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# BRYTER SOFTWARE REPORT

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# CONTENTS

## Contents

At A Glance	1
Principal Value Propositions	1
Targeted Users & Jurisdictions	1
Background / Primer	2
Technology – Architecture and Requirements	4
Core Use Cases	4
Features and Functions	9
Integrations	15
Bilingual Application / Support	16
Data Security and Certifications	16
Roadmap	16
Company Maturity / Key Personnel	16
Pricing	17
Testing / Trial Options	17



## At A Glance

Bryter is a no-code process automation tool. It is designed to streamline processes, automate document production, and create workflows. That is attractive for lawyers both in-house and in private practice who seek to reduce the burden resulting from repetitive tasks and also offers a chance to offer new ways of working with clients and colleagues. Bryter requires deliberate evaluation because the financial investment is considerable. It generally lends itself to larger organizations, who might have one or two use cases today but are thinking that they will have more use cases in the future, and to specialized organizations who have a particular use case at scale.

## Principal Value Propositions

- ✓ Efficiency in Billable Work
- ✓ Efficiency in Administrative Work
- ✓ Client Service
- ✓ Data Security
- ✓ New Revenue
- ✓ Employee Satisfaction

## Targeted Users & Jurisdictions

### Users

Private practice lawyers / law firms that deal with repetitive requests from clients for the same work where the case-specific considerations can be arranged in a decision-tree (more on that below > Background > Decision Tree)

In-house legal teams that get repetitive requests from their business colleagues

Legal tech companies that do not want to invest in building software from scratch

### Jurisdictions

Global – The Bryter platform is jurisdictionally agnostic as it simply provides the backbone for applications that can be designed for any legal system

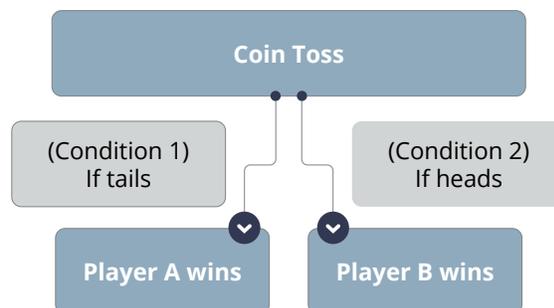


## Background / Primer

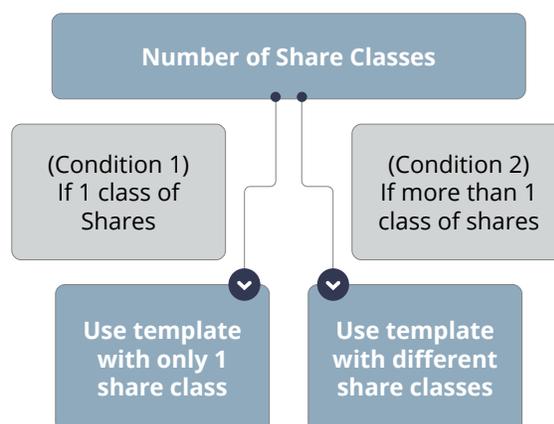
Before you jump into the review of the Bryter Platform it may be helpful to understand some of the terminology that this report will be using going forth. These are not comprehensive definitions by any means; they are more intended to help you get familiar with some concepts needed to understand software that addresses process automation etc. As such the concepts are not exclusive to Bryter.

### Decision Tree

A decision tree is like a flow chart that follows a set of rules and conditions that lead to various outcomes. In a Coin Toss scenario, if the user were to flip a coin and input the result, the following decision tree, which is based on the conditions present, would determine who wins.



Let's say we are building a tool for creating solid first drafts of shareholder agreements. At some point you will have to determine if the shareholders all own the same class of shares or if there are different classes. Naturally, this is important as the shareholder agreement needs to define different rights for different share classes. This is how the above scenario can be expressed by a decision tree:



It will likely be evident that Condition 2 above will invoke a lot more questions which will lead to further decisions and thus a branching out of the decision tree. The tree can and will become complex fairly quickly.



One last word on this: The options are not limited to “Condition 1” and “Condition 2”. Decision trees can – and quickly will – also contain more complex rules and conditions that allow the creator to sort and structure the flow of the overall process automation. More on that below.

### **Automated Workflow**

Automated workflows are a customized series of tasks based on one or several pre-defined triggers. For example, if there is a new client that is engaging your firm, you can create a series of tasks that sends out emails requesting identification documents, create a new matter in your conflicts check system, and prepares a welcome package that can be sent off once the conflicts check and identification documents requirement are completed.

### **Automated Document Production**

Existing data or data that is collected during an intake or interview process can be used to complete forms or, in combination with standard clauses collected in a clause bank, can generate custom documents. A simple example is an engagement letter for clients to sign. You upload a template of your firm’s retainer agreement and connect fields that need to be populated from user input and/or existing data that is stored in other software that your firm uses. If there are optional or alternative clauses, these are removed or added based on the inputs the user selects or that is specific to the type of file the retainer is being created for.

### **Process Automation**

Process automation can include managing and gathering data, automating repetitive tasks, and integrating data with other tools. Process automation is usually attained using a combination of workflow automation, decision trees, document production, and other tools. If you can break down how a complex legal problem needs to be solved into actionable steps, process automation will help you sequence those steps using technology to save you time, reduce error, and streamline your firm’s work for consistency.

### **No-Code Process Automation**

No-code process automation is process automation which utilizes an existing platform to create interactive processes or process-based applications. Actions and features are not programmed but selected or configured through a visual programming interface that the platform provides, usually using drag-and-drop functionality and a canvas-like drawing surface for the workflows.

This is where Bryter comes into the picture. Bryter is not a tool that is designed for a specific use case scenario, practice group, or jurisdiction. It is a platform that will allow users to manipulate its tools and features to achieve automated workflows, automated document production or full process automation. While the platform is developed for legal users, containing specific functions that lawyers will use like document generation, date/



deadline calculations, review and approval processes etc., it could also be used in other areas with similar task requirement like compliance, human resources, procurement, and most other forms of administration.

## Technology – Architecture and Requirements

Bryter is a cloud-based solution that is accessed through your internet browser and will run on most modern Macs and PCs. Bryter creates and deploys an environment for you to log into. If you are used to single sign-on (SSO) Bryter offers SAML 2.0. Bryter uses Amazon Web Services and Microsoft Azure. You can host your data at any location of these service providers. Dedicated Canadian hosting options are available. Customers have the choice of using a multi-tenant (shared) cloud server or a dedicated Bryter-managed private cloud server. The latter can offer greater customization and security options.

The user-facing technical requirements depend on the element of platform (more on these below under > Features & Functionality).

## Core Use Cases

The Bryter platform is a no-code process automation tool. It has the infrastructure needed to build out complex automations.

What “no-code” means at its core is that you do not need two or more people to go from idea to realization. Let’s back up: “traditional software” is code-based. To make changes you need to know code and be able to program lots and lots of lines of code. So, if someone – usually a “business side” person who engages with the software – wants or asks to make changes to the way the software operates, they have to clarify the changes in a way that a programmer can understand it. The latter then makes the changes and tells the business person to test and approve the changes. That requires at least two people and a lot of time. But since business person and programmer usually are from Mars and Saturn, it often requires at least three people as someone has to play interpreter between the two. If you have not experienced it yourself, you can no doubt at least imagine that this process is cumbersome for everyone, prone for mistakes and proceeds at glacial pace. Bryter claims – largely correctly – to do away with that: the business person can make the changes themselves. In reality there is still likely to be more than one person involved because the business person (in our case read this as: the lawyer) is very busy and delegates the actual making of changes to someone more “specialized” and familiar with the ins-and outs of Bryter. However, this person does not need to be a programmer from Saturn, but could be a paralegal or a resource in the organization’s technology group, knowledge management or innovation team. Yet a tech-interested and tech-capable (those two are not always the same!) lawyer can make the change themselves. By being “no-code” the making of changes – and thus improvements and expansions – becomes considerably more intuitive, much faster to implement and therefore is much more likely to lead to the successful adoption of the software.



So where can this software be used?

In Bryter-speak a use case is an “application”. The application consists of the decision trees which you create in the author workspace, the end-user interface through which the software runs, and the databases which interacts with the end-user interface to either provide data or be fed data. More on all this below.

In theory an application can be built for anything that you can turn into software. And since “software is going to eat the world”, at least according to some who are in software themselves, it means: everywhere. That is a tough starting point for this report which aims to be below a hundred pages. Hence, the following focuses on a few examples and highlights some broader implications, but it is by no means comprehensive in either case.

Bryter offers those lawyers who consistently deal with requests for the same type of legal work, a solution to build automation tools without needing to write a single line of code. Depending on the complexity of the legal request, you can build solutions that work as self-serve tools for simpler requests and offer hybrid solutions for more complex requests where the tool can automate parts of the solution while a lawyer can make any case-specific customizations. Bryter allows you to build and deploy automation tools that will make your routine legal processes more efficient while freeing up your people’s precious time to focus complex legal problems.

In-house teams might focus on building and deploying self-serve options for simpler tasks, which do not require case-by-case consideration, such as Non-Disclosure Agreements (NDA), Employment Agreements, Contractor Agreements, etc. This reduces workload to the lawyers since their colleagues on the business side can just use the tools and “get the answer”.

Law firms can address similarly mundane and repetitive tasks, including those that are part of much more complex matters/assignments. Additionally, they can use Bryter to develop new ways to monetize their legal-know-how.

One thing cannot be overstated: adopting automation technology successfully and profitably requires you to think about how you value (and charge) for your brain power. Your value is not just in the number of hours spent by you or your colleague, but also in the legal-know-how that you have developed over the years in your area of expertise that is brought into focus with automated workflows. Bryter has lowered the technological barriers to implementing automation for lawyers and legal teams by creating an intuitive point-and-click no-code platform. However, ultimately it is going to come down your organization’s ability to leverage this new technology to serve your clients or colleagues.

### **Scenario 1: Contract Generator (Shareholder Agreement)**

Many law firms and legal departments have a primary focus on producing, reviewing and approving a significant number of contracts - from the simplest to the most complex. Bryter wants to be – and can be – a solution for handling a broad range of that spectrum by allowing users to generate contracts on their own. For simpler agreements this is defi-



nately true. For lengthier and more complex contracts, e.g. ones that involve an extensive clause library or many layers of decisions, Bryter is helpful, but obviously automation becomes complex, too. The end users (those who benefit from an application) could be the lawyers themselves (in the law firm / legal department) or clients (of a law firms) or business colleagues (of the legal departments). The solution you design can also be a hybrid model, being used both by lawyers and clients/colleagues with the latter starting off the process and then handing it over to the former to finish it off.

Let's use a fairly simple Shareholder Agreement (SHA) which a law firm may be asked to produce whenever its entrepreneurial and smaller business clients ask them to form a new entity. When drafting a SHA, you start with inputs from your client such as the name of the entity, number of shareholders and their respective ownership stake etc. Then, of course, there could be more complex arrangements that only apply in certain cases but are frequent enough that - as a lawyer - you would have a discussion with your client about.

Rather than starting from scratch in a first consultation, you can ask the client to enter the information via a Bryter application. You can use input nodes in combination with decision trees to gather the information required. The answer to a previous question can change what appears next. For example, if you ask the user how many shareholders the corporation has, you can create the next input page to have fields to accept the names and addresses for the number of shareholders inputted by the user.

The key here - and in all application building - is to acknowledge the tension between detail and repeatability. For the application to be meaningful, you want some depth. You can always go deeper and that will make the application more useful. But then the question is whether you are designing an application for a single incident which may not even occur (such as a client requiring a very special accommodation of different shareholder classes). There is no hard and fast rule to decide when "enough is enough" but maybe this can be a helpful guide: The end user who is exposed to the application for the first time should conclude that this application "has been given quite some thought" and be impressed by its existence. In other words: unless the end user perceives value in the application, you have not gone deep enough.

Once you have all the required information, you can build decisions trees that will process the inputs and determine which clauses should be added or deleted from your document. For example, if one of your input questions was "Should any director have to provide a personal guarantee?", if the user selects 'no', you set up the application so that an otherwise relevant clause is removed or be substituted with a clause that states that the director does need to provide a personal guarantee.

Once the user completes the decision tree by answering questions and selecting options, the SHA is generated in PDF or MS Word format. In a hybrid set-up the generated document is now ready to be reviewed by a lawyer who makes final modifications. Hybrid approaches may be a good fail-safe for law firms who worry about liability in case of improper legal advice. But as firms get better at deploying Bryter, they may explore more self-serve options for clients which only involve the lawyer for review at the request of the



client (rather than as a necessary step of the process).

So where do the clauses for the SHA come from? The short answer is: from a database which you create in and access via the data view. To get to a satisfactory result, each clause for one or several SHA must be assigned to certain conditions that are triggered by the input from the end user. Whether a clause appears (and where it appears) is driven either directly by that input or by more complex conditions that the author sets up in the background. It may be that whole sections are different in a particular shareholder set-up (such as multiple shareholders versus a single shareholder). The key is to modularize the output and connect it to the necessary decisions that need to be made for a particular output to occur.

Over time, you will of course change some of the standard clauses. That editing is done in the data view. As soon as it is “published” (meaning it is live), any future requests to generate an SHA will be based on the updated versions. No risk of someone pulling an outdated SHA from a few years ago. However, let’s be clear: this requires discipline on the part of the legal team handling the application. Knowledge management has largely failed to live up to claims and expectations for a reason in law firms and legal departments alike: unless it is perceived to be important and its outcome influences the pay of both the people charged with doing it and those necessary for doing it right (they are not always the same), it will not get done.

### **Scenario 2: Legal Requests Intake Tool**

A popular application for in-house legal teams is a way to streamline the way they get legal requests. A team maybe dealing with requests for a huge variety of legal advice and support, and they are coming in by email, phone, teams chat, (fax? just kidding!). You can build an intake tool that not only brings all the requests to one place, but with the help of decisions trees those requests are sorted by priority, department, type of legal request, and assign them to right person on your team. It’s a triaging approach which is of course not new. Several legal departments have embarked on this in the past and present. And they are all using some sort of technology underneath it. Bryter is just a different technology. What is fair to acknowledge here though, is that Bryter probably stands head and shoulders above any other software to build out the intake process more quickly, to adapt it and – over time to expand it.

Say, you start with a tool that asks business colleagues to make a request via a Bryter application. You are asking basic questions and the request is then assigned to someone in the legal team. Again, remember what was mentioned above: unless the end user perceives value in the application, you have not gone deep enough. This is a delicate task when you want to “ween off” colleagues from just calling or emailing you. It must be simpler, faster, better for the end user. And that requires quite a bit of design.

Pretty quickly, you realize that some requests should not go to a legal team member but should be self-serve. One popular example are non-disclosure agreements (NDA) which are requested by business people across any organization and seem to suck so much



energy and productivity from the legal department. This should be handled in a contract generator (see > Use Cases > Scenario 1 above). Over time, your legal team may decide to change the clauses for standard NDA from your organization and you make a few tweaks. The same can be said for a variety of other contracts or agreements that the legal department is asked to produce repeatedly.

Bryter provides templates for this kind of application and that is very helpful to jumpstart the design process. If, after a while of running (or piloting) the intake process, you want to get a real-time overview, you can ask Bryter to add a dashboard for number and types of requests pending, time to completion, who has been assigned how many requests etc.

### **Scenario 3: Make Money While You Sleep**

As you may have realized by now, Bryter is versatile and powerful. But its effective use depends on the design and the designer. And that is you (individually or collectively in your team or organization). When you get good at design, the sky is the limit. And that sky includes selling your know-how in ways other than through service, usually billed by 1/10th of an hour. As the headline suggests, this is about the law firm world and how to monetize your efforts without working harder.

Hence, we are talking revenue generation from repetitive tasks which clients are willing to pay you adequate sums for. As you have also no doubt realized, operating Bryter is not a tiny investment of time (and money, if you employ the people who spend their time on it). This means that profitability is not as easily calculated as you may be used to from the billable hour.

There are only three ways to generate profitable revenue from repetitive tasks where the solution incurs considerable expenses: have a large base of buyers/clients, charge a high fee for it, or do a combination of the two (which means you can lower both). The issue is that law firms generally lack the ability to sell to a large client base. So high fee is the way to go. And thus, this is likely a use case limited to larger law firms who have clients that are interested in an application at a high fee.

That said, it must be emphasized that the true magic of Bryter when employed to “make money while you sleep” is in the large client base approach with a small fee. The relevant application is easier to build and maintain; there are no customization requests compared to the situations where clients pay high fees, and there is no dependency on one or two clients’ mood swings when assessing the success of the application. Alas, it is not how law firms think and operate.

Despite this narrowing, the applications that could qualify for this approach are still quite varied. One common thread is that they are focused on either frequent or high-value incidents that clients experience. Early adopter examples of such incidents are data breaches, employment vs independent contractor relationships, interactions subject to anti-money laundering or documenting recurring financial transactions such as derivatives, swaps, etc.



Let's take data breaches as an example here. A law firm has expertise in this area and a large enough client base that faces this thread. If a breach occurs at a client, the matter is immediately high urgency and importance. A law firm is called. They do a fairly standard assessment of the situation and research the resulting obligations. All this, if done diligently and designed well, can be put into a decision tree. So instead of calling the firm, the firm can offer clients an application on Bryter where the client can do the assessment themselves and see the resulting recommendations in an automatically generated report. Instead of the firm working on this for several days (with associated pulling all-nighters), the firm just receives a copy of the report that the client generated with its Bryter application. And there is plenty of follow-on work to do for the firm's lawyers after the report; that's the higher value stuff.

You can charge for that in various ways. A subscription fee for annual use. Or a per-incident fee. Or a combination. Or you just throw it in at no charge because the client drops a bag load of money in your bank account anyway. In any case, if the firm charged for the individualized assessment considerable fees (say \$15,000), the per-incident would come at a fraction of that. Why? Because your marginal cost of the application being used a second time is zero. That's software for you.

And this brings the use cases of Bryter back to the beginning. You will want to think through your business model for the work that you embed into a Bryter application. That is as much about educating yourself and your colleagues as it is about familiarizing your clients. After all, they just do not expect you to approach them with that kind of proposition. Go slowly but go. Invest deliberately but invest. It is worth it!

## Features and Functions

### Author Workspace

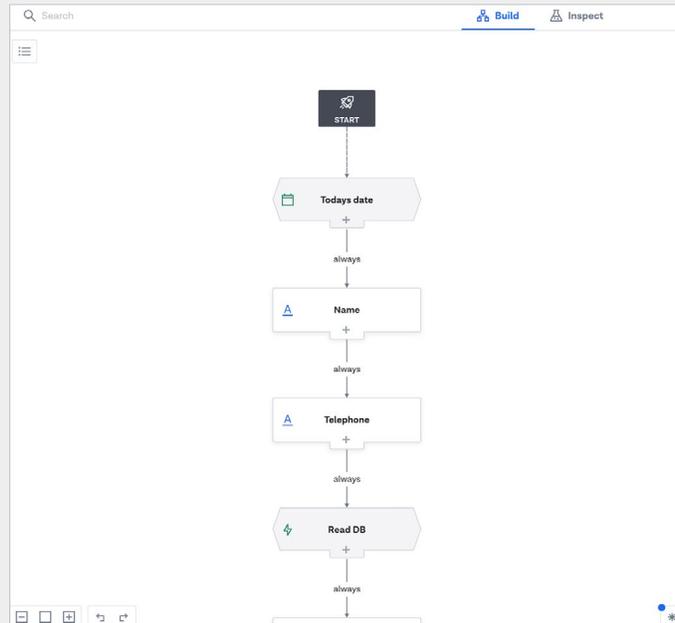
The author workspace is really the heart of Bryter. You will be working in this area if you are the one in your organization who builds the automated processes. In larger organization this will likely be a dedicated person or even team, with skills and qualifications for this purpose. In smaller organization it could be a tech-savvy paralegal, lawyer, or legal assistant.

It is probably worth mentioning here: Bryter differentiates between "applications" and "modules". One application can contain one or several modules. An application is really a use case. And within the use case there may be several different kinds of workflows or automations; each one of them is a module. For example, one module could be the client / colleague inputting data on a particular issue. Another module in the same application would be the lawyer, when reviewing the data inputted, initiating one or several more workflows such as generating documents. If there is only one module in an application, the two are the same.

In the author workspace you create complex decision trees and design all process au-



tomations and workflows. For users that have built an online form using a tool such as Google Forms, this is like the “wizard” that prompts you to create questions and input options for those questions. The major difference is that there are no wizards which are in the end limiting in terms of outputs. Instead, you can create ‘forms’ that are much more customized.



The author workspace can really only be used from a computer with one of these browsers: Google Chrome, Firefox and MS Edge. You should also have a big screen because the more complex your decision trees get, the more you want to be able to see without having to scroll up, down or sideways.

While you can access the author workspace from a mobile device and even see the applications and modules and the decision trees, you cannot practically use the tool in a meaningful way. Maybe in an emergency where you want to change just one node last minute, but that just calls for follow-on errors and trouble. So don't do it.

The author workspace uses a top-to-bottom flow with new nodes being created beneath the node you are on. If you have multiple nodes on the same level, you can use conditions or if-statements to select the node you want the application to go to next. Slowly, but surely your decision tree grows larger towards the bottom (and the sides, if you have lots of variations). One could say, that you are not building a tree above ground, but rather the root system. Mind you, that is just a graphical consequence of the top to bottom approach.

### **Point-and-Click Interface**

What makes Bryter appealing to lawyers is the ability to design complex workflows and process automation sequences without writing code. The software accomplishes this by



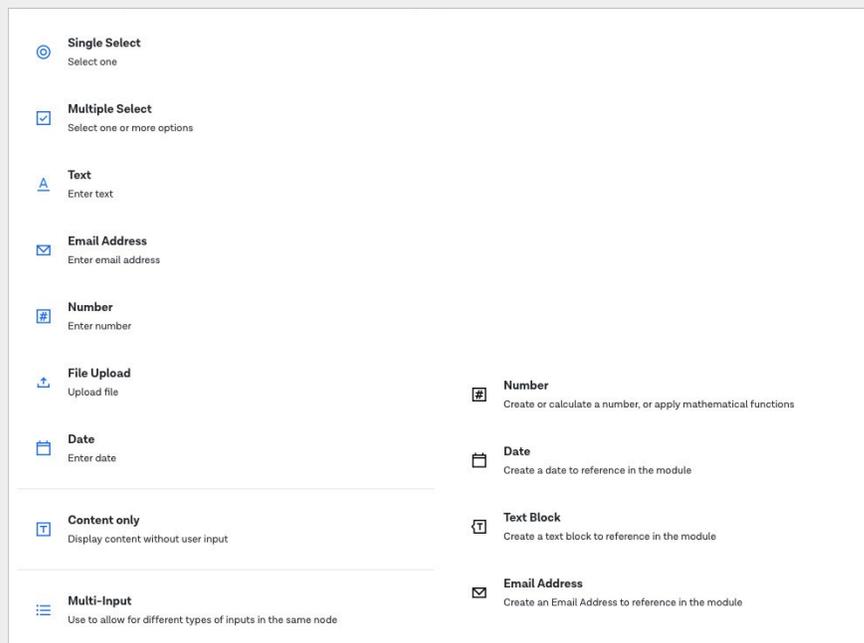
giving users a visual logic builder within the author workspace which asks the user to add and manipulate nodes. Logic conditions and rules are programmed the same way.

Nodes do all kinds of things from asking users for inputs, completing calculations in the background, saving entries to a database, displaying results and content, creating PDFs, and sending out emails. Bryter breaks down the options you have with each node into 5 categories, namely New Input, New Value, New Action, New Transition and New Result. They are worth highlighting here in more detail.

## New Input and New Value

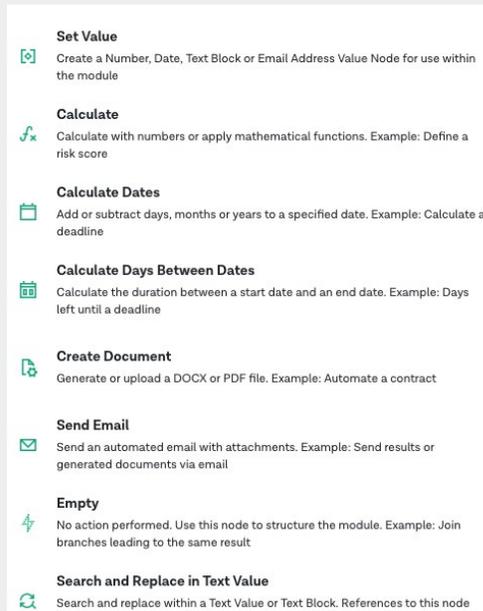
The new input node allows you to collect information that you need from the end user. It's simple. You have a plethora of options, and you can select multi-input mode to collect multiple inputs at the same time. There are various input fields you can create including single select radio buttons, email, number, date etc.

The new value node allows you to create a value, in multiple formats, that you can reference back in the application. An example would be the date the user is interacting with your application.



## New Action

The new action node is where the magic happens. There are many functions that can be triggered using this node, especially Calculate, Calculate Dates, Create Document, and Send Email. There is also an option to create an empty node. Empty nodes can be used to organize complex decision trees and bringing two separate branches of your decision tree together.



The calculate function allows mathematical functions to be performed. You can see the full list of supported calculations in Bryter's help are:

<https://help.bryter.io/hc/en-us/articles/360002698737-Calculation>

In terms of the document creation, there are two options currently for file format Word Documents and PDFs.

### **New Transition**

This feature allows you to connect a node to another node that does not appear in sequential order. Essentially if you have a workflow that requires you to jump to another leg of your decision tree or, based on a condition which is selected by the end user, you need a function completed that is already defined somewhere else in your decision tree, the new transition node allows you to do so by connecting the parts of your application.

### **New Result**

Every branch of your decision tree needs to end with a result. Otherwise, the user will be prompted to continue to a new input or action that is not available. In results, you are free to display any content or send the users to a confirmation page.

### **Inspect Mode**

The inspect mode is available in the author workspace. It allows you to follow the decision tree that you have built while you can see what the user would see, as well as identify



any issues. This function is useful for quick testing, and you can adjust your view/mode by switching back to the editor in the author workspace. One somewhat inconvenient feature is that the inspect mode requires you to go through the entire decision tree to get to the node that you want to test.

## End-User Interface

The end-user interface can also be called the frontend. It is what users see and interact with. You will be using that interface if you are the lawyer accessing an application that is built for producing standardized documents. Or you are an employee of an organization that has built a self-help legal tool. Or you could be a client of a law firm who has built you a custom legal interface. The inputs that you design in the Author Workspace appear in the end-user interface. As an author of an application, you decide what to ask for and you decide how this appears to the end user.

**Contracting Party**

Please select the legal entity and relationship applicable to the other party.

The other party is:

- an individual or sole trader
- a sole trader using a trading name
- a partnership or LLP
- a company

Please select the type of relationship we have with the other party.

- Customer
- Supplier
- Consultant
- Partnership
- Employment and HR

Next →

---

**MUTUAL NON-DISCLOSURE AGREEMENT**

This Agreement is made as on the date of last signature below.

**Between**

- Micha files trading as **BRYTER GmbH, of Ullanderstr. 175, 10719 Berlin**; and
- Contracting party details** (each a Party and together the Parties).

**Meanings**

1. These words and phrases have defined meanings:

<b>Agreement</b>	this confidentiality agreement and any amendments from time to time;
<b>Confidential Information</b>	<b>confidential information</b>
<b>Disclosing Party</b>	either Party to this Agreement when disclosing Confidential Information to the other Party;
<b>Effective Date</b>	<b>effective date</b> ;
<b>Intellectual Property Rights</b>	all trade and service marks, registered and unregistered design rights, all design right applications, patents, copyrights, database rights and rights to know how, confidential information and inventions and other intellectual property rights of a similar or corresponding character wherever and however arising and all renewals and extensions of such rights which may now or in the future subsist;
<b>Permitted Purposes</b>	<b>permitted purpose</b> ;
<b>Receiving Party</b>	either Party to this Agreement when receiving confidential information from the other Party;
<b>Working Day</b>	any day other than a Saturday, Sunday or bank holiday in England and Wales.

As we all know by now from 20 years of living online: user experience (UX) is key to the success and adoption of a tool / app. It requires skills to put together a good UX. One significant skill is the ability to put yourself in the shoes of the user who, by the way, does not think like you, does not share the same experiences, and does not have the same level of knowledge or experience.

Beware: Customization of the end-user interface is limited to logo, colour, and font. This is quite limited but not surprising considering that the interface is expected to run on any device. Hence, the quality of the UX is determined by the wording used and the order of the questions / inputs. This is where it matters.

A nice feature in Bryter is that the end-user interface can be connected with or integrated into existing software and websites. This allows for “white labelling” i.e. developing a solution for someone else who presents that solution as their own to the end user. Organi-



zations who want to embed applications in client portals, websites, or the organization's own intranet can do so in an HTML iframe. That's all pretty easy from the Bryter end.

For companies or law firms with enterprise-grade requirements, the applications can also be published behind 3rd party login pages or with SSO requirements. This allows a law firm, for example, to publish an application that is used by their clients within the clients' software landscape and be included in the clients' SSO framework for easier access. This step, however, is more involved and requires collaboration with Bryter (as part of a negotiated package).

## Data View

The data view in Bryter is where you create and review your databases. Generally, you have access to the data view if you are the creator of an application or if access is given to you, for example if you are part of the legal team intricately involved with the maintenance of the application or if you are a stakeholder who needs the data for decision making. Since it is most common in business settings to present the data in a slide deck or similar graphic fashion in a report, most stakeholders do not need access to the data view. The deck or report is prepared by those closest to the workflow/automation.

What's the data view about? It allows users to build and access databases. They can be almost anything, but most commonly databases are used as the repository for the results of the forms your end-users complete. They also contain information that the author/creator added if it is needed as part of the process automation, such as data for calculations. A simple example are the percentages of discounts offered for preferred customers/clients. A more complex example is the clause library for documentation automation. The databases can be of course store any other information that is related (and relevant) to the proper exercise of the applications (and their modules) or that is produced as a result of the use of the application. Finally, Bryter provides a good number of common lists which can be used when building an application, e.g. a list of countries that can be used as single-select drop-down menu in the end-user interface.

Clause Library						
Clause	Original	Less than ideal	Less preferable	Least pref.	Action	
definition_of_confidential_information	"Confidential Information" shall mean all information, whether disclosed before or after the Effective Date, that is disclosed in written, oral, electronic, visual or other form by either party (each, as a "Disclosing Party") to the other party (each, as a "Receiving Party") and either (i) marked or designated as "confidential" at the time of disclosure or (ii) otherwise clearly indicated to be confidential at the time of disclosure.	"Confidential Information" shall mean all information, whether disclosed before or after the Effective Date, that is disclosed in written, oral, electronic, visual or other form by either party (each, as a "Disclosing Party") to the other party (each, as a "Receiving Party") and either (i) marked as "confidential" at the time of disclosure or (ii) otherwise clearly indicated to be confidential at the time of disclosure.	"Confidential Information" shall mean all information, whether disclosed before or after the Effective Date, that is disclosed in written, oral, electronic, visual or other form by either party (each, as a "Disclosing Party") to the other party (each, as a "Receiving Party") and either (i) marked or designated as "confidential" at the time of disclosure.	"Confidential Information" shall mean all information, whether disclosed before or after the Effective Date, that is disclosed in written, oral, electronic, visual or other form by either party (each, as a "Disclosing Party") to the other party (each, as a "Receiving Party") and either (i) marked or designated as "confidential" at the time of disclosure.	"Confidential after the Effective Date" form by either party (each, as a "Receiving Party") and either (i) marked or designated as "confidential" at the time of disclosure.	Change
ownership	All Confidential Information and any Derivatives thereof, unless otherwise specified in writing remains the property of the Disclosing Party.	All Confidential Information and any Derivatives thereof, unless otherwise specified in writing or recorded audio remain the property of the Disclosing Party.	All Confidential Information, unless otherwise specified in writing remains the property of the Disclosing Party.	All Confidential Information, unless otherwise specified in writing remains the property of the Disclosing Party.	All Confidential Information remains the property of the Disclosing Party.	Change
exclusions	Confidential Information shall not include Confidential Information that from and after the date of disclosure: (i) is or becomes a matter of public knowledge through no fault of Receiving Party; or (ii) was rightfully in Receiving Party's possession prior to receipt from Disclosing Party free of any obligation of confidence; or (iii) was rightfully disclosed to the Receiving Party by another person without restriction as to use or disclosure; or (iv) is independently developed by Receiving Party without use of or reference to Disclosing Party's Confidential Information.	Confidential Information shall not include Confidential Information that from and after the date of disclosure: (i) is or becomes a matter of public knowledge through no fault of Receiving Party; or (ii) was rightfully in Receiving Party's possession prior to receipt from Disclosing Party free of any obligation of confidence; or (iii) was rightfully disclosed to the Receiving Party by another person without restriction as to use or disclosure; or (iv) is independently developed by Receiving Party without use of or reference to Disclosing Party's Confidential Information; or (v) the right to disclose the Confidential Information properly obtained by the Receiving Party.	Confidential Information shall not include Confidential Information that from and after the date of disclosure: (i) is or becomes a matter of public knowledge through no fault of Receiving Party; or (ii) was rightfully in Receiving Party's possession prior to receipt from Disclosing Party free of any obligation of confidence; or (iii) was rightfully disclosed to the Receiving Party by another person without restriction as to use or disclosure; or (iv) is independently developed by Receiving Party without use of or reference to Disclosing Party's Confidential Information; or (v) where right to disclose the Confidential Information was properly obtained by the Receiving Party or (vi) is or becomes a matter of knowledge of Receiving Party's employees and to the employees of Receiving Party's respective parent, subsidiaries and affiliated entities or authorized representatives through no fault of the Receiving Party.	Confidential Information shall not include Confidential Information that from and after the date of disclosure: (i) is or becomes a matter of public knowledge through no fault of Receiving Party; or (ii) was rightfully in Receiving Party's possession prior to receipt from Disclosing Party free of any obligation of confidence; or (iii) was rightfully disclosed to the Receiving Party by another person without restriction as to use or disclosure; or (iv) is independently developed by Receiving Party without use of or reference to Disclosing Party's Confidential Information; or (v) where right to disclose the Confidential Information was properly obtained by the Receiving Party or (vi) is or becomes a matter of knowledge of Receiving Party's employees and to the employees of Receiving Party's respective parent, subsidiaries and affiliated entities or authorized representatives through no fault of the Receiving Party.	Confidential after the date of disclosure: (i) is or becomes a matter of public knowledge through no fault of Receiving Party; or (ii) was rightfully in Receiving Party's possession prior to receipt from Disclosing Party free of any obligation of confidence; or (iii) was rightfully disclosed to the Receiving Party by another person without restriction as to use or disclosure; or (iv) is independently developed by Receiving Party or (v) where right to disclose the Confidential Information was properly obtained by the Receiving Party or (vi) is or becomes a matter of knowledge of Receiving Party's employees and to the employees of Receiving Party's respective parent, subsidiaries and affiliated entities or authorized representatives through no fault of the Receiving Party.	Change
confidentiality_obligation	Receiving Party agrees to protect the Confidential Information by using the same degree of care as Receiving Party uses to protect its own confidential or proprietary information (but not less than a reasonable degree of care): (i) to prevent the unauthorized use, dissemination or publication of the Confidential Information (ii) not to divulge Confidential Information to any third party; (iii) not to make any use of such Confidential Information except for the Business Purpose; and (iv) not to copy except as reasonably required in direct support of the Business Purpose. Any copies made will include appropriate marking identifying same as constituting or containing Confidential Information of Disclosing Party, and (v) not to reverse engineer any such Confidential Information. Receiving Party shall limit the use of and access to Disclosing Party's Confidential Information to Receiving Party's employees and to the employees of Receiving Party's respective parent, subsidiaries and affiliated entities or authorized representatives who have: (i) a need to know and have been notified that such information is Confidential Information to be used solely for the Business Purpose; and (ii) entered into binding confidentiality obligations on less protective of Disclosing Party than those contained in this Agreement. Receiving Party may disclose Confidential Information pursuant to any statutory or regulatory authority or court order, provided Disclosing Party is given prompt prior written notice of such requirement and the scope of such disclosure is limited to the extent possible.	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equitable_relief	Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there may be no adequate remedy at law for any breach of this Agreement. Upon any such breach, Disclosing Party shall be entitled to seek appropriate equitable relief, including but not limited to	Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there may be no adequate remedy at law for any breach of this Agreement. Upon any such breach, Disclosing Party shall be entitled to seek appropriate equitable relief, including but not limited to	Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there may be no adequate remedy at law for any breach of this Agreement. Upon any such breach, Disclosing Party shall be entitled to seek appropriate equitable relief, including but not limited to	Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there may be no adequate remedy at law for any breach of this Agreement. Upon any such breach, Disclosing Party shall be entitled to seek appropriate equitable relief, including but not limited to	Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there may be no adequate remedy at law for any breach of this Agreement. Upon any such breach, Disclosing Party shall be entitled to seek appropriate equitable relief, including but not limited to	Change



Custom dashboards in the data view are available through Bryter. However, you cannot build your own dashboard. Bryter must do this for you. Good news: this is only relevant for high frequency use cases. Also, if you want to connect external databases, such as your own Excel files etc., Bryter needs to do this for you. This is good news for non-coders, but since it is more relevant to sophisticated users building complex workflows, this situation might give rise to data privacy and security concerns which need to be discussed and examined with Bryter in detail.

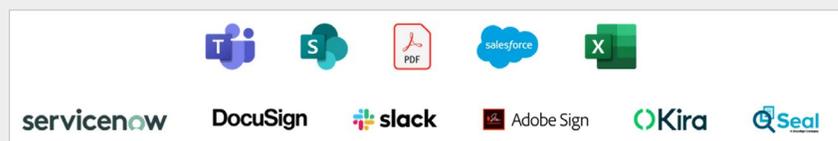
## Templates

Rather than starting with a white canvass, you can also start with templates and pre-configured applications that Bryter makes available for some of the more typical use cases, including contract generators and specific intake tools. They say that they also make more templates available upon request, if you require something that is not already in the library. While most organizations will quickly create custom applications from scratch, templates are a good orientation and can help towards an accelerated start. And that can so often be key to usage and adoption.

The screenshot displays the Bryter 'Templates' interface. At the top, there is a navigation bar with 'BRYTER' and 'Templates' highlighted. Below the navigation, a 'WELCOME' message from 'BRYTER Templates' is shown on the right. The main content area lists several templates, each with a title, a brief description, and a 'Use template' button. The templates include: 'BRYTER Academy | Engineer Certification - Lvl 1', 'Dawn Raid App', 'ESG Investment Check', 'Flight Delay Compensation Advisor', 'HR Policy Advisor', 'Legal Intake Management Tool', and 'NDA Generator'.

## Integrations

Bryter's integration possibilities are extensive. You can integrate your application with software such as DocuSign, Teams, SharePoint, etc. For a full list of current major integration see the below. Bryter's API allows you to also build custom integrations (in-house or through a 3rd party). Noteworthy is that you need to discuss integrations with Bryter as part of your subscription plan and integrations may incur additional costs.





## Bilingual Application / Support

The author workspace is designed in English only. The end-user interface, which is set to English by default, can be customized to display the individual texts and input options in different languages using language packages. Different date and number formats can be set depending on the required formatting in the desired region. Technical support is available in English and French.

## Data Security and Certifications

Like most aggressively growing start-ups aimed at law firms and legal departments, Bryter states that it continues to innovate to bring you best-in-class security and that it leads with a security-first mindset. Bryter follows procedures on an organizational and technical level that are trusted by banks, corporations, and law firms. Bryter is a GDPR compliant company and hosts data on ISO 27001 certified providers in various locations (EU, US, Canada). Bryter, as an organization, is also ISO certified. Bryter conducts routine data audits, penetration tests, and information security assessments to maintain and even further improve its data security standards.

If you are a small firm, you will likely be satisfied with Bryter's security posture and can implement it right away. If you are a larger firm, you will need to do some testing / working with the Bryter team on making it work for your own security posture.

## Roadmap

Bryter is working to enhance its document generation tool to include more formatting options and logic layers for complex forms and documents. Bryter is also working on more integrations to meet the growing demand, especially from users that are not as much "in the mainstream" of large law firms and legal departments.

One can expect Bryter to continue to develop and expand vigorously. Their competition is not sleeping and there is much to do to make the tool ever more versatile.

## Company Maturity / Key Personnel

Having raised 66 million USD in its Series B fundraising round in early 2021, Bryter is a well-funded multidisciplinary tech company that will continue to rapidly grow. Bryter is determined to be more than a legal technology company even though the legal landscape is its origin.

Bryter was founded in Germany in 2018 by Michael Grupp, Micha-Manuel Bues, and Michael Hübl. While it's a relatively young company, it has taken off like few others in the legal space. Michael Grupp and Micha-Manuel Bues both were practising lawyers at large firms in earlier phases of their careers.



It will be important to watch (and anticipate) where Bryter's development focus will lie in the future. The expansion beyond the legal space can be detrimental, beneficial or neutral for legal buyers of their software. This will largely depend on whether the legal vertical will still be considered key to future growth and success of the company as the investors look to exit in the coming years.

## Pricing

Generally, pricing falls into three tiers (basically small, medium and enterprise). Beyond that (and within each tier), the subscription fee is set on an individual basis and usually set for at least one year with annual renewal options.

A negotiated subscription fee is usually a combination of number of applications and number of author licenses required. Additional and individual fees apply to custom integrations, large-scale projects, virtual private cloud environments and other custom features. Since Bryter does a lot out of the box, it is limited by nature to how much customization you need or can do. If you need some advanced features and customizations, you will need the Bryter team's assistance and the price of that is negotiated as part of your plan (or afterwards if you change your mind).

As a ballpark the minimum spend is USD \$10,000 per year. So, it is obviously a sizable investment that should only be considered when the savings (efficiency) and/or potential revenue generated from its deployment are a multiple of such amounts. Let's not forget that to run Bryter productively you will dedicate staff to the creation, maintenance and evolution of applications as well as to the training of end users.

## Testing / Trial Options

Bryter is currently available as a free trial as well as through individual demos. You can sign up for a full two week trial here: <https://bryter.com/free-trial>

If you request an individual demo, a member of their team will reach out to you and provide you with access to what Bryter calls a "Demo Cockpit," which has some sample use cases that you can browse through.

Early on in the exploration, you will have an ideation session with a Bryter team member to discuss your intended use case. This step is particularly helpful for those new to the concept of using document automation (especially in the legal space). Having someone to iterate your ideas and show you possibilities and alternatives will reduce the uncertainty and can provide reasonable guidance on whether the product is "worth it" or not. And while Bryter ultimately is rewarded only if their users are successful and happy, remember that you are still talking to vendor.

After this (and assuming you find enough grounds to proceed) you are given access to the actual Bryter platform, and access to a customer success contact. This is a very useful



aid in the process of evaluation. However, the onus is still on you of course. Realistically, you should be in a position to evaluate the software in less than 2 weeks. That said, it will not surprise that many organizations take multiples of this to reach any conclusion (and that is then mostly an ambivalent one). The commercial viability of any use case(s) including the costs of purchasing and running Bryter may, of course, take a lot longer.

During the trial phase, the emphasis for any organization considering the Bryter platform should be on building a fairly simple application. Involve those who are keen to deploy something that could be built on Bryter, but do not stop there. Also involve critics from within your team to ensure that there is no echo-chamber effect. If you are bold, also include a client or two (or a business colleague or two) for real input especially from the end user side. They would not be interested in the details of the creation but can provide good feedback on the use case and the user interface.

Don't be shy. Start a demo with Bryter if you have curiosity regarding workflow automation and think that there may be a use case (which is big enough to justify the time and expense). You do not need well rounded and detailed concept of what you are after. Considering that you have read this far in the report, a demo is probably worth pursuing. In your initial conversation with Bryter you can explore, identify, and generate ideas on what you may want to automate at your organization.

### **About the Author: Friedrich Blase**

The OBA's Innovator in Residence for 2020-2021, Friedrich Blase is an entrepreneur, business builder and legal industry leader, with expertise in improving the competitiveness and financial performance of legal service providers. Over the past 25 years, he has consulted to and worked for law firms, legal departments and alternative legal service providers in 18 countries on 4 continents.

Today, he mostly mentors legal tech founders and invests in legal service providers. Occasionally, he works with law firms and legal departments when they have an interesting problem to solve and, as he puts it, "are a nice bunch of people".

Friedrich would like to thank Geevith Rubakumar for his extensive contributions to the review and analysis of the Bryter application and the drafting of this report.



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