Version: GER 12.0 November 2026

BRYTER FREE TRIAL TERMS OF USE

("Terms of Use")

1. Grant of Rights

BRYTER GmbH, with registered office Biebergasse 2, 60313 Frankfurt / Main, Germany ("**BRYTER**"/"**We**"/"**Us**"/"**Our**") grants you, including the organization for which you work, ("**You**"/"**Your**") a limited, non-exclusive, non-transferable, revocable right to use BRYTER's cloud-based solutions as made available to You by Us ("**BRYTER Software**") free of charge for a limited period of time (the "**Term**"). You agree to use the BRYTER Software during the Term solely for testing and evaluation purposes. The free trial use of the BRYTER Software does not include any support services.

Free use is subject to quantitative limits. BRYTER sets a usage allowance for the Term, in particular for the use of AI functions; it may relate to the individual user, to the organization for which You work, to specific periods (e.g. per calendar day) or to specific functions, and may be expressed in credits, requests, processing volume or any other unit of measurement. BRYTER may change the usage allowance at any time with effect for the future; the remaining allowance is shown in the BRYTER Software where technically possible. Once the usage allowance has been exhausted, BRYTER may suspend the affected functions until the start of the next measurement period or until the end of the Term; access to content already created remains unaffected. You shall not circumvent the usage allowance, in particular by creating multiple Trial Accounts for the same person or organization or by automated requests outside the user interface. There is no entitlement to any particular scope of use.

2. Access to the BRYTER Software

In order to access and use the BRYTER Software, You must register for a BRYTER free trial account ("**Trial Account**"). By creating your Trial Account, You acknowledge that You are solely responsible for maintaining the security of the Trial Account (including, but not limited to, login credentials and security keys) and for all activities that occur under the Trial Account during the Term. This responsibility does not affect BRYTER's obligation to implement appropriate data protection and professional secrecy safeguards; BRYTER remains responsible for complying with the applicable security and protection standards.

You agree not to misuse or share Your login credentials and security keys, not to misrepresent Your identity or affiliation with an entity, and not impersonate any person or entity or organization. You further agree to notify BRYTER immediately of any unauthorized use of the Trial Account, or any other security breach of which You become aware.

After you have accepted these Terms of Use and registered for a Trial Account, BRYTER reserves the right, to verify whether You are entitled to use the BRYTER Software.

3. Your obligations in respect of the BRYTER Software

You shall at all times during the Term: (i) refrain from copying, modifying, duplicating, recording, selling, commercially exploiting, creating derivative works from, transmitting or distributing the BRYTER Software in any form or by any means to any other person; (ii) refrain from removing or altering any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the BRYTER Software; (iii) refrain from reverse assembling, reverse compiling, reverse engineering, decompiling, translating or otherwise attempting to discover the source code of any component of the BRYTER Software; (iv) refrain from using the BRYTER Software to create and/or supply a product or service that competes with the BRYTER Software; You shall not upload, access, store or distribute through the BRYTER Software any viruses, malware or any material that is inappropriate, unlawful, harmful, defamatory, infringing, harassing or offensive, facilitates illegal activity or which violates the rights of any third party; and (v) refrain from attempting to gain

unauthorized access to the BRYTER Software or any associated systems or networks. You shall be liable for any breach of these Terms of Use by anyone to whom You give access to the BRYTER Software.

BRYTER may immediately disable Your access to the BRYTER Software in the event of breach of Your obligations or abuse of the BRYTER Software under these Terms of Use.

4. Ownership and Usage

The BRYTER Software is proprietary to BRYTER and You acquire no rights in respect of such save as set out herein. BRYTER retains all ownership rights, including any intellectual property rights such as copyright, trademarks, trade secrets, inventions, service marks, domain names, design rights, database rights, patents, know-how and all other intellectual property rights of any kind whether or not they are registered or unregistered anywhere in the world ("**Intellectual Property Rights"**), as well as title and interest in the BRYTER Software (including any feedback from You) and all related software, applications and materials and any modification or updates thereto and BRYTER-provided content within the BRYTER Software. BRYTER shall be entitled to audit Your usage of the BRYTER Software to ensure Your compliance with these Terms of Use.

5. No Warranty

BRYTER makes no warranty in respect of the BRYTER Software whatsoever and the BRYTER Software is provided 'as is' and 'as available'. To the maximum extent permitted by applicable law, the warranty set forth in this paragraph is exclusive and in lieu of, and BRYTER expressly disclaims, all other warranties and conditions of quality, either express or implied, including, but not limited to, implied warranties of non-infringement, satisfactory quality, merchantability and fitness for a particular purpose.

6. Confidentiality

"**Confidential Information**" means information or data of a confidential nature, including any and all information which relates to a party's clients, suppliers, technology and business activities. BRYTER's Confidential Information includes but is not limited to: any and all information relating to the BRYTER Software, the related software, applications and materials, the format of reports within the BRYTER Software, the technology, the systems, tools and methodologies which BRYTER uses. Your Confidential Information includes all data supplied by You. The receiving party is prohibited from obtaining Confidential Information through all actions, including observing, testing, examining and disassembling or reassembling with the purpose of obtaining Confidential Information as so-called reverse engineering (**"Reverse Engineering")**. The receiving party shall refrain from exploiting or imitating Confidential Information outside the scope of its purpose in any manner whatsoever (in particular by means of Reverse Engineering) or having it exploited or imitated by third parties and, in particular, from applying for Intellectual Property Rights to the Confidential Information.

Except as required by law or any regulatory authority and/or in relation to information which is in the public domain without breach of this section, BRYTER and You each agree and undertake to (i) keep the other party's Confidential Information strictly confidential; (ii) to not disclose such Confidential Information to any other person, or use it for any purpose except the exercise of the party's rights, or the performance of its obligations, under these Terms of Use; (iii) only disclose the other party's Confidential Information to its employees, suppliers and contractors on a need to know basis for the purposes of these Terms of Use; and (iv) to notify the other party in writing of any actual or suspected misuse or unauthorized disclosure of the Confidential Information by the other party.

7. BRYTER AI Terms

Your access and use of any feature(s) or functionality within the BRYTER 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**"), are governed by Section 10 (AI Terms of Use) of the BRYTER Master Service Agreement, which is incorporated herein by reference and shall apply accordingly. Any reference to "Customer" in Section 10 of the MSA shall be deemed to refer to "You" for the purposes

of these Terms of Use. The applicable version of the MSA is the same as for these Terms of Use, as stated at the beginning of this document.

8. Data Protection

BRYTER's Data Processing Addendum ("**DPA**") applies to the processing of personal data, as well as any data subject to professional secrecy obligations (including but not limited to Sections 43a and 43e BRAO, Sections 18 and 26a BNotO and Section 203 StGB), during the Term. The DPA is incorporated by reference into these Terms of Use. For the avoidance of doubt, the obligations set out in Sections 6 (Protection of Professional Secrets and Professional Secrecy Obligations) and 7 (Sub-Processors) of the DPA apply accordingly during the Term.

For the purposes of these Terms of Use: (i) any reference in the DPA to the "Customer" or "Controller" shall be deemed a reference to You (including the organization on whose behalf You act, as set out in Section 1); (ii) any reference in the DPA to the "Master Service Agreement" or an "Order Form" shall be deemed a reference to these Terms of Use; the Controller is identified by Your registration details or, where an Order Form is concluded, by that Order Form; (iii) notwithstanding the retention periods in the DPA, processing ends upon expiry of the trial period; the statutory and DPA deletion/return obligations otherwise remain unaffected. The applicable version of the DPA is the same as for these Terms of Use, as stated at the beginning of this document.

9. Supplementary Guidance for Professionals in Austria and Switzerland

For users working as professionals in Austria or Switzerland, BRYTER provides the Supplementary Guidance for Austrian Professionals, the ÖRAK Checklist for AI Providers in the BRYTER Trust Center and the Supplementary Guidance for Swiss Professional Secrecy Holders. These documents serve information and explanatory purposes only; they do not create any independent contractual obligations.

10. Termination

The Term expires automatically at the end of the agreed trial period. The Term will not automatically renew, nor will it automatically convert into a paid subscription or any other commercial arrangement.

BRYTER or You may terminate these Terms of Use for any reason and at any time during the Term. Upon termination You shall promptly cease all use of the BRYTER Software. Following the date of termination, BRYTER will comply with its legal obligations to delete personal data to the extent required by law.

11. Limitation of Liability

BRYTER shall be liable to You in connection with the free use of the BRYTER Software only in cases of intent or gross negligence. Liability for damages resulting from injury to life, body or health, as well as liability that cannot be excluded by mandatory law, remains unaffected.

BRYTER does not warrant the accuracy, completeness or availability of any functions provided during the Term. You bear sole responsibility for any results or conclusions derived from Your use of the BRYTER Software, including any AI features. You are solely responsible for ensuring that any Input does not violate professional secrecy obligations or other confidentiality duties; BRYTER assumes no liability in this regard. AI-generated Output does not constitute legal advice; BRYTER is not a law firm and assumes no legal responsibility for any AI Output or any information derived from it.

12. General

These Terms of Use are governed by German law, and the parties submit to the exclusive jurisdiction of the courts at BRYTER's registered office. The definitions in Section 15 of the MSA apply.

Provisions which by their nature are intended to apply after the end of the Term, including confidentiality, data protection, intellectual property and liability provisions, shall continue to apply.

You may not assign any rights or obligations under these Terms of Use without BRYTER's prior written consent. No third party shall have any rights under these Terms of Use.

These Terms of Use constitute the entire agreement between the parties in relation to the Term. Nothing in these Terms of Use obliges either party to enter into any further or permanent agreement.

If any provision of these Terms of Use is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.