BRYTER

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BRYTER Workflows Terms of Use

1. Scope and Relationship to the Other Contract Documents

1.1 These Terms of Use govern the functional and service scope of BRYTER Workflows and the product-specific rights and obligations applicable thereto. They apply to every Order that references them in the version specified therein.

1.2 The Scope, the number of Authors and Test Authors, the Subscription Term and any Additional Features or Credits are set out in the respective Order.

1.3 Terms defined in Section 15 of the MSA have the same meaning in these Terms of Use; supplementary product-specific terms are defined in Section 11. The AI functions of BRYTER Workflows are AI Services within the meaning of Section 10 of the MSA.

2. Subject Matter

2.1 BRYTER Workflows is provided as software as a service and comprises the Basic Features. Additional Features form part of the Scope only to the extent expressly specified in the Order.

2.2 BRYTER may introduce new Additional Features; without a corresponding Order, these do not form part of the Scope. BRYTER Workflows is fully functional without Additional Features.

3. User Roles

3.1 An Author is entitled to use BRYTER Workflows to create and configure Applications and Modules and to publish them as Live Applications and Live Modules. Admins are always Authors.

3.2 A Test Author is entitled to use BRYTER Workflows exclusively for testing, training and workshop purposes; a Test Author is not permitted to publish Live Applications or Live Modules.

3.3 End Users are persons authorized by Customer to use a Live Application without being Authorized Users. End Users may be Internal Users and External Users.

3.4 Each Author and each Test Author receives their own access credentials; Section 2.4 of the MSA applies. If Customer exceeds the number of Authors, Test Authors or Sessions set out in the Order, Section 4.1 of the MSA applies.

4. Publication and Provision to Third Parties

4.1 Customer is entitled to publish Applications and Modules within BRYTER Workflows and to make them accessible to Internal Users as Internal Live Applications. Making them available to External Users as External Live Applications is permitted to the extent the Order so provides; to that extent, the exception under Section 4.2 (i) of the MSA applies.

4.2 Without BRYTER's prior written consent, Customer is not entitled to use BRYTER Workflows to operate Applications on behalf of or for the benefit of third parties that are not a party to the MSA. The Additional Feature BRYTER Multi-Client remains unaffected to the extent specified in the Order.

5. AI Functions (AI Agents)

5.1 BRYTER Workflows includes, without a separate license fee, the AI Agents function, with which Authors can integrate language models into Modules. The use of language models via AI Agents is charged via

Credits in accordance with Section 6.4 of the MSA; for this purpose, the Credit Account "**AI Credits**" is maintained.

5.2 Included Credits are available only to the extent provided for in the Order. Additional Credits may be purchased for the AI Credits Credit Account (Section 6.4.4 of the MSA). To the extent the Order so provides, consumption is charged in arrears; Section 6.4.9 of the MSA applies, including the requirement to set a monthly cap.

5.3 Consumption is determined by the Consumption Rates (Section 6.4.6 of the MSA). If neither Credits are available nor billing in arrears has been agreed, AI Agents cannot be executed; Section 6.4.8 of the MSA applies accordingly.

5.4 Only language models within the meaning of Section 4.6.3 sentence 1 of the Data Processing Addendum are available in AI Agents. The Author selects the language model when configuring the respective AI Agent; details are governed by Section 4.6.5 of the Data Processing Addendum. There is no entitlement to the availability of a particular language model (Section 10.4.1 of the MSA).

6. API and Code Samples

6.1 Where BRYTER grants Customer access to the API, BRYTER grants Customer a non-exclusive, worldwide, non-transferable and purpose-limited license to use the API and the related documentation exclusively to develop, test and operate Customer's own applications. Customer is not entitled to (i) sell, rent, sublicense, distribute or otherwise make available the API, in whole or in part, to third parties, (ii) modify or adapt the API or create derivative works based on it, (iii) decompile, disassemble or reverse engineer the API, or (iv) remove or alter any proprietary or confidentiality notices in the API.

6.2 The API enables Customer to use the technical infrastructure provided by BRYTER to integrate Applications into its own applications or third-party applications in accordance with the applicable Documentation. Customer is solely responsible for the proper implementation of the API in its systems.

6.3 BRYTER may, at its sole discretion, provide Customer with software development kits or code samples (together "**Code Samples**") free of charge and exclusively in electronic form. Code Samples do not form part of the paid services, serve exclusively training and demonstration purposes and are not intended for use in production environments. BRYTER is not obliged to develop or update Code Samples or to keep them permanently available.

6.4 BRYTER may introduce new versions of the API with extended or changed functionality. Deprecated versions may be replaced to the extent this is reasonable for Customer, taking due account of the interests of both Parties.

6.5 To the extent permitted by law, the API, the related documentation and all related components are provided without any express or implied warranty, in particular without warranty of merchantability, fitness for a particular purpose or non-infringement of third-party rights; Section 8 of the MSA does not apply to the API. Section 12 of the MSA remains unaffected.

6.6 BRYTER Connect enables the connection of external systems to BRYTER Workflows via APIs and the creation of Custom Actions. Customer is solely responsible for the Custom Actions used in its Applications.

7. Guided Building and BRYTER Virtual Training Program

7.1 Guided Building and the BRYTER Virtual Training Program may be purchased separately. Customer may use the purchased sessions within three (3) months of the purchase date. After expiry of this period, sessions not used expire without replacement; they are neither carried over into Renewal Terms nor credited against payment obligations, and BRYTER is not obliged to issue a refund.

7.2 Guided Building enables Customer to design and build Applications independently. Customer remains responsible for the completeness, functionality and maintenance of its Applications; BRYTER does not owe any particular work results.

8. Data Export

8.1 For the final export of Customer Data pursuant to Section 13.7 of the MSA, the export functions of the Case Databases described in the Documentation and the API are available.

9. Support

9.1 Error reports and Support Requests for BRYTER Workflows must be submitted by email in English to support@bryter.io. This channel constitutes the Ticketing System for BRYTER Workflows.

9.2 Response Times apply only to the extent set out in the Order. In all other respects, the Support and Maintenance Services apply in accordance with Section 10.6 of the MSA.

10. Further Development and Versioning

10.1 BRYTER continuously develops BRYTER Workflows and may, in accordance with Section 8.4 of the MSA, update or modify individual components or add new functions, provided that the agreed scope of services is not materially restricted.

10.2 These Terms of Use are versioned. An existing contract is governed by the version stated therein; later versions apply only upon an Order or Renewal Order referencing them.

11. Definitions

The following terms have the following meanings in these Terms of Use. In all other respects, the definitions in Section 15 of the MSA apply. Terms defined in the body of these Terms of Use (in particular AI Credits and Code Samples) have the meanings set out there.

"**Additional Features**" means functionalities that are not included in BRYTER Workflows as standard and that BRYTER provides to Customer in accordance with an Order.

"**AI Agent**" means a component of a Module that performs actions using large language models.

"**Application**" means a combination of one or more Modules, Case Databases, data views and other software functionalities assembled into a solution for a specific use case.

"**Author**" means an Authorized User with a personalized login who is entitled to create, configure and publish Applications and Modules within BRYTER Workflows.

"**Basic Features**" means all standard functionalities of BRYTER Workflows, including the various types of input, value and action nodes and the AI Agents function, but excluding Additional Features.

"**BRYTER Connect**" means the services that enable the connection of external systems to BRYTER Workflows via APIs and allow Customer to create additional functions in Modules and Applications ("**Custom Actions**"). The functionalities and limitations of BRYTER Connect are described in the BRYTER Connect Documentation Hub at https://developer.bryter.io/.

"**BRYTER Multi-Client**" means the Additional Feature with which Customer can create and maintain an Application once and make it available to several clients in separate environments with separate users and data.

"**BRYTER Multi-language**" means the Additional Feature with which Customer can provide multilingual Applications and have the content of Modules translated into other languages automatically.

"**BRYTER Virtual Training Program**" means a virtual training offering that teaches Authors how to use the Basic Features to create and maintain Applications.

"**BRYTER Workflows**" means the solution hosted by BRYTER or its subcontractors and provided as software as a service for creating and publishing Applications, including the Additional Features purchased by Customer.

"**Case Database**" means a configurable data store forming part of an Application that serves to capture and store case records for further use and linking.

"**Guided Building**" means the guidance offered to Customer in creating its own Applications.

"**Internal Live Application**" means a Live Application that can be used exclusively by Authorized Users or Internal Users. Any other Live Application is an "**External Live Application**". "**Internal Live Module**" and "**External Live Module**" apply accordingly to Live Modules.

"**Live Application**" means an Application in which at least one Module has been moved into the production environment by an Author. Any other Application is a "**Test Application**".

"**Live Module**" means a Module that has been moved into the production environment by an Author. Any other Module is a "**Test Module**".

"**Module**" means an individual workflow within BRYTER Workflows that is built from nodes and forms an independent, executable unit, starting with a start node and ending with a result node.

"**Pages**" means dashboards, landing pages and other user-facing pages consisting of charts, key figures and other content created by Authors.

"**Session**" means the interaction of an End User with a Live Application, beginning with the triggering of the start node of a Live Module.

"**Test Author**" means an Authorized User with a personalized login who may use BRYTER Workflows exclusively for testing, training and workshop purposes and is not entitled to publish Live Applications or Live Modules.