Version: US 11.0 August 2026

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 US INC.,** 33 IRVING PLACE, SUITE 5007, NEW YORK, NY 10003, USA, ("**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 non-exclusive, non-transferable, 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 Worksflows); (ii) use the BRYTER Workflows to host Applications on behalf of third-parties to this MSA without BRYTER’s prior written consent; (iii) use, access or otherwise make available any BEAMON-Generated Workflow to any person other than a BEAMON Author within the meaning of Appendix 1, and only as an Internal Live Application or Internal Live Module within the meaning of Appendix 1, i.e. solely for Customer's own internal business operations; any external usage, or any access by persons other than BEAMON Authors, requires a prior written agreement between Customer and BRYTER; (iv) 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; (v) create derivative works based on the Software; (vi) remove or modify any Software markings or any notice of BRYTER’s proprietary rights; or (vii) 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.

4.4. Customer is responsible for reviewing and validating all results generated by the Software before relying on them for business, legal or other decisions. This applies in particular to results produced by Applications, Modules or Custom Actions configured by or on behalf of Customer. BRYTER warrants the technical functionality of the Software but does not warrant the accuracy of results in any individual case, which depend materially on the respective configuration, underlying data and specifications provided by 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. **Discounts and Special Conditions.**

8.2.1 Any discounts, rebates, price reductions, special conditions, complimentary licences or other concessions (together, "**Discounts**") granted in an Order, in connection with a Renewal Term, or in any other agreement between the Parties shall apply exclusively for the period expressly stated in the respective agreement. Where no such period is expressly stated, the relevant Discount shall apply exclusively for the Initial Term or the Renewal Term (as applicable) in which it has been granted, and shall automatically lapse at the beginning of the immediately following Renewal Term.

8.2.2 From the Start Date of any subsequent Renewal Term, the Fees shall be invoiced at BRYTER's then-applicable standard rates, unless the Parties have agreed in writing (email being sufficient) prior to the start of such Renewal Term that the Discount shall continue to apply or be re-granted.

8.2.3 Notwithstanding Sections 8.2.1 and 8.2.2, Discounts the granting of which is conditional upon a particular status or membership of Customer ("**Status Discounts**", e.g. DAV Discount) shall continue to apply for as long as the relevant status or membership is maintained. Customer shall notify BRYTER in writing (email being sufficient) of any lapse of, or change to, the status or membership giving rise to the Status Discount without undue delay, and in any event within thirty (30) days. Upon lapse of the relevant status or membership, the entitlement to the Status Discount shall also lapse, and BRYTER shall be

entitled to invoice at standard rates from the billing period immediately following such lapse. BRYTER may, on reasonable prior notice, verify the continued existence of the relevant status or membership or request appropriate evidence from Customer.

8.3. In the case of multiple year Subscription Terms or Renewal Terms in accordance with Section 16.2, BRYTER may, on each anniversary of 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.

8.4. **BRYTER Credits.**

8.4.1. This Section 8.4 applies where an Order provides Customer with access to one or more Credit-Based Features. The commercial terms for each Credit-Based Feature – including the Monthly Credit Cap, credit consumption rate and pricing for additional credits – are set out in the applicable Order, which shall prevail over this Section 8.4 in the event of conflict. For the avoidance of doubt, the Scope overage mechanism in Section 4.1 does not apply to Credit-Based Features; Section 8.4.3 governs exclusively what happens upon exhaustion of the Monthly Credit Cap. BRYTER Credits govern access to and selection of the relevant Credit-Based Feature, in particular the relevant AI model. No additional token volume limit applies in that respect; Section 12.3 (Fair Usage) and, in the case of the use of AI Connectors within BRYTER Workflows, Section 12.7 remain unaffected. BRYTER may adjust the credit consumption rate or the price of additional BRYTER Credits on thirty (30) days' prior written notice; any such adjustment takes effect at the start of the next calendar month. For the avoidance of doubt, Section 8.3 (annual fee adjustment cap) does not apply to BRYTER Credits or credit consumption rates. Changes to BRYTER Credits pricing taking effect at the start of a Renewal Term are governed by Section 12.4.3 (ninety (90) days' prior written notice; Customer termination right).

8.4.2. BRYTER will make available to Customer the number of BRYTER Credits per calendar month specified in the Order (the **"Monthly Credit Cap"**). Customer may increase the Monthly Credit Cap by purchasing additional BRYTER Credits in the increments and at the prices set out in the Order; each such purchase is subject to the minimum commitment period stated in the Order and invoiced upfront. Unused BRYTER Credits do not roll over to subsequent calendar months and are automatically forfeited at month end.

8.4.3. If Customer reaches the Monthly Credit Cap, BRYTER may suspend access to the relevant Credit-Based Feature until the first day of the following calendar month or until Customer purchases additional BRYTER Credits, whichever is earlier. BRYTER shall have no liability for any consequences arising from such suspension.

8.4.4. Fees paid for BRYTER Credits are non-refundable (except as provided in Section 12.4.1 in the event of discontinuation of a Premium Model, including upon termination of an Order or this MSA (Section 15.6 applies accordingly). BRYTER Credits are specific to Customer's Tenant and to the Credit-Based Feature for which they were purchased; they may not be transferred to another Tenant, applied against a different Credit-Based Feature, or otherwise assigned to any third party.

8.4.5. Credit-Based Features may be provided by or through third-party providers or depend on the availability of specific AI models. BRYTER does not warrant the availability, accuracy or completeness of results delivered through Credit-Based Features and shall not be liable for any downtime or unavailability caused by the relevant third-party provider. The Support and Maintenance Services in Appendix 2 do not apply to Credit-Based Features. BRYTER Credits will not be deducted for calls that fail solely due to a confirmed outage of the relevant third-party provider.

8.5. 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.

8.6. 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.

8.7. 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.

8.8. 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.

8.9. 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 nonexclusive, 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 or body 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.

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 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. Save as set out in this MSA, no representations, conditions, warranties or other terms of any kind (express or implied) are given by either Party, and all statutory warranties and conditions are excluded to the fullest extent possible.

10.5. 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 BRTYER 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.

10.6. SAVE AS EXPRESSLY PROVIDED IN THIS MSA, TO THE FULLEST EXTENT ALLOWABLE BY APPLICABLE LAW, APIs, RELEVANT 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.

10.7. 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. 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. The use of the AI Service is subject – in addition to the Scope set out in the applicable Order – exclusively to the following limitations:

(i) the fair usage provisions in Sections 12.3.2 and 12.3.3;
(ii) the Monthly Credit Cap for Credit-Based Features under Section 8.4;
(iii) the provisions on Premium Models under Section 12.4; and
(iv) the Consumption Limit for BRYTER Workflows under Section 12.7.

Beyond that, the use of the AI Service is not subject to any limit by token volume and is not charged by token volume. Access to and selection of AI models is governed by Sections 8.4 and 12.4.

12.3.2. Customer must not, and must not permit any Authorized User, End User or other third party to, use the AI Service in a manner which, by the volume, frequency or pattern of requests, is capable of materially impairing the stability, security, availability or performance of the Software for other customers or of the infrastructure used by BRYTER to provide the Software ("Excessive Use"). Excessive Use includes in particular:

(i) requests generated automatically, by script or in a loop and not triggered by an individual action of a natural person, unless generated through the API in accordance with the Documentation;
(ii) exceeding rate limits, limits on parallel requests or comparable technical limits set out in the Documentation; and
(iii) bulk or batch processing of data volumes which materially exceeds the use of the AI Service contemplated by the agreed Scope.

Sections 4.2 (iv) and 12.5.9 remain unaffected.

12.3.3. In the event of Excessive Use, BRYTER will notify Customer in text form and give Customer a reasonable opportunity to remedy the Excessive Use. Where such prior notice is not reasonably possible, or where the impairment is imminent or has already occurred, BRYTER may, without prior notice, temporarily restrict the affected use to the extent and for the duration necessary to remedy or avert the impairment; in such case BRYTER will notify Customer without undue delay thereafter. BRYTER may direct such restriction at the Tenant, the Account, the Application, the Module or the request stream concerned, as appropriate. BRYTER shall exercise this right at its reasonable discretion and shall lift the restriction without undue delay once the Excessive Use has ceased. Restrictions under this Section do not constitute Downtime within the meaning of the Support and Maintenance Services and are excluded from the Service Availability calculation.

12.4. **AI Models; Premium Models and Usage Limitations**

12.4.1. The AI Service is provided using one or more underlying AI models selected by BRYTER. BRYTER may, at its reasonable discretion, add, replace, upgrade, or discontinue underlying AI models at any time, provided that the overall functionality of the AI Service is not materially impaired. Customer has no claim to the availability of any specific AI model or model version. If BRYTER discontinues a Premium Model for which Customer holds purchased BRYTER Credits, BRYTER will either (i) apply those Credits toward a comparable Premium Model or (ii) refund the pro-rata price of the unused BRYTER Credits attributable to that model.

12.4.2. BRYTER may designate certain AI models or model capabilities as premium features ("**Premium Models**"). Access to Premium Models may be (i) subject to additional fees, and/or (ii) subject to usage limitations (including, without limitation, request quotas, token limits, rate limits, or restrictions to specific subscription tiers), in each case as set out in the applicable Order, the pricing page, or the Documentation. Premium Models do not form part of the standard Scope unless expressly included in the applicable

Order. Where access to a Premium Model is provided through the consumption of BRYTER Credits under Section 8.4, the credit-based commercial terms in Section 8.4 govern exclusively; this Section 12.4.2 otherwise applies.

12.4.3. Where an AI model or model capability was included in Customer's paid Scope under an existing Order, BRYTER will not introduce additional fees for that model during the then-current Subscription Term. BRYTER may introduce additional fees or usage limitations for such a model with effect from the next Renewal Term by giving Customer at least ninety (90) days' prior notice in text form. If Customer does not agree to such changes, Customer may terminate the affected Order with effect from the end of the then-current Subscription Term. For the avoidance of doubt, the thirty (30)-day notice for adjustments to credit consumption rates under Section 8.4.1 applies to intra-term changes only; this Section 12.4.3 governs changes to fees or usage limitations taking effect at the start of a Renewal Term.

12.5. **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:

12.5.1. mislead any person that the Output generated is human generated;
12.5.2. 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;
12.5.3. use the AI Service for activities which have high risk of economic harm, for adult content, adult industries, and dating apps;
12.5.4. offer tailored financial advice without a qualified person reviewing the information;
12.5.5. provide health advice, political campaigning or lobbying;
12.5.6. use the AI Service in a way that infringes, misappropriates or violates any third-party rights, including privacy rights, Intellectual Property Rights and confidentiality;
12.5.7. 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);
12.5.8. 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;
12.5.9. 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; and
12.5.10. permit any person other than an Author within the meaning of Appendix 1 to use BEAMON AI to create, configure or publish on the BRYTER Workflows platform any Application or Module, or to access any pre-built template through the user interface of BEAMON AI; any BEAMON-Generated Workflow may only be accessed and used through an Author's personalized Account, and only as an Internal Live Application or Internal Live Module within the meaning of Appendix 1. The right to build or operate External Live Applications or External Live Modules, or to grant access to persons other than Authors, requires a separate Order for BRYTER Workflows.

12.6. **Limited Applicability of the Support and Maintenance Services.**
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.

12.7. **Consumption Limit for BRYTER Workflows**
12.7.1. Where an Order grants Customer access to BRYTER Workflows, Customer shall not exceed a limit of 10,000,000 tokens consumed per Tenant per calendar month through the use of AI Connector

within BRYTER Workflows (the "Consumption Limit"), unless the applicable Order sets out a different limit.

12.7.2. The Consumption Limit does not apply to (i) the use of BEAMON AI, including BEAMON Assist and BEAMON Extract, or (ii) the execution of a BEAMON-Generated Workflow by a BEAMON Author. Token consumption attributable to such use is not counted towards the Consumption Limit.

12.7.3. BRYTER will notify Customer once consumption within a calendar month reaches 80% of the Consumption Limit. If Customer reaches the Consumption Limit, BRYTER may block further token consumption through the AI Connector within the affected Tenant until the beginning of the next calendar month. The Parties may agree to an increase of the Consumption Limit for the remainder of the then-current Subscription Term at BRYTER's then applicable standard rates.

12.7.4. Restrictions under this Section do not constitute Downtime within the meaning of the Support and Maintenance Services and are excluded from the Service Availability calculation. Sections 8.4, 12.3 and 12.4 remain unaffected.

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. Intellectual Property Indemnity.

14.1. BRYTER shall defend Customer, or at BRYTER's option, settle any claim or action brought against Customer by a third party alleging that Customer's access and use of the Software or BRYTER IP in compliance with this MSA infringes a third party's intellectual property rights and will indemnify Customer for any damages finally awarded against Customer by a court or body of competent jurisdiction, or for amounts paid by Customer under a court-approved settlement or a settlement of such a claim. The indemnification obligations above are subject to Customer (i) providing BRYTER with prompt written notice of such claim, (ii) granting BRYTER sole control of the defence and settlement of such claim; (iii) not entering into any settlement or compromise of any such claim without BRYTER's prior written consent; and (iv) providing BRYTER with all reasonable information and assistance for such claim at BRYTER's expense.

14.2. If BRYTER determines that the Software is or are likely to infringe a third party's intellectual property rights, BRYTER will have the option, at BRYTER's sole discretion and expense, to either: (i) replace such Software; (ii) modify such Software to make it non-infringing; (iii) procure the right for Customer to continue using such Software; (iv) or terminate the respective Order and provide a pro-rata refund of Fees paid by Customer relating to the remainder of the Subscription Term during which Customer shall not have use of the Software.

14.3. Notwithstanding the foregoing, BRYTER will have no indemnity or remedy obligation for claims of infringement resulting or alleged to result from: (i) any modification of the Software by Customer or a third party on Customer's behalf; or (ii) Customer's failure, within a reasonable time frame, to implement any replacement or modification of the Software provided by BRYTER.

14.4. Provided BRYTER complies with its obligations under this section 14, this section sets out Customer's sole and exclusive remedy and BRYTER's sole liability, in respect of such third party infringement claim, save that Customer may exercise its right to terminate the MSA and Order in accordance with the terms thereof.

15. Limitation of Liability.

15.1. IN NO EVENT SHALL BRYTER BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, DIMINUTION IN VALUE, OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF CUSTOMER OR ANY OTHER PARTY, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT BRYTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

15.2. IN ADDITION, IN NO EVENT SHALL BRYTER'S AGGREGATE LIABILITY OR DAMAGES ARISING OUT OF OR RELATED TO THIS MSA OR ANY ORDER(S), WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT OF FEES ACTUALLY PAID TO BRYTER PURSUANT TO THE RESPECTIVE ORDER WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES.

15.3. To the fullest extent permissible under applicable law, any claim against BRYTER, its Affiliates, or any of their respective officers, directors, shareholders, employees, representatives, agents, successors or assigns must be brought within twelve (12) months following the occurrence of the event giving rise to the claim.

15.4. In the event that BRYTER provides any Software and/or Professional Services free of charge, to the fullest extent allowable by applicable law such items are provided on an "as is" and "as available" basis without any warranties (express or implied), all of which are hereby expressly disclaimed.

16. Term and Termination.

16.1. 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.

16.2. Each Order shall commence on the Start Date. Subject to earlier termination in accordance with section 16.3 or 16.4, 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 Customer notifies BRYTER that it wishes to terminate the Order in accordance with the terms of that Order.

16.3. 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.

16.4. 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.

16.5. Upon termination of this MSA and any Order, Customer shall cease using the Software immediately. Following termination by Customer in accordance with section 16.3 or 16.4, BRYTER shall refund to Customer any fees paid by the Customer in advance in respect of the period following the date of termination as liquidated damages. If the Order is terminated by BRYTER in accordance with section 16.3, 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.

16.6. BRYTER and Customer intend that such liquidated damages paid according to 16.5 constitute compensation and not a penalty, and acknowledge and agree that the harm to BRYTER caused by Customer's early termination would be impossible to estimate accurately as of the Effective Date, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from such early termination by Customer.

16.7. 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.

17. General.

17.1. **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.

17.2. **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.

17.3. **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.

17.4. **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.

17.5. **Governing Law and Arbitration**. Any controversy or claim arising out of or in relating to this contract, or the breach thereof (including non-contractual disputes or claims), shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall be experienced in the field of software companies. The place of arbitration shall be New York, NY. The arbitration shall be governed by the laws of the State of New York excluding the conflict of laws principles of the State of New York or any other jurisdiction. The provisions of the United Nations Convention on the International Sales of Goods (CISG) shall not apply. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing. All notices hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, or (ii) two business days after sending by email. Emails to BRYTER shall be directed to the Head of Legal at (legal@bryter.io), and e-mails to Customer shall be addressed to the administrative contact designated in the Order. Notices relating to a party's indemnity obligations must be sent by registered mail and email.

17.6. **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).

17.7. **Assignment**. 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.

17.8. **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.

17.9. **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.

17.10. **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.

17.11. **Survival**. Sections 4 (Restrictions on Use), 11 (Confidentiality), 13 (IP Ownership), 15 (Limitation of Liability), 16.5 (Effect of Termination), and 17 (General) of this Agreement shall survive termination.