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BEAMON AI 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 BEAMON AI and the product-specific rights and obligations applicable thereto. They apply to every Order and to every contract concluded in the online ordering process using the payment service provider Stripe ("**Self-Service Contract**") that references these Terms of Use in the version specified therein.

1.2 The License Type, the number of Seats, the Subscription Term and any additionally purchased functions or Credits are set out in the respective Order or the Self-Service Contract.

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. BEAMON AI is an AI Service within the meaning of Section 10 of the MSA.

1.4 The free trial of BEAMON AI is governed exclusively by the Free Trial Terms of Use.

2. License Types and Service Overview

2.1 BEAMON AI is offered in the License Types Basic, Business and Pro and as an individually agreed License Type Custom. The same License Type applies to all Seats of a Tenant. For the License Type Custom, the included functions and allowances are determined exclusively by the Order.

2.2 The following overview sets out the scope of services of the License Types Basic, Business and Pro:

Service element	**Basic**	**Business**	**Pro**
AI core functions			
Chats (AI)	included	included	included
Assist (AI assistant)	included	included	included
Word add-in	included	included	included
Extract (document review)	–	included	included
Custom assistants and profiles	create	create and share team-wide	create and share team-wide
Projects and prompt library	included	included	included
Shared projects and team-wide shared prompt library	–	included	included
Included Credits per Seat and Billing Month			
BEAMON Credits	5,000	7,500	10,000

Service element	Basic	Business	Pro
Add-on Credits	–	400	800
Purchase of additional BEAMON Credits	available	available	available
Purchase of additional Add-on Credits	–	available	available
Integrations			
RIS	included	included	included
Otto Schmidt (OSV Integration)[1]	–	–	included
DeepL (translation)[2]	–	included	included
Commercial register (Company.info)[2]	–	included	included
Haufe[3]	included	included	included
SharePoint	–	–	included
Winsolvenz (Septeo)[4]	–	–	included
iManage	–	–	included
Enterprise			
Single sign-on (SSO)	–	–	included
Support and training			
Support response time	48 hours	48 hours	24 hours
Academy	included	included	included
Training	–	–	included

[1] Requires a separate subscription with OSV to be maintained by Customer; see Section 7. [2] Charged per transaction via the Add-on Credits Credit Account (Sections 4 and 8.4). [3] Requires a separate contract between Customer and Haufe; see Section 8.2. [4] Requires a separate subscription of Customer with Septeo; see Section 8.1. "–" means not included.

3. Core Functions

3.1 **Chats (AI):** AI-supported legal chats.

3.2 **Assist:** AI assistant for drafting, analysing and researching legal documents.

3.3 **Extract:** review of multiple documents and extraction of structured data from them; included in the License Types Business and Pro.

3.4 **Custom assistants and profiles:** integrated assistants and the ability to create own assistants to automate recurring tasks; in the License Types Business and Pro, these can additionally be shared team-wide.

3.5 **Projects and prompt library:** creation of projects to organise chats and documents by matter or project, and a prompt library; in the License Types Business and Pro, additionally the joint sharing of projects, documents and data structures and a central, team-wide shared prompt library.

3.6 **Word add-in:** AI-supported drafting and editing directly in Microsoft Word.

3.7 The use of the AI functions consumes Credits in accordance with Section 4 and the Consumption Rates (Section 6.4.6 of the MSA).

4. Credits

4.1 Two Credit Accounts within the meaning of Section 6.4.2 of the MSA are maintained for BEAMON AI: (i) the Credit Account "**BEAMON Credits**", which serves the use of language models in all functions of BEAMON AI and queries via the OSV Integration, and (ii) the Credit Account "**Add-on Credits**", which serves third-party integrations charged per transaction. Integrations charged per transaction that are added in the future will be assigned to the Add-on Credits Credit Account.

4.2 For each Credit Account and Billing Month, the Included Credits of a Tenant are the Included Credits per Seat set out in Section 2.2 multiplied by the number of Seats, unless the Order specifies different allowances. They form a joint allowance for all BEAMON Users of the Tenant and are not allocated to individual Seats. For Seats added during a Billing Month, the Included Credits are granted pro rata for the remainder of that Billing Month.

4.3 Additional Credits may be purchased for the BEAMON Credits Credit Account in all License Types and for the Add-on Credits Credit Account in the License Types Business and Pro (Section 6.4.4 of the MSA).

4.4 The use of Haufe content does not consume BEAMON Credits or Add-on Credits.

5. Seats and Change of License Type

5.1 Use is limited to the number of Seats set out in the Order or the Self-Service Contract. Each Seat is assigned to a named BEAMON User and may not be shared by several persons. Section 2.4 of the MSA applies to access credentials and the reassignment of a Seat, and Section 4.1 of the MSA applies to exceeding the agreed number of Seats.

5.2 An upgrade to a higher License Type is possible at any time with effect for the future. Included Credits of the previous License Type not consumed in the current Billing Month remain available until its end; the Included Credits of the new License Type are granted pro rata for the remainder of the Billing Month. The Fees for the new License Type are charged pro rata for the remainder of the current Initial Term or Renewal Term; the term remains unchanged.

5.3 A downgrade to a lower License Type takes effect at the end of the current Initial Term or Renewal Term and must be declared with the notice period applicable to termination.

6. Selection of the Language Model

6.1 Language models (AI models within the meaning of Section 10.4 of the MSA) from several providers are available for BEAMON AI. An Admin of Customer determines for the Tenant which language models are enabled and may deactivate individual language models Tenant-wide at any time; within the enabled language models, the BEAMON User selects the language model to be used for each input.

6.2 The available language models are shown in the Software. BRYTER updates the selection of available language models on an ongoing basis. There is no entitlement to the availability of a particular language model (Section 10.4.1 of the MSA).

7. OSV Integration

7.1 Description. BEAMON AI includes an integration that enables BEAMON Assist to submit API Calls to the Otto Schmidt Legal Data Hub ("**Legal Data Hub**") so that the search results can be used in the outputs of BEAMON AI ("**OSV Integration**"). The OSV Integration itself does not grant Customer any access rights to view or retrieve source documents or other content of Verlag Dr. Otto Schmidt KG ("**OSV**").

7.2 API Call. An "**API Call**" is a request from BEAMON to access data or other services of the Legal Data Hub. Each API Call counts as one query. For example, executing a semantic search query via the semantic search endpoint of the Legal Data Hub constitutes one API Call and is counted as one query.

7.3 Availability. The OSV Integration is included in the License Type Pro and in the License Type Custom only if expressly agreed in the respective Order. It is not available in the License Types Basic and Business.

7.4 Access Rights to OSV Content. Use of the OSV Integration requires Customer to maintain a valid, active subscription directly with OSV covering the relevant content modules of OSV ("**OSV Content**"); access is effected via the access key from that subscription. API Calls submitted via the OSV Integration return results only from OSV Content covered by Customer's subscription, and BEAMON AI uses exclusively such content in the Output. Where a License Type is stated to include the OSV Integration, this refers exclusively to the technical connection to the Legal Data Hub. Customer is solely responsible for purchasing and maintaining the subscription with OSV at its own expense and in its own name. If the subscription expires or is suspended or terminated, the OSV Integration will no longer return results until a valid subscription has been restored.

7.5 No Rights Granted by BRYTER. An Order, a Self-Service Contract and any related agreement between BRYTER and Customer do not grant any rights or licenses to access or use OSV Content, unless permitted under a separate agreement between Customer and OSV. BRYTER does not act as an agent or reseller of OSV and is not authorized to grant access to or use of OSV Content beyond the technical integration in BEAMON AI.

7.6 Content and Availability. Any access to and use of OSV Content and the Legal Data Hub via the OSV Integration, including any results derived therefrom, is at Customer's risk. BRYTER makes no representations or warranties as to the accuracy, completeness, timeliness, reliability, fitness for a particular purpose, quality, availability or performance of OSV Content or the Legal Data Hub.

7.7 Liability. BRYTER shall not be liable for damages arising from errors or omissions in OSV Content, from unavailability, downtime, interruptions or performance problems of the Legal Data Hub or from an interruption of access to OSV Content by OSV. This does not apply to the extent liability cannot be excluded under mandatory statutory provisions, in particular in the event of intent, gross negligence or injury to life, body or health. Section 12 of the MSA applies to the technical provision of the OSV Integration by BRYTER itself.

7.8 Term. Access to the OSV Integration exists only during the Subscription Term for BEAMON AI and ends with it without the need for separate termination.

7.9 OSV Terms. Access to and use of OSV Content and the Legal Data Hub via the OSV Integration are further subject to (A) the General Terms and Conditions of OSV in their current version as published by OSV (https://www.otto-schmidt.de/agb) and (B) the Terms of Use for the Otto Schmidt Legal Data Hub in the version published by OSV from time to time. Customer shall ensure that its Authorized Users comply with these terms. In the event of conflicts, the OSV terms prevail solely with regard to access to and use of OSV Content and the Legal Data Hub; otherwise, the Agreement remains unaffected.

8. Other Third-Party Integrations

8.1 Third-party integrations are available in accordance with the service overview in Section 2.2 or the Order. Where the use of an integration requires access, a license or a subscription with the respective third-party provider, in particular for SharePoint, Winsolvenz (Septeo), iManage and Haufe, Customer is solely responsible for concluding and maintaining it; BRYTER provides exclusively the technical connection.

8.2 Customer purchases Haufe content directly from Haufe. As between Customer and Haufe, its use is governed exclusively by the terms agreed between them.

8.3 BRYTER gives no warranty as to the availability, accuracy or completeness of services and content of third-party providers; Section 6.4.11 of the MSA applies accordingly.

8.4 DeepL (translation) and the commercial register (Company.info) are included in the License Types Business and Pro. Their use is charged per transaction via the Add-on Credits Credit Account (Section 4.1). For this purpose, the content required for the respective function is transmitted to the respective third-party provider.

9. Support

9.1 Error reports and Support Requests for BEAMON AI must be submitted via the in-app support widget or by email to help@beamon.ai. These channels constitute the Ticketing System for BEAMON AI.

9.2 The Response Time is 48 hours in the License Types Basic and Business and 24 hours in the License Type Pro; for the License Type Custom, the Response Time set out in the Order applies. Only hours on Business Days are counted.

9.3 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 BEAMON AI 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 of the respective License Type 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, Renewal Order or Self-Service Contract 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 BEAMON Credits, Add-on Credits, OSV, OSV Content, OSV Integration, Legal Data Hub, API Call and Self-Service Contract) have the meanings set out there.

"**BEAMON AI**" means the SaaS solution hosted by BRYTER or its subcontractors that uses large language models to automate tasks such as contract analysis, information extraction, content creation and the interactive processing of user requests via a conversational interface, including the functions described in Section 3, in particular BEAMON Assist and BEAMON Extract.

"**BEAMON Assist**" means the function of BEAMON AI for drafting, analysing and researching legal documents using large language models.

"**BEAMON Extract**" means the function of BEAMON AI for the automated review of documents and the extraction of structured data using large language models.

"**BEAMON User**" means any Authorized User to whom a Seat is assigned.

"**License Type**" means the License Type Basic, Business, Pro or Custom specified in the Order or the Self-Service Contract.

"**Seat**" means the personal authorization assigned to a named Authorized User to use BEAMON AI via an individual account in accordance with Section 2.4 of the MSA. Seats are the reference unit for the Fees and the Included Credits.