

Appendix 1

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 lead to unavailability.

“Major Error” means Errors that restrict the use of the Software and for which troubleshooting is urgently needed. This includes a partial loss of the Software with severe impact on the business and where no workaround exists.

“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 **Error! Reference source not found..**

“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.