussetzungen der Art. 44 ff. DSGVO erfüllt sind oder ein Ausnahmetatbestand nach Art. 49 DSGVO vorliegt. Insbesondere stellt BRYTER sicher, dass bei einer Übermittlung personenbezogener Daten in Drittländer geeignete Garantien im Sinne von Art. 46 DSGVO bestehen, etwa durch den Abschluss von Standarddatenschutzklauseln der Europäischen Kommission, oder dass ein Angemessenheitsbeschluss gemäß Art. 45 DSGVO vorliegt. Soweit personenbezogene Daten im Rahmen der Beauftragung von Unterauftragsverarbeitern in Drittländern verarbeitet werden, stellt BRYTER sicher, dass diese Unterauftragsverarbeiter vertraglich zur Einhaltung eines der DSGVO entsprechenden Datenschutzniveaus verpflichtet sind.

9. Technische und organisatorische Maßnahmen gemäß Art. 32 DSGVO

- 9.1 BRYTER ergreift unter Berücksichtigung des Stands der Technik, der Implementierungskosten sowie der Art, des Umfangs, der Umstände und der Zwecke der Verarbeitung geeignete technische und organisatorische Maßnahmen gemäß Art. 32 DSGVO, um ein dem Risiko angemessenes Schutzniveau für die personenbezogenen Daten zu gewährleisten.

- 9.2 Die von BRYTER implementierten technischen und organisatorischen Maßnahmen sind in Anlage 2 zu diesem AVV näher beschrieben und werden vor Beginn der Verarbeitung eingerichtet sowie für die Dauer des Rahmenvertrags aufrechterhalten.
- 9.3 Technische und organisatorische Maßnahmen unterliegen dem technischen Fortschritt und der Weiterentwicklung. BRYTER ist berechtigt und verpflichtet, diese während der Laufzeit des Rahmenvertrags an den Stand der Technik anzupassen, sofern hierdurch das in Anlage 2 beschriebene Sicherheitsniveau nicht unterschritten wird.
- 9.4 Änderungen der technischen und organisatorischen Maßnahmen, die sich wesentlich auf das vereinbarte Sicherheitsniveau auswirken, wird BRYTER dem Verantwortlichen in geeigneter Weise zur Kenntnis bringen; dies kann auch in elektronischer Form erfolgen.
- 9.5 Der Kunde ist dafür verantwortlich, die Eignung der von BRYTER getroffenen technischen und organisatorischen Maßnahmen im Hinblick auf die konkreten Umstände der Verarbeitung zu beurteilen.

10. Löschung und Rückgabe personenbezogener Daten nach Beendigung des Rahmenvertrags

- 10.1 Nach Beendigung des Rahmenvertrags verarbeitet BRYTER personenbezogene Daten ausschließlich, soweit und solange dies zur Abwicklung des Vertragsverhältnisses oder zur Erfüllung gesetzlicher Aufbewahrungspflichten erforderlich ist.
- 10.2 Nach Wahl des Verantwortlichen wird BRYTER nach Beendigung des Rahmenvertrags sämtliche im Auftrag verarbeiteten personenbezogenen Daten entweder datenschutzkonform löschen oder an den Verantwortlichen zurückgeben und vorhandene Kopien löschen, sofern keine gesetzliche Verpflichtung zur weiteren Speicherung besteht. Gesetzliche Aufbewahrungspflichten nach dem Recht der Europäischen Union oder eines Mitgliedstaates bleiben unberührt.
- 10.3 Abweichend von Ziffer 10.2 ist BRYTER berechtigt, Sicherungskopien personenbezogener Daten für einen Zeitraum von bis zu 30 Tagen nach Beendigung des Rahmenvertrags aufzubewahren, sofern eine sofortige Löschung aus diesen Sicherungskopien aus technischen Gründen nicht möglich ist. Für diesen Zeitraum gelten die Regelungen dieses AVV uneingeschränkt fort.

11. Haftung

Die zwischen den Parteien im Rahmenvertrag vereinbarten Haftungsregelungen finden auf die Verarbeitung personenbezogener Daten nach diesem AVV entsprechende Anwendung, soweit zwingende datenschutzrechtliche Vorschriften dem nicht entgegenstehen

12. Schlussbestimmungen

- 12.1 Werden die vom Verantwortlichen an BRYTER übermittelten personenbezogenen Daten während der Verarbeitung Gegenstand von Pfändungen, Beschlagnahmen, Insolvenz- oder Vergleichsverfahren oder sonstigen Maßnahmen Dritter, informiert BRYTER den Verantwortlichen hierüber unverzüglich, soweit dem keine gesetzliche Verpflichtung entgegensteht. BRYTER wird in einem solchen Fall die beteiligten Stellen unverzüglich darauf hinweisen, dass die Verfügungsbefugnis über die betroffenen Daten ausschließlich beim Verantwortlichen liegt, dass diese Daten dessen Verantwortungsbereich zuzuordnen

sind und dass der Verantwortliche im datenschutzrechtlichen Sinne Verantwortlicher gemäß Art. 4 Nr. 7 DSGVO ist.

- 12.2 Soweit und solange berufsrechtliche Verschwiegenheitspflichten des Verantwortlichen – insbesondere nach §§ 43a, 43e BRAO sowie § 203 StGB – betroffen sind, gelten die Regelungen dieses AVV entsprechend auch für Berufsgeheimnisse und sonstige vertrauliche Informationen im Sinne von Abschnitt 6 dieses AVV.
- 12.3 Soweit Bestimmungen dieses AVV im Widerspruch zu Regelungen des Rahmenvertrags stehen, gehen die Regelungen dieses AVV den Regelungen des Rahmenvertrags vor.
- 12.4 Im Übrigen gelten die Schlussbestimmungen des Rahmenvertrags entsprechend auch für diesen AVV.
- 12.5 Sollten einzelne Bestimmungen dieses AVV ganz oder teilweise unwirksam oder undurchführbar sein oder werden, bleibt die Wirksamkeit der übrigen Bestimmungen unberührt. Die Parteien verpflichten sich, die unwirksame oder undurchführbare Bestimmung durch eine solche wirksame Regelung zu ersetzen, die dem wirtschaftlichen Zweck der unwirksamen Bestimmung am nächsten kommt.

Anlage 1

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Liste der Unterauftragsverarbeiter

Die nachfolgend aufgeführten Unterauftragsverarbeiter werden von BRYTER zur Erbringung der BRYTER-Software eingesetzt. Der Einsatz erfolgt ausschließlich im Rahmen der Weisungen des Verantwortlichen und gemäß den Regelungen dieses AVV.

Unterauftragsverarbeiter	Erbrachter Service	Unternehmensstandort	Serverstandort	Art der verarbeiteten Daten
Amazon Web Services (AWS) EMEA SARL	Cloud-Infrastruktur (Hosting, Betrieb und Speicherung der BRYTER-Software)	8 Avenue John F. Kennedy, L-1855 Luxemburg	Frankfurt am Main (Deutschland)	Personenbezogene Daten, die im Rahmen der Nutzung der BRYTER-Software verarbeitet werden
UAB ConvertAPI	API-basierter Konvertierungsdienst	Lauksargio g. 111, LT-10105 Vilnius, Litauen	Frankfurt am Main (Deutschland)	Personenbezogene Daten, die im Rahmen der Nutzung der BRYTER-Software verarbeitet werden
DeepL SE	Übersetzungsdienst (optionales, kostenpflichtiges Add on)	Maarweg 165, 50825 Köln, Deutschland	Deutschland und Schweden	Personenbezogene Daten, die im Rahmen der Nutzung der BRYTER-Software verarbeitet werden
DataDog Inc.	Monitoring und Analyse Tool (System- und	620 8th Avenue, 45. Stock, New York, NY 10019-1741, USA	Frankfurt am Main (Deutschland)	Technische Nutzungs- und Metadaten

BRYTER

	Nutzungsmetriken)			(insbesondere IP-Adressen)
LDA Legal Data Analytics GmbH	API Schnittstelle zu Verlagsdaten von Otto Schmidt (optionales, kostenpflichtiges Add on)	Hochwaldstr. 26, 81377 Munich, Deutschland	Deutschland	Personenbezogene Daten, die im Rahmen der Nutzung der BRYTER-Software verarbeitet werden
Microsoft Azure	Cloud-Infrastruktur und LLM-Dienst	Takeda Ireland Ltd (Grange Castle), New Nangor Road, Grange, Dublin 22, Ireland	Rechenzentrumsregionen innerhalb der Europäischen Union	Personenbezogene Daten, die im Rahmen der Nutzung der BRYTER-Software verarbeitet werden
AlphaAI Technologies Inc. dba Tavily	API-basierte Websuche für BEAMON (optional)	33 W 60th St, New York, NY 10023, USA	USA	Personenbezogene Daten, die im Rahmen der Nutzung der BRYTER-Software verarbeitet werden

Anlage 2

Technische und organisatorische Maßnahmen

BRYTER trifft geeignete technische und organisatorische Maßnahmen im Sinne des Art. 32 DSGVO, um ein dem Risiko angemessenes Schutzniveau für die im Auftrag verarbeiteten personenbezogenen Daten sicherzustellen.

Die Maßnahmen berücksichtigen den Stand der Technik, die Implementierungskosten sowie Art, Umfang, Umstände und Zwecke der Verarbeitung und werden regelmäßig überprüft und fortentwickelt.

1. Zutritts- und physische Zugangskontrolle

Zur Verhinderung des unbefugten physischen Zugangs zu Verarbeitungsanlagen trifft BRYTER insbesondere folgende Maßnahmen:

- Der Betrieb der BRYTER-Software erfolgt ausschließlich in gesicherten Rechenzentren von Cloud-Infrastrukturanbietern, die physische Sicherheitsmaßnahmen wie Zugangskontrollen, Überwachungssysteme und Zutrittsprotokollierungen einsetzen.
- Der physische Zugang zu den von BRYTER genutzten Büroräumen ist auf berechtigte Personen beschränkt.
- Unbefugten wird der Zutritt zu Bereichen, in denen personenbezogene Daten verarbeitet werden können, verwehrt.

2. Zugriffskontrolle (Benutzerzugriff)

Zur Verhinderung der Nutzung von Verarbeitungssystemen durch Unbefugte setzt BRYTER insbesondere folgende Maßnahmen um:

- Einsatz eines zentralen Identitäts- und Berechtigungsmanagements zur Steuerung von Benutzerzugängen.
- Vergabe von Zugriffsrechten nach einem rollenbasierten Berechtigungskonzept.
- Verwendung geeigneter Authentifizierungsmechanismen, einschließlich zusätzlicher Sicherheitsfaktoren, soweit technisch und organisatorisch angemessen.
- Sperrung oder Entzug von Benutzerkonten bei Inaktivität oder bei Beendigung des Beschäftigungs- oder Vertragsverhältnisses.

3. Zugangsbeschränkung auf personenbezogene Daten

Zur Sicherstellung, dass berechtigte Personen ausschließlich auf die für sie freigegebenen personenbezogenen Daten zugreifen können, werden insbesondere folgende Maßnahmen umgesetzt:

- Trennung von System- und Anwendungsrechten sowie Beschränkung des Zugriffs auf personenbezogene Daten nach dem Need-to-know-Prinzip.

- Einsatz technischer und organisatorischer Maßnahmen zur Verhinderung unbefugter Einsichtnahme, Veränderung oder Löschung personenbezogener Daten.
- Protokollierung relevanter Zugriffe und Verarbeitungsvorgänge.
- Verschlüsselung gespeicherter personenbezogener Daten, soweit technisch und organisatorisch angemessen.

4. Trennungskontrolle

Zur getrennten Verarbeitung von Daten, die für unterschiedliche Zwecke erhoben wurden, setzt BRYTER insbesondere folgende Maßnahmen ein:

- Logische Trennung von Mandanten-, Projekt- und Kundendaten.
- Trennung von Kunden-, Test- und internen Unternehmensdaten.
- Einsatz getrennter Systeme, Datenbanken oder Anwendungen für unterschiedliche Datenkategorien, soweit erforderlich.

5. Übertragungs- und Weitergabekontrolle

Zur Sicherstellung der Vertraulichkeit personenbezogener Daten bei der Übertragung trifft BRYTER insbesondere folgende Maßnahmen:

- Absicherung von Datenübertragungen durch geeignete Verschlüsselungstechnologien.
- Beschränkung externer Verbindungen auf genehmigte, kontrollierte und dokumentierte Schnittstellen.
- Vermeidung einer unkontrollierten lokalen Speicherung personenbezogener Daten auf Endgeräten.

6. Eingabekontrolle

Zur Nachvollziehbarkeit, ob und von wem personenbezogene Daten eingegeben, verändert oder gelöscht wurden, werden insbesondere folgende Maßnahmen eingesetzt:

- Protokollierung relevanter Verarbeitungsvorgänge in den eingesetzten Systemen.
- Nutzung personalisierter Benutzerkonten zur eindeutigen Zuordnung von Verarbeitungshandlungen.
- Trennung von Anwendungs- und Systemprotokollen zur Vermeidung unbefugter Manipulationen.

7. Verfügbarkeitskontrolle

Zum Schutz personenbezogener Daten vor zufälliger Zerstörung oder Verlust trifft BRYTER insbesondere folgende Maßnahmen:

- Durchführung regelmäßiger Datensicherungen.
- Vorhaltung von Wiederherstellungsverfahren und Notfallkonzepten.
- Regelmäßige Überprüfung der Backup- und Wiederanlaufprozesse.

- Zeitnahe Entzug von Zugriffsrechten bei Beendigung von Beschäftigungs- oder Vertragsverhältnissen.

8. Belastbarkeit und Resilienz der Systeme

Zur Sicherstellung der Belastbarkeit und Widerstandsfähigkeit der Verarbeitungssysteme setzt BRYTER insbesondere folgende Maßnahmen um:

- Überwachung der Systeme zur frühzeitigen Erkennung von Sicherheitsereignissen.
- Etablierte Verfahren zum Umgang mit Sicherheitsvorfällen (Incident Response).
- Einsatz geeigneter Schutzmechanismen auf Infrastruktur- und Anwendungsebene.

9. Auftragskontrolle

Zur Sicherstellung, dass personenbezogene Daten ausschließlich nach Weisung des Verantwortlichen verarbeitet werden, werden insbesondere folgende Maßnahmen getroffen:

- Festlegung und Dokumentation von Weisungsrechten im Rahmenvertrag und in diesem AVV.
- Vertragliche Verpflichtung von Mitarbeitenden und Unterauftragsverarbeitern auf Vertraulichkeit und Datenschutz.
- Kontrollierte und dokumentierte Einbindung von Unterauftragsverarbeitern.

10. Datenschutzmanagement

Zur Sicherstellung der Einhaltung datenschutzrechtlicher Verpflichtungen setzt BRYTER insbesondere folgende Maßnahmen um:

- Betrieb eines Datenschutzmanagementsystems mit definierten Verantwortlichkeiten.
- Führung von Verzeichnissen von Verarbeitungstätigkeiten gemäß Art. 30 DSGVO.
- Regelmäßige Überprüfung und Weiterentwicklung der technischen und organisatorischen Maßnahmen.
- Schulung und Sensibilisierung von Mitarbeitenden im Bereich Datenschutz und Informationssicherheit.

11. Einsatz von Cloud-Infrastruktur

BRYTER nutzt zur Bereitstellung der BRYTER-Software Cloud-Infrastrukturen, insbesondere von Amazon Web Services (AWS) und Microsoft Azure.

Diese Anbieter setzen ihrerseits geeignete technische und organisatorische Maßnahmen ein und verfügen über anerkannte Sicherheitszertifizierungen. BRYTER hat mit diesen Anbietern entsprechende Vereinbarungen zur Auftragsverarbeitung abgeschlossen.



Privacy Policy

We, BRYTER GmbH (hereinafter “we” or “BRYTER”) are pleased about your interest in our company.

We take the protection of your personal data and their confidential treatment very seriously. The processing of your personal data takes place within the framework of the legal provisions of the data protection law of the European Union, in particular the General Data Protection Regulation (hereinafter “GDPR”) and further applicable regulations.

With this privacy policy, we inform you about our approach to privacy by explaining why and how we process your personal data and explaining your rights. This privacy policy applies to all situations in which BRYTER processes your personal data. This implies visiting the BRYTER websites (bryter.com and beamon.bryter.com), using all BRYTER products such as the BRYTER Platform, BRYTER Assist, and BRYTER Extract, and other situations mentioned in this privacy policy.

If you are in a contractual relationship with BRYTER and a Data Processing Addendum (“DPA”) has been concluded between you and BRYTER, the DPA applies in addition to this privacy policy. The BRYTER DPA can be found [here](#).

1. General information

1.1. Controller and contact details

This data privacy policy shall apply to data processing activities by the following controller:

BRYTER GmbH
Biebergasse 2
60313 Frankfurt am Main
E-Mail: privacy@bryter.io

Legal representatives: Michael Grupp, Dr. Micha-Manuel Bues, Michael Hübl, to be reached under the above contact details.

1.2. Data protection officer

The operational data protection officer can be reached as follows:

BRYTER

HeyData GmbH

Schützenstr. 5

10117 Berlin

E-Mail: info@heydata.eu

1.3 Affiliates of the controller

BRYTER US Inc.

33 Irving Place

Suite 5007

New York, NY 10003, USA

BRYTER Services UK Limited

21-33 Great Eastern St.

London EC2A 3EH, UK

2. Subject matter of data protection

The subject matter of data protection is personal data. This means any information relating to an identified or identifiable natural person ('data subject'). These include e.g. information such as name, postal address, e-mail address or telephone number.

Specific information on the personal data processed by us can be found below in detail in the data processing operations listed.

3. Collection and storage of personal data as well as the nature and purpose of their processing

3.1 When visiting the website

When visiting and using our website, the browser used on your end device will automatically send information to the server of our website. This information is temporarily stored in a so-called log file.

Categories of personal data processed:

- internet protocol address of the requesting computer
- date and time of the access
- website that is viewed
- browser used

Purposes of processing:

- ensuring smooth establishment of the website's connection
- ensuring comfortable use of our website
- evaluation of system safety and stability, as well as
- other administrative purposes

Legal basis:

- Art. 6(1)(f) GDPR (legitimate interest in operating and securing the website)

Further information on cookies and similar technologies can be found in Sections 6 and 7 of this privacy policy.

3.2 Customer Relationship Management

We offer you the option to contact us via email to purchase access to the BRYTER platform. If you will enter or have entered a customer relationship with BRYTER, we process personal data to manage and maintain our business relationship.

Categories of personal data processed:

- Identification and contact data (e.g. name, email address)
- Contractual and communication data (e.g. emails, service requests, invoices)
- Customer account and usage-related information:

Purposes of processing:

- Customer acquisition and relationship management
- Contract initiation, performance and administration
- Customer support and service fulfillment

Legal basis:

- Art. 6(1)(f) GDPR (legitimate interest in managing customer relationships)
- Art. 6(1)(b) GDPR, where processing is necessary for the performance or initiation of a contract

3.3 Meeting Documentation and Transcription

In the context of sales, customer success, onboarding or similar customer interactions, we may use external meeting documentation tools (e.g. AI-based meeting assistants) to create transcripts, summaries and notes of meetings.

Categories of personal data processed:

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- Audio recordings and transcripts of meetings
- Meeting metadata (e.g. participants' names, email addresses, meeting ID, date and time)
- Meeting chat content, where applicable
- If recording is enabled: video and screen-sharing content as part of the meeting recording

Purpose of processing:

- Documentation of meetings (transcripts, summaries, action items)
- Internal quality assurance and follow-up of customer interactions

Important clarification on AI usage:

- Personal data processed in this context is not used to train or improve general AI or machine-learning models.
- AI-based processing is limited to the generation of meeting transcripts, summaries and related documentation for our internal purposes.

Legal basis:

- Art. 6(1)(f) GDPR (legitimate interest in efficient documentation and quality assurance of customer communication)
- Art. 6(1)(b) GDPR, where meetings are necessary for the performance or initiation of a contract
- Art. 6(1)(a) GDPR (consent), where required by applicable law, in particular for audio, video or screen recordings

Recipients and roles:

- External providers of meeting documentation services (e.g. Glyphic) act as processors on our behalf in this context.
- These services are not part of the provision of the BRYTER Software as a Service to customers and are used exclusively within BRYTER's own responsibility (e.g. sales and customer success).

Data retention:

- Meeting recordings and transcripts are retained only as long as necessary for the above purposes and can be deleted or restricted at any time; recordings are deleted in accordance with our internal retention policies.

Screen sharing:

- Screen-sharing content is only captured if meeting recording is enabled. Without active recording, screen-sharing content is not persistently stored.

3.4 Payments and Billing (Self-Service Credit Card Payments)

If you purchase our services via self-service (e.g. by credit card), we process personal data for the purpose of payment processing and billing.

Categories of personal data processed:

- Identification and contact data (e.g. name, email address, billing address)
- Payment and transaction data (e.g. transaction ID, payment status, amount, currency; credit card data is processed in tokenized form)
- Device and usage data for fraud prevention and security purposes

Purposes of processing:

- Processing payments and billing
- Fraud prevention and ensuring payment security
- Compliance with legal accounting and retention obligations

Legal basis:

- Art. 6(1)(b) GDPR (performance of a contract)
- Art. 6(1)(f) GDPR (legitimate interest in secure and efficient payment processing and fraud prevention)
- Art. 6(1)(c) GDPR (compliance with legal obligations)

Recipients:

- Stripe and affiliated companies, acting as independent controllers for payment processing and fraud prevention. Further information can be found in Stripe's privacy policy.

Data retention:

- Payment-related data is retained in accordance with statutory retention obligations; otherwise, data is deleted once it is no longer required for the above purposes.

International data transfers:

- Where data is transferred to third countries, this is done under appropriate safeguards as described in Section 5 of this privacy policy (e.g. EU-US Data Privacy Framework, Standard Contractual Clauses).

3.5 Subscribing to our Newsletter

If you have consented pursuant to Art. 6(1)(a) GDPR, we process your personal data to send our newsletter.

Categories of personal data processed:

- Email address
- Name, surname and company affiliation

Purpose of processing:

- Sending newsletters and product-related information

Legal basis:

- Art. 6 (1) (a) GDPR (consent)

You may revoke your consent at any time for the future.

3.6 When using our contact form, email contact or downloading content

You may contact us via contact forms or email and download content such as guides or reports.

Categories of personal data processed:

- Identification and contact data (e.g. name, email address)
- Company affiliation and job title
- Communication content

Purposes of processing:

- Responding to inquiries
- Providing requested content
- Occasional informational updates on our products and services

Legal basis:

- Art. 6(1)(f) GDPR (legitimate interest in responding to inquiries)
- Art. 6(1)(a) GDPR (consent), where required

3.7 Recruitment and Onboarding

We collect application relevant documentation provided by the candidate. In general, it includes name, surname, e-mail address, address, phone number, a cover letter and the CV and a link to the applicant's LinkedIn profile or website. Moreover, certain information can be provided for self-identification under local US law (gender, race or ethnicity, veteran status, disability). Do disregard this section unless it is required by local law.

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Depending on whether your application is successful, we need further information to enter into an agreement/employment relationship with you. This may be: date of birth, bank account details, insurance number, work permits, disabilities if legally required under local law etc. We will also conduct automated checks against applicable sanctions-party lists.

Please do not include in your CV and cover letter information about political opinions, religious beliefs, and similar sensitive data. They are not required for your application.

The legal basis for data processing activities during the recruitment process is the respective national employment law or Art. 6 (1)(b) GDPR (i.e., the processing is necessary for entering into or the performance of a contract with you).

If you provide any information in relation to e.g. referees, you are responsible for obtaining their consent and ensuring that they are aware that their details can be forwarded.

Where we obtain publicly available information about you from business- and employment- oriented social networks or websites, the legal basis is Art. 6(1)(f) GDPR. Our legitimate interests follow from the fact that we wish to conduct a proper assessment of an applicant.

When we do a video interview with you it might happen that we ask for a recording. We will always ask for your consent whether to record or not, pursuant to Art. 6(1)(a) GDPR. Please note – whether you consent is totally up to you. You have the right to revoke your consent at any time without reasons with effect for the future.

BRYTER uses the applicant tracking system & recruiting software Teamtailor for its hiring process. It is used to coordinate the application process, to monitor the status of applications and to communicate with candidates and within the team. Only BRYTER employees who are involved in the application process for the respective position have access to the candidate's data. We have a specific Cookie policy for Teamtailor which can be found [here](#).

The applicant data will be deleted by us six months after the end of the respective application procedure. This is necessary for the burden of proof in the event of a legal claim based on the German General Equal Treatment Act (AGG).

3.8 BRYTER Academy & BRYTER Open

BRYTER's learning platform for students - BRYTER Academy - enables us to provide online courses and learning material to interested participants. Personal data

collected during the onboarding process and course participation is: name, email address, courses, interaction time, login times, progress.

The legal basis for the processing of participants' data is Art. 6(1)(b) GDPR.

BRYTER Open gives non-profits, NGOs and academic institutions the power of our platform for free. If you are using these services, our Customer relationship management section applies to the data collected as well as further privacy information provided on the signed-up service.

3.9 In-app behavior analytics

Categories of personal data processed:

- In-app usage and behavioral data within our platform (e.g., click paths, page and feature usage, session metadata, timestamps)
- Technical identifiers and device information (e.g., browser/device type, operating system, pseudonymous user IDs)
- No customer-generated content, prompts, documents, or attachments from our AI products are transmitted to Userpilot, Inc.

Purposes of processing:

- Product analysis and improvement, UX optimization, feature adoption analysis, and supporting user-centric development of the platform

Legal basis:

- Art. 6(1)(f) GDPR (our legitimate interest in improving and ensuring the stability of our services)
- Where technologies are used that require consent under applicable ePrivacy/telecom rules (e.g., accessing or storing information on end-user devices), we obtain such consent via our consent mechanism

Recipients:

- Userpilot, Inc. acts as our processor. The processing does not occur on behalf of customers and is not part of the provision of the BRYTER SaaS services.

Data retention:

- Personal data is stored only as long as necessary for the purposes described; aggregated or anonymized insights may be retained for longer.

3.10 Additional Purposes for Processing

The data mentioned above are also processed for the additional purposes.

Purposes of processing:

- To enable you to take part in events or complete surveys
- To provide, maintain, improve, and enhance our services
- To understand and analyze how you use our services and develop new products, services, features, and functionalities and deliver relevant website content or measure the effectiveness of our advertising activities
- To find and prevent fraud, and respond to trust and safety issues that may arise; and
- For compliance purposes, including enforcing our legal rights, or as may be required by applicable laws and regulations or requested by any judicial process or governmental agency
- Procurement of goods and services

Legal basis:

- Art. 6 (1)(f) GDPR (legitimate interest)

4. Categories of recipients

Your personal data will be disclosed to the following parties:

4.1 Internal recipients

We may share your personal data with our affiliates, when supporting us in the processing activity. The legal basis for such transfer is BRYTER's legitimate interest as we provide services with cross-country teams, to guarantee smooth operations. When personal data is leaving the European Union, necessary contractual safeguards have been put in place.

4.2 External recipients

We may engage third parties. These may be:

- companies and individuals (e.g. freelancer, consultants) who assist us in providing our services (e.g. payment, credit control, sanctions checks, marketing services, ICT services).
- those receiving personal data as required by law (for example if required by a court order). and under similar circumstances.
- companies' personal data is shared in connection with a merger, sale, or other asset transfer. Thereto we may transfer your information to service providers, advisors, potential transactional partners, or other third parties in connection with the consideration, negotiation, or completion of a

corporate transaction in which we are acquired by or merged with another company, or we sell, liquidate, or transfer all or a portion of our assets. The use of your information following any of these events will be governed by the provisions of this privacy policy in effect at the time the applicable information was collected; and third parties to whom you have consented to the disclosure of personal data.

5. Transfers of personal data to third countries

Your personal data will be e. g. shared with third parties and partly their sub-processors based also outside of the European Economic Area.

Third parties will only use your personal data to the extent necessary to perform their functions and are contractually bound to adhere to an appropriate level of personal data protection.

Those to be mentioned are the following:

- We use the cloud software services of Amazon Web Services (“**AWS**”) for the purpose of being able to offer our service – also BRYTER Academy and BRYTER Open. For more information, please see AWS’ privacy policy (https://aws.amazon.com/privacy/?nc1=h_ls). We use AWS-servers that are based in the EU. AWS is based in the USA and legal basis for the transfer to AWS are the new EU Commission’s Standard Contractual Clauses.
- Asana, Inc.;
- Datadog, Inc.;
- DocSend, Inc.;
- DocuSign, Inc.;
- Glyphic AI Limited;
- Google LLC; (Analytics & Ads, incl. Google Signals and Enhanced Conversions/Customer Match): Data may be transferred to the United States for the purpose of usage analytics, cross-device reporting, audience insights and advertising measurement. Transfers rely on the EU-U.S. Data Privacy Framework where applicable and, additionally, on the European Commission’s Standard Contractual Clauses.
- Heap Inc.;
- Highspot, Inc.;
- Hubspot, Inc.;
- LearnWorlds Ltd.;

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- LinkedIn Inc.;
- We use the cloud software services of Microsoft Azure (“**Azure**”) for the purpose of being able to offer our service – also BRYTER Academy and BRYTER Open. For more information, please see Azure’s privacy policy (<https://www.microsoft.com/licensing/docs/view/Microsoft-Products-and-Services-Data-Protection-Addendum-DPA?lang=1>). We use Azure-servers that are based in the EU. Azure is based in the USA and legal basis for the transfer to Azure are the new EU Commission’s Standard Contractual Clauses.
- Mixpanel, Inc.;
- Notion Labs Inc.;
- Slack Technologies, Inc.;
- Stripe Technology Company Limited (STC);
- Twitter, Inc.;
- Userpilot, Inc.
- Zendesk, Inc.;
- ZenLeads, Inc.;
- Zoom Video Communications, Inc.

Additionally, when using BRYTER Assist, BRYTER Extract and AI Connector, BRYTER engages Microsoft Corporation as a sub-processor to process Personal Data provided by Customer or End Users in order to enable the AI Services. For customers of BRYTER US, Inc. the sub-processing takes place in the European Union, the United Kingdom or the United States. For customers of BRYTER GmbH the sub-processing takes place in the European Union or the United Kingdom, unless agreed otherwise between BRYTER and Customer.

The agreements with our sub-processor specify who fulfills which data protection obligations, regarding ensuring an appropriate level of security and the implementation of your data subjects’ rights. We will be pleased to provide you with the essential content of the agreements. Please do not hesitate to contact us using the contact details given above.

6. Cookies and Local Storage

6.1. Cookies

We use cookies to provide you with a pleasant and secure online experience on our website.

We distinguish between the following types of cookies:

- **Technically necessary cookies:** These are required for the basic functionality and security of our website. The legal basis for their use is Art. 6(1)(f) GDPR (legitimate interest).
- **Analytics cookies:** In addition to technically necessary cookies, we use analytics cookies provided by third parties such as Google Analytics to analyze user behavior and improve our website. These analytics cookies are only set with your explicit consent via our cookie banner, in accordance with Art. 6(1)(a) GDPR (consent). You can withdraw or modify your consent at any time by accessing the cookie banner or adjusting your browser settings.

For more information about the specific cookies used, their purposes, retention periods, and how you can manage or delete them, please refer [here](#).

In addition, you can delete individual cookies or the entire cookie stock via your browser settings. Information and instructions on how to delete these cookies or block their storage in advance can be found, depending on the provider of your browser, under the following links:

- [Mozilla Firefox](#)
- [Microsoft Edge](#)
- [Google Chrome](#)
- [Opera](#)
- [Safari](#)

Please note that if you do not allow technically required or certain functional cookies, some features of our website may not be available or may function only to a limited extent.

We also implement Google Consent Mode v2, which ensures that Google services receive information about your consent status. If you do not consent, Google only receives limited cookieless pings without setting or reading cookies; if you consent, full functionality is enabled. You can change your choice at any time via “Cookie Settings”.

6.2. Local Storage

To enable you to customize the usage of BRYTER’s website and software to your personal needs and usage, we also use local storage technology (also known as

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“local data” and “local storage”) in addition to cookies. This involves storing data locally in your browser's cache, which continues to exist and can be read even after closing the browser window or exiting the program - unless you delete the cache.

Local Storage enables your preferences when using the BRYTER website and/or BRYTER's software to be stored on your computer and used by you. The following information is stored by BRYTER when using BRYTER's software as local data:

- Configuration of data views including filters, columns visible and sorting.

Third parties cannot access the data stored in local storage. It will not be passed on to third parties and will not be used for advertising purposes.

Insofar as this storage or access is absolutely necessary for us to provide the service of our website expressly requested by our website visitors (e.g., to carry out a chatbot used by the website visitor or to ensure the IT security of our website) it is carried out on the basis of Section 25 para. 2 no. 2 of the German Telecommunications Telemedia Data Protection (Telekommunikation-Telemedien-Datenschutz-Gesetz, “TTDSG”). Otherwise, this storage or access takes place on the basis of the website visitor's consent (Section 25 para. 1 TTDSG).

The subsequent data processing is carried out in accordance with the following sections and on the basis of the provisions of the GDPR.

7. Integration of further services

Name of the service	Service provider	Description of the service	Legal basis	Link to the privacy policy of the provider
Vimeo	Vimeo, Inc, 555 West 18th Street New York, New York 10011, USA	Integration of video content on the website	Art. 6(1)(f) GDPR	https://vimeo.com/privacy
YouTube	Google Ireland Limited,	Integration of video content on the website	Art. 6(1)(f) GDPR	https://policies.google.com/privacy?hl=de

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	Gordon House Barrow Street Dublin 4, D04E5W 5, Ireland			
Google Analytics	Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA	Web analytics for statistical evaluation and improvement of our website	Art. 6(1)(a) GDPR	https://policies.google.com/privacy
Google Signals (extension of Google Analytics)	Google Ireland Ltd. / Google LLC	Cross-device reporting and audience insights based on aggregated Google account information (e.g., location history, YouTube history)	Art. 6(1)(a) GDPR; Sec. 25(1) TTDSG (consent)	https://policies.google.com/privacy
Google Ads – Enhanced Conversions / Customer Match (User-provided Data)	Google Ireland Ltd. / Google LLC	Use of hashed customer data (e.g., email, phone) to improve conversion measurement and advertising audiences	Art. 6(1)(a) GDPR; Sec. 25(1) TTDSG (consent)	https://policies.google.com/privacy

Google Signals is only activated after you have given your consent in our cookie banner. You can withdraw consent at any time via “Cookie Settings” in the footer. Signed-in Google users can additionally manage ad personalisation in their own Google account at Google My Activity (<https://myactivity.google.com/>).

User-provided data for Google Ads will only be used after your explicit consent under the “Marketing” category in our cookie banner. You can withdraw consent at any time via “Cookie Settings” in the footer.

8. Data retention

Your personal data will be retained as long as necessary to fulfil the legitimate purpose(s) for the processing and as long as required by law.

For Google Analytics (GA4), event-level data is retained for up to 14 months (default setting) unless you select a shorter period in the cookie banner. Aggregated analytics reports that do not allow direct identification may persist longer.

9. Rights of data subjects

You have the right:

- to demand information in accordance with Art. 15 GDPR regarding the processing of your personal data by us. In particular, you may request information on the purposes of the processing, the categories of personal data, the categories of recipients to whom your data have been or are disclosed, the envisaged storage period, the existence of the right to rectification, erasure, restriction of processing or objection, the right to lodge a complaint, the source of your data to the extent that these were not collected at our site, and the existence of automated decision-making, including profiling and any meaningful information on its details;
- in accordance with Art. 16 GDPR, obtain the rectification of any inaccurate personal data stored by us or completion of such data without undue delay;
- in accordance with Art. 17 GDPR, obtain the erasure of your personal data stored by us, to the extent that processing is not required for exercising the right of freedom of expression and information, for compliance with a legal obligation, for reasons of public interest or for the establishment, exercise or defence of legal claims;
- in accordance with Art. 18 GDPR, obtain the restriction of processing of your personal data, to the extent that the accuracy of the data is contested by you, processing is unlawful, but you oppose erasure and we no longer need

the personal data, but you still require them for the establishment, exercise or defence of legal claims or you have objected to processing pursuant to Art. 21 GDPR;

- in accordance with Art. 20 GDPR, demand to receive your personal data that you have provided to us in a structured, commonly used and machine-readable format or to demand transmission to another controller;
- in accordance with Art. 7(3) GDPR, to withdraw your consent once given to us towards us at any time. This has the consequence that we may no longer continue the data processing activities that were based on this consent in future and
- in accordance with Art. 77 GDPR, lodge a complaint with a supervisory authority. Usually, you may contact the supervisory authority at your habitual residence or place of work or our registered office for this.

10. Right to object

As far as your personal data are processed based on legitimate interests in accordance with Art. 6(1)(f) GDPR, you have the right to object to the processing of your personal data in accordance with Art. 21 GDPR, to the extent that there are grounds relating to your particular situation or the objection is targeted against direct marketing. In the latter case, you have a general right to object that will be implemented by us without any indication of a particular situation.

If you want to exercise your withdrawal right or right to object, simply send us an email to privacy@bryter.io.

11. How to exercise your rights

You can also exercise the rights listed above at any time by [contacting us](#) at privacy@bryter.io.

12. Further information

In accordance with Art. 13(2)(e) GDPR we would like to inform you about the following:

The provision of personal data is neither a statutory nor contractual requirement, nor a requirement necessary to enter into a contract. You are not obliged to provide the personal data. There are no consequences resulting from failure to provide such data.

In accordance with Art. 13(2)(f) GDPR we would like to inform you about the following:

We do not process your personal data for the purpose of automated decision-making or to develop, improve, or train AI models or machine learning models.

13. Data security

Within the website visit, we use the common SSL procedure (Secure Socket Layer) in conjunction with the respective highest encryption level your browser supports. This usually is 256-bit encryption. If your browser does not support 256-bit encryption, we will use 128-bit v3 technology instead. Whether an individual website of our internet offer is transmitted encrypted or not is evident by the closed display of the key or lock symbol in the lower status bar of your browser.

Apart from this, we use appropriate technical and organisational security measures in order to protect your data from accidental or wilful manipulation, partial or complete loss, destruction or unauthorised access by third parties. Our security measures are continuously improved in response to technological developments and the ever-changing threat landscape.

14. Third Parties

Our website may contain links to other websites, products, or services that we do not own or operate. We are not responsible for the privacy practices of these third parties. Please be aware that this Privacy Policy does not apply to your activities on these third-party services or any information you disclose to these third parties. We encourage you to read their privacy policies before providing any information to them.

15. Children's Privacy

We do not knowingly collect, maintain, or use personal information from children under 13 years of age, and no part of our website is directed to children. If you learn that a child has provided us with personal information in violation of this Privacy Policy, then you may alert us at privacy@bryter.io.

16. Topicality and changes of this data privacy statement

This privacy policy is currently valid as of January 2026.

Further development of our website and offers through it or changed statutory or authority specifications may require changes to this privacy policy. You may call and print the respective current data privacy statement at any time on the website. If we materially change the ways in which we use or share personal data previously

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collected from you, we will notify you through the website, by email, or other means of communication.