

## 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](mailto: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](mailto: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.