OpenAI

ZERO DATA RETENTION AMENDMENT

This Zero Data Retention Amendment (this "**Amendment**"), dated as of the last date set forth below (the "**Amendment Effective Date**"), is by and between OpenAI, L.L.C. ("OpenAI"), and Briefcase Tech Ltd ("**Customer**") and supplements the OpenAI Business Terms agreed to by Customer(the "**Agreement**"). Capitalized terms not defined in this Amendment shall have the meanings ascribed to them in the Agreement.

1. OpenAI Obligations. OpenAI will implement "**Zero Data Retention**" for all Approved Use Cases of Customer for endpoints eligible for Zero Data Retention, as specified at https://platform.openai.com/docs/guides/your-data. Zero Data Retention means that Customer Content (a) will not be logged for human review and (b) will not be saved to disk or retained. Notwithstanding the foregoing, OpenAI may perform automated screening of the Customer Content for safety purposes (the "**Safety Classifiers**"), which shall consist solely of metadata (including classifier types, dates, counts and confidence scores) and shall not include any Customer Content (including summarizations of Customer Content) or any portion thereof. OpenAI may retain Safety Classifiers. Zero Data Retention will only be active once Customer's account indicates that Zero Data Retention is activated for the relevant Org ID.

2. Customer Obligations. Customer must only use Zero Data Retention for Approved Use Cases, and each use case of Customer must be submitted separately for review and approval. If an Approved Use Case changes in scope, including with respect to its intended authorized users, task being performed, or Customer's monitoring or control of such use case, then Customer must inform OpenAI and submit the updated use case for review and approval. Customer is responsible for ensuring all Zero Data Retention traffic is directed to Org IDs (as specified in Customer's account) that (i) have been approved for Zero Data Retention and (ii) state, in Customer's account, that Zero Data Retention has been activated.

3. Platform Abuse. In the event the Safety Classifiers indicate persistent or material violations of law or OpenAI Policies, or OpenAI reasonably suspects that Customer is in violation of the Terms or this Amendment, OpenAI may suspend or revoke approval for Zero Data Retention upon notice to Customer, suspend Customer's access to the Services, or take other action in its sole discretion.

4. Approvals and Implementation. "**Approved Use Cases**" means all use cases that are listed in 4.1 below (which list may be updated from time to time by written agreement of both parties). "**High Risk Use Cases**" include all uses not expressly set forth as a Low Risk Use Cases in 4.2 below. OpenAI may approve or deny High Risk Use Cases in its sole discretion. If OpenAI approves a High Risk Use Case, Customer agrees to cooperate in good faith with OpenAI's Trust & Safety team to reduce the risks related to such use cases.

   4.1. "**Approved Use Cases**" includes the following exhaustive list:
   - All Low Risk Use Cases

   4.2. "**Low Risk Use Cases**" includes the following exhaustive list:
   - Internal Use: Any use of the Services for Customer's internal operational purposes or internal development purposes, provided that such functionality shall only be made available to Customer's personnel and contractors who are authorized by Customer to have access to Customer's systems.

- Summarization: Use of the Services for summarization from trusted source documents such as internal company documentation, but not as an open-ended summarizer without reference to trusted source documents. Examples include summarization of call center transcripts, technical reports, and product reviews.
- Reasoning over structured and unstructured data: Use of the Services to analyze inputs using classification, sentiment analysis of text, or entity extraction. Examples include analyzing product feedback sentiment, analyzing support calls and transcripts, and refining text-based search with embeddings.
- Search: Use of the Services to search trusted source documents such as internal company documentation provided that the application does not generate results ungrounded in trusted source documentation.
- Question-answering: Use of the Services to ask questions and receive answers from trusted source documents such as internal company documentation, provided that the application does not generate answers ungrounded in trusted source documentation.

Accepted and Agreed:

OpenAI, L.L.C.

Signature: Dan Cook

Name: Dan Cook

Title: Authorized Signer

Date: 3/15/2025

Briefcase Tech Ltd

Signature: Ján Stehlík

Name: Ján Stehlík

Title: Co-founder & CTO

Date: 3/15/2025

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.

Summary of Contracts

This document contains the following contracts.

Title	ID
Amendment (Briefcase Tech Ltd and OpenAI)	7b19b5c5-34fc-415c-84f7-54f548b3d61d

Contracts signed by:

Ján Stehlík

Signer ID: 9617cd02-fccd-49c3-b4d8-7021644ac3de
Email: jan@briefcase.so

Date / Time: Mar 15, 2025 at 7:25 AM EDT
IP Address: 86.12.80.148
User Agent: Mozilla/5.0 (Macintosh; Intel Mac OS X 10.15; rv:136.0) Gecko/20100101 Firefox/136.0

Dan Cook

Signer ID: 713d3675-e7c9-4b23-8660-6adb60a0651a
Email: dcook@openai.com

Date / Time: Mar 15, 2025 at 9:47 AM EDT
IP Address: 187.190.55.143
User Agent: Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/134.0.0.0 Safari/537.36