Version: GER 12.0 November 2026

MASTER SERVICE AGREEMENT

This Master Service Agreement (the "**MSA**"), together with the applicable order (the "**Order**"), governs the entire contractual relationship between the customer named in the respective Order ("**Customer**") and BRYTER GmbH, Biebergasse 2, 60313 Frankfurt am Main, Germany ("**BRYTER**") (together the "**Parties**", each a "**Party**"). Unless otherwise defined in this MSA, definitions are set out in Section 15. The terms of this MSA shall be deemed accepted upon signing an Order.

This MSA contains the provisions applicable across all products. The product-specific provisions are set out in the BRYTER Workflows Terms of Use and the BEAMON AI Terms of Use, to the extent incorporated in the Order (each the "**Terms of Use**"). A contract concluded in the online ordering process using the payment service provider Stripe, including the Stripe Terms, is also deemed an Order; placing the order in the online ordering process takes the place of signature.

In the event of conflicts, the following order of precedence applies: (i) the respective Order, (ii) the incorporated Terms of Use, but solely within their respective subject matter, (iii) this MSA and (iv) the Support and Maintenance Services. In matters of data protection, the Data Processing Addendum prevails.

1. Scope

1.1 This MSA governs the use of BRYTER Workflows and BEAMON AI (each and together the "**Software**"), which BRYTER provides as software as a service as part of a subscription, in each case within the scope of the Order and in accordance with the incorporated Terms of Use.

1.2 The services purchased by Customer are determined exclusively by the respective Order. The incorporation of Terms of Use does not give rise to any entitlement to services not specified in the Order.

2. Right of Use

2.1 Subject to this MSA and the respective Order, BRYTER grants Customer (including its Affiliates where so stated in the Order) a limited, non-exclusive and non-transferable right to use the Software during the Subscription Term.

2.2 Where Customer enters into this MSA also on behalf of its Affiliates, such Affiliates shall be entitled to the respective rights and bound by the respective obligations under this MSA. Customer, however, remains the sole contracting party and shall be liable for all acts and omissions of its Affiliates as for its own. Any loss, damage, costs or expenses incurred by an Affiliate shall be deemed to be incurred by Customer. Affiliates may enter into a separate MSA at any time.

2.3 Where an Order provides for a Trial Period, Customer is granted a revocable, non-exclusive and non-transferable right of use for that period in accordance with the respective Order.

2.4 Each Authorized User shall receive their own access credentials (login and password). Sharing access credentials or using an account jointly is not permitted. An account may be transferred to another user only where the previous user no longer works for Customer, is on a continuous leave of more than three months or no longer performs any tasks relating to the Software. Authorized Users may use the Software only within the roles assigned to them. BRYTER may, upon reasonable prior notice, verify compliance with these requirements.

3. Availability and Support

3.1 BRYTER shall provide Support and Maintenance Services and ensure the availability of the Software in accordance with the Support and Maintenance Services.

3.2 Customer support in accordance with the Support and Maintenance Services and the incorporated Terms of Use is included in every paid subscription; response times and support channels are set out in the incorporated Terms of Use. Where expressly agreed in an Order, a subscription may also include support from BRYTER's Customer Success team to accompany Customer in the introduction and successful use of the Software.

4. Restrictions on Use

4.1 Customer may use the Software only within the Scope set out in the respective Order. If, during a Trial Period or the Subscription Term, Customer exceeds the agreed Scope, BRYTER shall be entitled to invoice such additional usage at BRYTER's then applicable standard rates, unless a different (in particular pro rata) pricing has been agreed in the Order. BRYTER shall, however, only invoice such additional usage if it has previously notified Customer that its usage has reached 80% of the agreed Scope and has indicated the standard rates applicable at that time.

4.2 Customer shall not – and shall not permit any third party to –

(i) sell, license, transfer, provide or otherwise make available the Software, in whole or in part, to third parties, except for making content and applications available to third parties to the extent the incorporated Terms of Use expressly permit this;

(ii) perform or attempt to perform any act that could interfere with the proper functioning of the Software, including the circumvention of or interference with security or other technical protection features of the Software;

(iii) create modifications or derivative works based on the Software;

(iv) remove or modify any notices of proprietary rights, trademarks or other markings of the Software; or

(v) 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 the source code of the Software, in whole or in part. Security testing or scanning of the Software requires BRYTER's prior written consent in each case.

4.3 Product-specific restrictions on use, in particular regarding user roles, the publication of content and applications and making them available to third parties, are set out in the incorporated Terms of Use.

4.4 Customer shall be liable for all acts and omissions of its Affiliates and its Authorized Users as for its own.

4.5 Customer is responsible for reviewing and validating all results generated by the Software before relying on them for business, legal or other decisions. This also applies to results of applications, templates or assistants provided by BRYTER. To the extent results are based on configurations, data or specifications introduced by Customer or by a person engaged by it, BRYTER does not warrant their accuracy in any individual case.

5. Restricted Release

If Customer participates in any version of the Software marked as alpha, beta or otherwise designated as restricted, including API releases (each a "**Restricted Release**"), the following provisions apply in addition:

5.1 Customer shall promptly report to BRYTER any errors or malfunctions of the Restricted Release.

5.2 BRYTER shall have no obligation to correct errors in the Restricted Release or to deliver updates.

5.3 BRYTER shall have no obligation to provide support for the Restricted Release.

5.4 Where necessary, Customer shall provide BRYTER with appropriate test data to enable BRYTER to analyse or resolve reported problems.

5.5 The Restricted Release is experimental, may contain errors and malfunctions and is provided without any warranty of any kind, express or implied.

5.6 Neither Party shall be liable to the other for any losses or damages of whatever nature arising out of the use or non-use of the Restricted Release.

5.7 Customer shall not make the Restricted Release available to third parties without BRYTER's prior written consent.

5.8 Where Customer needs to disclose its own code to BRYTER in order to use the full functionality of a Restricted Release ("**Customer Code**"), BRYTER shall not be liable for any infringement caused by the Customer Code. Customer is solely responsible for obtaining all necessary licenses and rights in respect of its Customer Code.

6. Payments

6.1 Customer shall pay to BRYTER the Fees set out in the respective Order in the currency stated therein. Unless otherwise provided in the Order, BRYTER shall invoice the Fees for the Software annually in advance. All amounts stated in this MSA or an Order are exclusive of applicable statutory taxes, which Customer shall pay in addition.

6.2 Discounts and Special Conditions

6.2.1 Any discounts, rebates, price reductions, special conditions, complimentary licenses or other concessions (together, "**Discounts**") granted in an Order, in connection with a renewal 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 Discount shall apply exclusively for the Initial Term or the Renewal Term in which it was granted and shall automatically lapse at the beginning of the following Renewal Term.

6.2.2 Where a Discount lapses pursuant to Section 6.2.1, the Fees shall be invoiced from the Start Date of the following Renewal Term at the undiscounted price set out in the respective Order for the relevant service ("**List Price**"). This does not apply to the extent the Parties, prior to the start of the relevant Renewal Term, set out the continuation or renewed granting of the Discount or different Fees in a Renewal Order or another agreement signed by both Parties. If the Order does not set out a List Price for a service, the Fees agreed in the Order continue to apply.

6.2.3 Notwithstanding Sections 6.2.1 and 6.2.2, Discounts the granting of which is linked to a particular status or membership of Customer ("**Status Discounts**", e.g. DAV or ÖRAK discount) shall continue to apply for as long as the relevant status or membership exists. 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 status or membership, the entitlement to the Status Discount lapses; BRYTER shall be entitled to invoice the List Price pursuant to Section 6.2.2 from the billing period following such lapse. BRYTER may, upon reasonable prior notice, verify the continued existence of the relevant status or membership or request appropriate evidence from Customer.

6.2.4 BRYTER may increase the List Price with effect from the beginning of a Renewal Term, provided BRYTER has notified Customer in text form in advance. The notice period is (i) ninety (90) days for Orders with an Initial Term or Renewal Term of at least twelve (12) months and (ii) one full calendar month for Orders with a term of one month. If Customer does not agree to the increase, it may, notwithstanding Section 13.2, terminate the affected Order with effect from the end of the current Initial Term or Renewal Term; BRYTER shall refer to this termination right in the notice.

6.3 In the case of multi-year Initial Terms or Renewal Terms in accordance with Section 13.2, BRYTER may adjust the Fees on each anniversary of the start of the respective Subscription Term to the extent justified by increased costs of providing the Software, in particular increases in personnel, infrastructure or third-party service costs. Any adjustment shall be made in good faith, shall be reasonable and proportionate and shall not exceed ten percent (10%) per year, unless otherwise agreed in writing by the Parties.

6.4 Credits

6.4.1 This Section 6.4 applies to the extent the Order or the incorporated Terms of Use provide that the use of certain functions of the Software is charged via credits ("**Credit-Based Features**"). A "**Credit**" is a billing unit with a value of EUR 0.01, unless the Order specifies a different value. The value of a Credit remains unchanged during the Initial Term and the respective Renewal Term. In the event of conflict, the Order prevails over this Section 6.4. Section 4.1 does not apply to Credit-Based Features; Section 6.3 does not apply to Credits or to the Consumption Rates pursuant to Section 6.4.6.

6.4.2 Credits are held per Tenant in one or more credit accounts (each a "**Credit Account**"). Which Credit-Based Features are served from which Credit Account is set out in the incorporated Terms of Use and the Order. Credits of one Credit Account may neither be used for Credit-Based Features of another Credit Account nor be transferred between Credit Accounts. Within a Tenant, the Credits of a Credit Account are available jointly to all Authorized Users. Credits may neither be transferred to another Tenant nor assigned to third parties.

6.4.3 For each Billing Month, BRYTER shall make available to Customer the number of Credits per Credit Account set out in the Order or in the incorporated Terms of Use ("**Included Credits**"). "**Billing Month**" means each monthly period of the Subscription Term commencing on the Start Date, unless the Order specifies a different billing period. Unused Included Credits expire at the end of the respective Billing Month.

6.4.4 Customer may purchase additional Credits in the package sizes and at the prices set out in the Order or in the price list published by BRYTER in the Software or on its website (the "**Price List**") ("**Additional Credits**"), to the extent the

incorporated Terms of Use provide for such purchase for the relevant Credit Account. Additional Credits are invoiced in advance. They remain valid until the end of the Initial Term or Renewal Term current at the time of purchase or, for Orders with a term of one month, until the end of the current Billing Month. Thereafter, unused Additional Credits expire.

6.4.5 Credit-Based Features are served first from the Included Credits and, only once these have been fully consumed, from the Additional Credits of the respective Credit Account.

6.4.6 The number of Credits consumed for any use is determined by the consumption rates made available by BRYTER in the Software or in the Documentation, in the version applicable at the time of use (the "**Consumption Rates**"). For services with a fixed consumption per transaction, the Consumption Rates set out the number of Credits per transaction and, for the use of AI models, the consumption weight of the respective model relative to a reference model. For AI models, consumption depends on the actual processing volume of the respective request and may therefore vary from request to request; BRYTER determines the applicable consumption rates at its reasonable discretion (billiges Ermessen), taking into account the costs of providing the respective model. Processing operations resulting from internal retries, error handling or errors of the Software are not charged. Upon request, BRYTER shall provide Customer with a statement of consumption per Credit Account for a Billing Month.

6.4.7 BRYTER may amend the Consumption Rates by giving thirty (30) days' notice in text form with effect from the beginning of a Billing Month, to the extent the amendment is based on changed costs of model or third-party providers, on the introduction of new or the discontinuation of existing AI models or third-party services, or on technical changes. BRYTER may make amendments that reduce Customer's consumption at any time without notice. If an amendment increases the consumption for a service by more than ten percent (10%), Customer may terminate the affected Order with effect from the date on which the amendment takes effect; in this case, BRYTER shall refund prepaid Fees for the period after the termination takes effect on a pro rata basis.

6.4.8 Once the Credits of a Credit Account have been consumed, BRYTER may suspend the Credit-Based Features assigned to that Credit Account until the beginning of the next Billing Month or until Additional Credits are purchased. BRYTER may decline, before it starts, any transaction whose expected consumption exceeds the available Credits. Transactions already started will be completed; any minor excess consumption resulting therefrom will not be charged. Access to content already created and to Customer Data remains unaffected by a suspension. Suspensions under this Section do not constitute Downtime within the meaning of the Support and Maintenance Services; BRYTER shall not be liable for the consequences of a suspension under this Section.

6.4.9 Where the Order provides that the use of Credit-Based Features beyond the Included Credits is charged in arrears, BRYTER shall invoice the consumption exceeding the Included Credits for a Billing Month after its end at the value set out in Section 6.4.1. The Order shall set a monthly cap for this purpose; if no cap is set, no billing in arrears takes place. Upon reaching the cap, Section 6.4.8 applies accordingly.

6.4.10 Fees paid for Credits are non-refundable, including upon termination of an Order or this MSA. This does not apply in the event of termination by Customer pursuant to Section 6.4.7, 13.3 or 13.4; in these cases, BRYTER shall refund the value of unused Additional Credits.

6.4.11 Credit-Based Features may be provided by third-party providers or depend on the availability of specific AI models. BRYTER does not warrant the availability, accuracy or completeness of services of third-party providers and, without prejudice to Section 12.1.2, shall not be liable for any downtime or unavailability caused by a third-party provider or model provider; Section 10.4.1 remains unaffected. Credits will not be deducted for requests that fail solely due to a confirmed outage of the respective provider.

6.5 If Customer's internal processes require a purchase order or purchase order number to be linked to an invoice, Customer shall provide it to BRYTER together with the signed Order. Customer's internal requirements – including the absence of a purchase order number – do not entitle Customer to delay or withhold payments due.

6.6 Customer shall pay undisputed invoices by bank transfer within thirty (30) days of receipt. In the event of late payment, interest of six percent (6%) per annum accrues from the due date. BRYTER may temporarily suspend access to the Software until all overdue amounts have been paid, provided BRYTER has notified Customer in writing of the intended suspension at least fifteen (15) days in advance. BRYTER's further rights remain unaffected.

6.7 Customer may withhold individual invoice amounts to the extent it disputes them in good faith and on stated, comprehensible grounds, in particular due to alleged non-performance by BRYTER. Undisputed parts of an invoice may not

be withheld. Objections must be raised within the respective payment period; otherwise the invoice shall be deemed undisputed.

7. Customer Data

7.1 All rights in the Customer Data remain with Customer. Customer is solely responsible for the lawfulness, accuracy, quality and integrity of its Customer Data and for ensuring all consents or other legal bases required for its use within the Software.

7.2 For the Trial Period and/or the Subscription Term, Customer grants BRYTER a non-exclusive, royalty-free license to use, store, transmit, display and create derivative works of the Customer Data to the extent necessary to provide the Software.

7.3 Customer shall not use – and shall not permit any third party to use – the Software to display, store or process any Customer Data that may:

(i) threaten or harass any person or cause damage or injury to any person or property;

(ii) contain false, defamatory, harassing or obscene material;

(iii) violate privacy rights or promote hatred or discrimination;

(iv) constitute unsolicited bulk messages;

(v) infringe third-party Intellectual Property Rights; or

(vi) violate applicable law.

If BRYTER becomes aware of a violation, BRYTER will notify Customer. Customer shall promptly take appropriate remedial action. If Customer fails to do so, BRYTER is entitled – but not obliged – to remove or disable access to the material concerned without liability on BRYTER's part.

7.4 Customer shall indemnify BRYTER against all third-party claims alleging that Customer Data violates Section 7.3 and shall defend BRYTER against such claims or, at Customer's option, settle them. Customer shall compensate BRYTER for all damages awarded against BRYTER by final court decision or under settlements approved by Customer. This indemnification obligation is subject to BRYTER notifying Customer of the claim in writing without undue delay, granting Customer sole control of the defence and settlement negotiations and providing Customer with all necessary information at Customer's expense.

7.5 Customer's rights under Chapter VI of Regulation (EU) 2023/2854 (EU Data Act), in particular with respect to switching to another provider and the porting or deletion of data, remain unaffected by this MSA. The technical details and instructions are set out in the Documentation.

8. Software Warranty

8.1 Unless otherwise provided in this MSA, BRYTER warrants to Customer that during the Subscription Term (i) BRYTER has the power to grant Customer the rights provided for in this MSA; (ii) the Software will be provided with reasonable skill and care and in compliance with applicable law; (iii) the Software materially conforms to the applicable Documentation and the respective Order; and (iv) BRYTER shall not materially decrease the functionality of the Software.

8.2 If Customer notifies BRYTER of a non-conformity with the warranties under Section 8.1, BRYTER shall – subject to Section 8.3 – at its discretion use reasonable efforts to remedy the Error promptly or provide Customer with an alternative means of performing the affected function.

8.3 BRYTER shall not be liable under any warranty or any other provision of this MSA to the extent any loss or non-performance results from Customer or an Authorized User not having complied with the requirements of this MSA, the incorporated Terms of Use, the Documentation or the respective Order.

8.4 BRYTER continuously develops the Software. Customer shall always have access to the latest version. Customer acknowledges that BRYTER may update or modify individual components of the Software and add new functions, provided that the warranties under Section 8.1 continue to apply without restriction for the Subscription Term.

8.5 If BRYTER breaches contractual obligations without the Software being defective, Customer shall notify BRYTER of the breach in writing and set BRYTER a reasonable period to remedy it. Section 12 applies accordingly to claims for damages.

8.6 This Section 8 does not apply to Software provided free of charge (Section 12.1.1).

9. Confidentiality

9.1 During the term of this MSA, each Party shall keep the Confidential Information of the other Party strictly confidential and use it solely for the performance of this MSA. Disclosure to third parties is permitted only to employees, agents or subcontractors of the receiving Party who need the information to perform the contract and are bound by confidentiality obligations at least as protective as those set out herein.

9.2 A Party may disclose Confidential Information of the other Party (i) pursuant to a final order of a court or authority; (ii) to the extent required by mandatory law; or (iii) to the extent necessary to assert or defend rights under this MSA. The receiving Party shall – to the extent legally permitted – notify the disclosing Party of any imminent disclosure without undue delay and give it the opportunity to object or to take protective measures.

9.3 Upon request of the disclosing Party, the receiving Party shall promptly return or destroy all Confidential Information, including all copies and data carriers, and confirm this in writing. The receiving Party may retain copies created by automatic archiving or back-up systems or where retention is required by statutory obligations or internal compliance requirements. Such copies remain subject to the confidentiality obligations even after termination of this MSA.

9.4 The right to retain Confidential Information under Section 9.3 does not apply to personal data; personal data is governed exclusively by the data protection provisions of the Data Processing Addendum.

9.5 With Customer's prior written consent, BRYTER may use Customer's name and logo for reference and marketing purposes.

10. AI Terms

The following provisions apply to Customer's access to functions of the Software enabled by machine learning or other artificial intelligence techniques, including integrations with third-party systems (the "**AI Service**").

10.1 Responsibility for and Rights in Input and Output

10.1.1 Customer is solely responsible for all content entered into the AI Service ("**Input**") and the results generated from it ("**Output**"; together "**Content**"). The rights in the Content vest in Customer, in the case of Output from its creation, in each case to the extent legally possible and unless third-party rights preclude this. BRYTER gives no warranty as to the accuracy, completeness, originality, impartiality or freedom from errors of the Output.

10.1.2 Customer is solely responsible for ensuring that all Input complies with all professional and official secrecy and confidentiality obligations, in particular attorney confidentiality obligations and comparable statutory requirements. BRYTER shall not be liable for any breach of such obligations resulting from Customer's use of the AI Service.

10.1.3 The Output does not constitute legal advice. BRYTER is not a law firm, does not provide legal services and does not give legal advice.

10.1.4 Customer acknowledges that the Output may reflect or amplify biases in the underlying training data. Customer shall independently review and validate all Output before any use. Customer shall ensure that the Content complies with applicable law and that an appropriate legal basis exists for the processing of personal data.

10.1.5 Any use of Output without appropriate human review – in particular for decision-making or compliance purposes – is at Customer's sole risk. BRYTER shall not be liable for damages resulting from the adoption of unreviewed Output or from disregarding known limitations of AI systems; Section 12.1.2 remains unaffected.

10.1.6 Customer acknowledges that the accuracy and reliability of the Output may be impaired if additional functions such as web search or access to legal sources are not enabled. BRYTER recommends enabling these functions where appropriate.

10.2 No Use of Customer Data for Training Purposes

10.2.1 BRYTER does not use Customer's Content to train machine learning models. The use of the AI Service does not give BRYTER any right to use the Content for training purposes.

10.2.2 BRYTER may use data from the use of the AI Service only where Customer (i) voluntarily provides feedback for this purpose or (ii) expressly consents to such use.

10.3 Fair Usage

10.3.1 In addition to the Scope set out in the respective Order, the use of the AI Service is subject exclusively to the following limitations:

(i) the fair usage requirements under Sections 10.3.2 and 10.3.3;

(ii) the provisions on Credits under Section 6.4; and

(iii) any product-specific usage and consumption provisions under the incorporated Terms of Use.

Access to and selection of AI models are governed by Section 10.4 and the incorporated Terms of Use.

10.3.2 Customer shall not use the AI Service, and shall not permit Authorized Users, End Users or other third parties to use it, in a manner which, by reason of the volume, frequency or pattern of requests, is likely to materially impair 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 loops that are not based on an individual action of a natural person, unless generated via 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) mass or batch processing of data volumes that materially exceeds the use of the AI Service presupposed by the agreed Scope.

Sections 4.2 (ii) and 10.5 (ix) remain unaffected.

10.3.3 In the event of Excessive Use, BRYTER shall notify Customer in text form and set Customer a reasonable deadline to remedy it. If prior notice is not reasonably practicable or if the impairment is imminent or has already occurred, BRYTER may, without prior notice, temporarily restrict the use concerned to the extent and for the duration necessary to remedy or avert the impairment caused thereby; in this case, BRYTER shall notify Customer in text form without undue delay thereafter. Depending on the circumstances, the restriction may relate to the affected Tenant, user account, function or request stream. BRYTER shall exercise this right at its reasonable discretion and 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 disregarded in calculating Service Availability.

10.4 AI Models

10.4.1 The AI Service is provided using one or more AI models selected by BRYTER. BRYTER may at its reasonable discretion add, replace, update or discontinue underlying AI models at any time, provided that the overall functionality of the AI Service is not thereby materially impaired. Customer has no entitlement to the availability of a particular AI model or model version.

10.4.2 BRYTER may introduce changes to the Included Credits, to the allocation of Credit-Based Features to Credit Accounts or to model-related usage restrictions that are to Customer's detriment only with effect from the beginning of a Renewal Term and only if BRYTER has notified Customer in text form in advance. The notice period is (i) ninety (90) days for Orders with an Initial Term or Renewal Term of at least twelve (12) months and (ii) one full calendar month for Orders with a term of one month, so that the change takes effect at the earliest at the beginning of the second calendar month following receipt of the notice. If Customer does not agree to the changes, it may terminate the affected Order with effect from the end of the current Initial Term or Renewal Term. Amendments to the Consumption Rates are governed exclusively by Section 6.4.7.

10.5 Usage Restrictions

Without prejudice to the restrictions on use in Section 4, Customer warrants that neither it nor any Authorized Users, End Users or other third parties authorized by it will use the AI Service to:

(i) mislead third parties as to the origin of the Output, in particular by presenting Output as human-generated;

(ii) generate content that promotes hatred, harassment or violence, exploits or endangers children, encourages self-harm, contains unlawful, sexual, political or otherwise harmful, false or misleading information, misuses personal data or distributes malware;

(iii) use the AI Service for activities with a high economic risk, adult services or dating platforms;

(iv) provide individual financial advice without review by a qualified person;

(v) provide medical advice or conduct political campaigning or lobbying;

(vi) infringe third-party rights, in particular data protection, copyright, trademark or confidentiality rights;

(vii) decompile, reverse engineer or disclose the source code of models, algorithms or components of the AI Service, unless permitted by mandatory law;

(viii) use the AI Service to build own AI models or systems that compete with the AI Service or with the underlying model providers; or

(ix) extract data from the AI Service by automated means, unless expressly permitted via the API.

Supplementary product-specific usage restrictions are set out in the incorporated Terms of Use.

10.6 Limited Applicability of the Support and Maintenance Services

The Support and Maintenance Services apply to the AI Service only to a limited extent. The AI Service may be subject to interruptions, outages or errors without any resolution times being committed; response times set out in the incorporated Terms of Use remain unaffected.

11. Intellectual Property

11.1 All Intellectual Property Rights in the Software, its components, the related Documentation, Customer's feedback on the Software and the BRYTER Data ("**BRYTER IP**") belong exclusively to BRYTER. Except as expressly provided in this MSA, no rights or licenses in the BRYTER IP are granted to Customer, its Affiliates, Authorized Users or End Users.

11.2 All Intellectual Property Rights in the Customer Data, the content and applications created by Customer and other use cases developed in connection with the use of the Software ("**Customer IP**") belong to Customer or its licensors. Except as expressly provided in this MSA, no rights or licenses in the Customer IP are granted to BRYTER. Ownership of the Customer IP does not entitle Customer to access the Software or the Documentation after expiry or termination of an Order; Section 13.7 remains unaffected.

12. Limitation of Liability

12.1 BRYTER shall be liable under this MSA and any Order in accordance with the following provisions:

12.1.1 For Software that BRYTER provides free of charge, in particular during a Trial Period, BRYTER shall be liable exclusively in accordance with Sections 12.1.2 and 12.2. Functions that form part of a paid subscription without a separate fee are not deemed to be provided free of charge.

12.1.2 Notwithstanding the following limitations, BRYTER shall be liable without limitation for damages caused by intent (Vorsatz) or gross negligence (grobe Fahrlässigkeit) and for damages resulting from injury to life, body or health.

12.1.3 In the event of slight negligence (einfache Fahrlässigkeit), BRYTER shall be liable only for breaches of material contractual obligations (Kardinalpflichten). Material contractual obligations are obligations whose fulfilment makes the proper performance of this MSA possible in the first place and on whose compliance Customer may regularly rely.

12.1.4 In the cases of Section 12.1.3, liability for loss of profits, indirect damages and other consequential damages is excluded.

12.1.5 In the cases of Section 12.1.3, liability is limited in amount to the damages typically foreseeable at the time of conclusion of the contract. The typically foreseeable damage per event is limited to the amount of Fees payable by Customer under the respective Order for the contract period current at the time of the event giving rise to the claim (Initial Term or current Renewal Term). If the respective Order expressly sets out a different maximum amount, that amount applies.

12.1.6 In the cases of Section 12.1.3, liability for the loss of Customer Data is limited to the effort required to restore it from the backups made in accordance with the Support and Maintenance Services.

12.1.7 The foregoing limitations of liability also apply in favour of BRYTER's employees, subcontractors and vicarious agents.

12.2 BRYTER's liability under the German Product Liability Act (Produkthaftungsgesetz) and for expressly assumed guarantees remains unaffected.

12.3 In all other respects, BRYTER's liability is excluded.

13. Term and Termination

13.1 This MSA takes effect upon signing of the first Order concluded with Customer and remains in effect until all Orders, including any Renewal Terms, have expired or been terminated.

13.2 Each Order commences on the Start Date set out therein. Subject to early termination pursuant to Section 7.5, 13.3 or 13.4, the Order runs for the agreed Initial Term and thereafter automatically renews for successive Renewal Terms of twelve (12) months each, unless terminated by either Party in writing with at least ninety (90) days' notice to the end of the Initial Term or the respective Renewal Term. Where an Order provides for a Trial Period, the Trial Period automatically rolls over into the Initial Term unless Customer terminates the relevant Order beforehand in accordance with the terms set out therein.

13.3 An Order may be terminated by either Party with immediate effect if the other Party (i) becomes the subject of insolvency, liquidation, receivership or comparable proceedings; or (ii) breaches a material obligation under the Agreement and fails to remedy such breach within thirty (30) days of written notice.

13.4 Customer may terminate an Order with immediate effect by written notice if BRYTER commits a Persistent Breach within the meaning of Section 15 in relation to that Order.

13.5 If Customer exercises its switching or deletion rights under Regulation (EU) 2023/2854 (EU Data Act) and this results in the early termination of the Agreement, the following provisions apply:

13.5.1 Fees already paid are non-refundable.

13.5.2 All unpaid Fees owed for the remainder of the Initial Term – including the remaining portion of the Initial Term and any Renewal Term already commenced – become immediately due and payable upon the termination taking effect. The calculation is based on the Fees agreed in the respective Order for the entire Initial Term, irrespective of the payment intervals set out therein.

13.5.3 If the acceleration under Section 13.5.2 is not enforceable in an individual case, Customer's payment obligation continues at the payment dates agreed in the Order as if the Order continued for the agreed Initial Term.

13.5.4 The foregoing provisions apply without prejudice to any other termination rights under Section 13.3, 13.4 or 13.8.

13.6 Upon termination taking effect, Customer shall cease using the Software without undue delay. If Customer terminates pursuant to Section 13.3 or 13.4, BRYTER shall refund prepaid Fees on a pro rata basis for the period after the termination takes effect. If BRYTER terminates pursuant to Section 13.3, Customer shall promptly pay all outstanding amounts, including the Fees for the remaining term. In any event, Customer's obligation to pay Fees accrued up to the effective date of termination remains unaffected.

13.7 During the Subscription Term, Customer may access its Customer Data at any time. Before the Subscription Term expires, Customer may perform a final export of its Customer Data; the functions and interfaces available for this purpose are set out in the Documentation and the incorporated Terms of Use. Upon Customer's request, BRYTER shall make the Software available for up to thirty (30) days after termination takes effect solely for the purpose of exporting the Customer Data. After the end of the Subscription Term or, where Customer has requested access under sentence 3, after expiry of that period, BRYTER shall delete or overwrite the remaining Customer Data unless mandatory statutory retention obligations preclude this. Retained data remains subject to the confidentiality obligations of this MSA.

13.8 Each Party's right to terminate for good cause (aus wichtigem Grund, Section 314 BGB) remains unaffected.

14. General

14.1 **Data Protection.** All data protection provisions are set out in a separate Data Processing Addendum, which forms part of the Agreement.

14.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements on the same subject. Terms contained in purchase orders, other documents or business practices of Customer shall not apply. Each Party confirms that it has not relied on any representations of the other Party not expressly set out in the Agreement.

14.3 **Waiver.** A waiver of any right under this MSA is only effective if it is expressed as a waiver, made in writing and clearly identifies the provision concerned. It applies only to the Party to whom it is addressed and to the specific case. The Parties' rights are cumulative and do not exclude statutory rights, unless expressly provided otherwise.

14.4 **Severability.** Should any provision of this MSA be or become invalid, unenforceable or unlawful in whole or in part, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision that comes as close as possible to the commercial purpose of the original provision.

14.5 **Governing Law and Jurisdiction.** This MSA is governed exclusively by the laws of the Federal Republic of Germany. The courts of Hamburg shall have exclusive jurisdiction for all disputes arising out of or in connection with this MSA, including pre-contractual and non-contractual claims.

14.6 **Third-Party Rights.** Persons who are not a party to this MSA may not derive any rights from it, unless expressly provided otherwise.

14.7 **Assignment.** Subject to Section 354a of the German Commercial Code (HGB), neither Party may assign or transfer any rights or obligations under this MSA without the prior written consent of the other Party. Any assignment without such consent is void. This does not affect either Party's right to transfer its rights under this MSA to an undertaking acquiring its business, provided that such undertaking is not a competitor of the other Party and the assigning Party is not in breach of this MSA.

14.8 **Force Majeure.** Neither Party shall be in breach of its obligations under this MSA to the extent a delay or failure to perform results from a Force Majeure Event. The time for performance is extended by the duration of the impediment. If the event continues for more than fourteen (14) days, the Party not affected may terminate this MSA by giving seven (7) days' written notice.

14.9 **Notices.** Notices under this MSA – except those governed by the Support and Maintenance Services – must be made in writing and sent by pre-paid letter or by email to the address set out in the Order. A notice is deemed received: if sent by post, two Business Days after posting; if sent by email, three Business Hours after sending, provided no delivery failure notification is received. Notices to BRYTER must always also be sent to legal@bryter.io.

14.10 **Variations.** Amendments or supplements to this MSA must be made in writing and signed by duly authorized representatives of both Parties, unless expressly provided otherwise in this MSA.

14.11 **Survival.** Sections 4 (Restrictions on Use), 9 (Confidentiality), 11 (Intellectual Property), 12 (Limitation of Liability), 13.5 to 13.7 (Consequences of Termination) and 14 (General) survive the termination of this MSA.

15. Definitions

The following terms have the following meanings in this MSA. Where a term is separately defined in the body of this MSA, that definition applies. Product-specific terms are defined in the respective Terms of Use; within the scope of the respective Terms of Use, the definitions set out therein prevail.

"**Admin**" means an Authorized User with access to the admin console and extended administrative rights, in particular for the central control of user access and system configuration. The product-specific scope of functions is set out in the respective Terms of Use and the Documentation.

"**Affiliate**" means a legally independent undertaking that directly or indirectly controls a Party, is controlled by it or is under common control with it.

"**Agreement**" means the entirety of the contractual arrangements, consisting of this MSA including the definitions in Section 15, the incorporated Terms of Use, the Support and Maintenance Services, the Data Processing Addendum, the Privacy Policy, the respective Orders and any auxiliary agreements referenced in an Order.

"**API**" means the application programming interfaces documented by BRYTER that enable automated interaction with the Software, including access to exportable Customer Data for the purpose of migration or Deletion in accordance with the applicable interoperability standards. Product-specific API endpoints and functions are set out in the respective Documentation.

"**Authorized User**" means a natural person working for Customer or for an Affiliate to whom Customer has granted access to the Software. Admins are always Authorized Users.

"**BRYTER Data**" means all information and data that BRYTER provides to Customer as part of the Software, including Customer's feedback and the Usage Data.

"**Business Days**" means Monday to Friday, excluding public holidays at BRYTER's registered office.

"**Business Hours**" means the hours between 9:00 a.m. and 5:00 p.m. on Business Days.

"**Confidential Information**" means non-public information that a Party obtains from the other Party, or to which it gains access, under or by virtue of the Agreement. This includes in particular data, proprietary software, source code, inventions, algorithms, business concepts, sales, financial, business and technical information, marketing information and the contractual terms including prices. Information is also deemed confidential if it is marked as such or if its confidential nature would be apparent to a reasonable third party from the circumstances.

"**Customer Data**" means all data provided by Customer (including text, audio, video and image data) which BRYTER processes in connection with the provision of the Software.

"**Deletion**" means the complete and irreversible removal of all Customer Data from BRYTER's systems (including back-up copies), unless statutory retention obligations preclude this.

"**Documentation**" means the technical descriptions, instructions and other written materials provided by BRYTER with regard to the Software.

"**Downtime**" means the total number of minutes within a calendar month during which a given function of the Software is unavailable, excluding Excluded Downtime. A minute is considered unavailable if all connection attempts by BRYTER's monitoring system within that minute fail. Partial minutes are not counted.

"**End User**" means any person authorized by Customer to use the Software without being an Authorized User. The product-specific group of End Users is set out in the respective Terms of Use.

"**Error**" (within the meaning of warranty law) means a condition in which the Software materially fails to conform to the functional descriptions in the Documentation.

"**Excluded Downtime**" means Downtime attributable in whole or in part to any of the following causes: (i) Scheduled Maintenance; (ii) termination of this MSA; (iii) suspension of access due to late payment; (iv) circumstances beyond BRYTER's control, including Force Majeure Events, disruptions of or outages in internet connectivity, model changes or other functional limitations of Third-Party Services; (v) acts or omissions of Customer or third parties engaged by it; (vi) use of the Software by Customer in breach of contract or contrary to the Documentation; (vii) unauthorized access resulting from insufficient access protection by Customer; or (viii) any other acts or omissions of Customer, its employees, agents or service providers.

"**External User**" means an End User who does not form part of Customer's workforce.

"**Fees**" means the remuneration payable by Customer to BRYTER for the use of the Software, as set out in the respective Order.

"**Force Majeure Event**" means circumstances beyond a Party's reasonable control, in particular strikes, lock-outs and other industrial action; failure or interruption of utility, transport or telecommunications facilities (including the internet); natural events, war, riot, civil commotion, sabotage; governmental orders; and accidents, fires, floods, storms or comparable natural events.

"**Initial Term**" means the first contract period set out in the respective Order, commencing on the Start Date.

"**Intellectual Property Rights**" means patents, rights to inventions, design rights, copyrights, database rights, trade secrets, know-how, trademarks, trade names, service marks and other intellectual property rights, whether registered or unregistered, existing or future, including all rights to apply for and register them.

"**Internal User**" means an End User who is employed by Customer.

"**Maintenance Work**" means the further development and adaptation of the Software by BRYTER to improve the Software, introduce new functions or remedy Errors, which may lead to temporary unavailability.

"**Persistent Breach**" means (i) failure to meet the Service Availability targets set out in the Support and Maintenance Services more than three times within any period of three consecutive months, or (ii) failure to meet the support obligations under the Support and Maintenance Services more than three times within any period of three months.

"**Renewal Term**" means a period of twelve (12) months following the Initial Term or the immediately preceding Renewal Term.

"**Response Time**" means the period between receipt of an error report or Support Request and BRYTER's first response.

"**Scheduled Maintenance**" means maintenance, servicing or update work on the Software that may lead to temporary unavailability. Scheduled Maintenance is performed according to the following schedule: for EU cloud hosting on Wednesdays between 10:00 p.m. and 5:00 a.m. (CET); for US cloud hosting on Thursdays between 1:00 a.m. and 4:00 a.m. (EST).

"**Scope**" means the limitations on the use of the Software set out in the respective Order.

"**Service Availability**" means the uptime of the Software at a standard operating time of 24 hours a day, 7 days a week, 365 (or 366) days a year, excluding Excluded Downtime.

"**Start Date**" means the commencement of the Subscription Term as set out in the respective Order.

"**Subscription Term**" means the total term of an Order, consisting of the Initial Term and any Renewal Terms, but excluding any Trial Period.

"**Support and Maintenance Services**" means the services described in the appendix of the same name to this MSA.

"**Support Request**" means a question or request submitted by Customer via the Ticketing System which is to be classified as less critical, in particular because Customer's operations are only slightly impaired, a workaround exists or Customer suggests a new or enhanced function. A request is only processed as a Support Request if it concerns the functionality of the Software.

"**Tenant**" means an isolated area within the Software with its own user management, access control, data storage and configuration.

"**Third-Party Services**" means software not produced by BRYTER that is either integrated into the Software or provided together with the Software.

"**Ticketing System**" means the channel designated in the respective Terms of Use for the relevant product for submitting error reports and Support Requests.

"**Trial Period**" means the period set out in an Order during which Customer may use the Software for testing purposes.

"**Usage Data**" means anonymized information collected by BRYTER in connection with the use of the Software by Customer and its End Users, including analytics data, statistical evaluations and insights derived therefrom.