

## OSV Integration Terms

BEAMON Assist includes, as an additional paid feature, an integration that enables BEAMON Assist to transmit API Calls to the Otto Schmidt Legal Data Hub (the “**Legal Data Hub**”), which is technically operated and maintained by Legal Data Analytics GmbH (“**LDA**”) (the “**OSV Integration**”). Use of the OSV Integration is governed by the following provisions:

### 1. Description of the OSV Integration

The OSV Integration allows BEAMON Assist to submit queries to the Legal Data Hub so that the BEAMON AI can use the search results in its outputs. For clarity, the OSV Integration itself does not grant Customer any access rights to view or retrieve source documents or other content from Verlag Dr. Otto Schmidt KG (“**OSV**”). If Customer wishes to open or otherwise access source documents from OSV’s content modules (“**OSV Content**”), Customer must hold a valid subscription with OSV for the relevant module(s).

### 2. API Call

For purposes of OSV Integration Terms, an “**API Call**” means a request by a software application (here: BEAMON Assist) to access data or any other service from another application or server (here: the Legal Data Hub). LDA treats each API Call as one “Request” (Abfrage). By way of example, the execution of a semantic search query via the Legal Data Hub’s semantic search endpoint constitutes one API Call and is counted as one Request.

### 3. Pricing

3.1 Customer purchases, on a monthly basis, a prepaid Request quota according to the tiers set out in LDA’s user-based monthly request tiered pricing model as attached to the respective Order (Preisblatt für Otto Schmidt Schnittstelle.) The respective quota is reflected in the scope table of the respective Order (the “**Monthly Quota**”). The fixed monthly fee for the selected tier is due in advance on the first day of each calendar month. Any unused portion of the Monthly Quota expires at the end of the applicable calendar month and does not roll over or generate any credit, refund or offset. The OSV Integration will be automatically disabled for the remainder of the then-current calendar month once the Monthly Quota is reached or exceeded and will be re-enabled at the beginning of the following calendar month when the Monthly Quota resets.

3.2 The measurement of the number of Requests generated via the OSV Integration in a given calendar month shall be based on the usage logs of the Legal Data Hub (operated by LDA) as the authoritative metering system for the OSV Integration.

3.3 Where two or more users are licensed, the applicable request allowance is evaluated in the aggregate at the customer level. Accordingly, for two users in the “Up to 50 requests per user” tier, Customer remains within tier 1 so long as the total number of requests across both users does not exceed one hundred (100) requests per month in aggregate.

#### **4. Access Rights to OSV Content**

For clarity, Customer does not require any OSV subscription merely to use the OSV Integration for submitting queries to, and receiving results from, the Legal Data Hub for inclusion in BEAMON Assist outputs. However, to open or otherwise access any underlying OSV Content (e.g., source documents or materials from specific OSV modules), Customer must maintain a valid, active subscription directly with OSV covering the relevant content modules. Customer is solely responsible for procuring and maintaining such subscription(s) with OSV at its own cost and on its own behalf.

#### **5. No Rights Granted by BRYTER; Role Limitation**

For the avoidance of doubt, this Order Form and any associated agreement between BRYTER and Customer do not grant any rights or licenses to access or use OSV Content except as may be permitted under a separate agreement between the Customer and OSV. BRYTER does not act as agent or reseller for OSV, nor does BRYTER have any authority to grant access to or use of OSV Content beyond facilitating the technical integration within BEAMON Assist.

#### **6. Disclaimer Regarding Content and Availability**

Customer expressly acknowledges that all access to and use of (i) OSV Content and (ii) the Legal Data Hub (including any outputs, responses, availability, or performance thereof) via the OSV Integration are at the sole risk of Customer. BRYTER makes no representations or warranties whatsoever regarding the accuracy, completeness, currency, reliability, fitness for a particular purpose, quality, availability, or performance of any OSV Content or of the Legal Data Hub accessed or used through the OSV Integration.

## **7. Limitation of Liability**

To the maximum extent permitted by applicable law, BRYTER disclaims all liability (whether contractual, tortious, or otherwise) arising out of or in connection with any access to, use of, or reliance upon (i) OSV Content or (ii) the Legal Data Hub by Customer or its users. In particular, BRYTER shall not be liable for any loss or damage (including but not limited to direct, indirect, incidental, special, punitive, or consequential damages, loss of profits, loss of data, or business interruption) resulting from errors or omissions in OSV Content, from any unavailability, downtime, interruption, or performance issues of the Legal Data Hub or the OSV Integration, or from any interruption in access to OSV Content. This exclusion does not apply where liability cannot be excluded under mandatory statutory provisions, including liability for intent, gross negligence, or injury to life, body, or health.

## **8. Term and Termination**

The subscription to the OSV Integration continues for successive renewal terms of one (1) month unless terminated by either party by giving four (4) weeks' prior written notice, effective as of the end of a calendar month. Upon effectiveness of such termination, (i) access to and use of the OSV Integration (including any querying of the Legal Data Hub) will cease, and (ii) fees already incurred or accrued for the OSV Integration up to the effective termination date remain payable in accordance with this Order. This clause governs ordinary termination rights for the OSV Integration only and is without prejudice to any statutory or contractually agreed rights of extraordinary termination for cause.

## **9. Applicability of External Terms**

By executing this Order Form, Customer acknowledges and agrees that its access to and use of (i) any OSV Content and (ii) the Legal Data Hub via the OSV Integration are subject to and governed by (A) the General Terms and Conditions (Allgemeine Geschäftsbedingungen) of OSV in their then-current version as published by OSV (<https://www.otto-schmidt.de/agb>), and (B) the applicable usage terms of OSV for the Legal Data Hub (Nutzungsbedingungen für Otto Schmidt Legal Data Hub). Customer shall ensure that all of its authorized users comply with the foregoing OSV terms at all times.