

IP Policy

This IP Policy describes AhaPlay's approach to intellectual property: what AhaPlay owns and protects, the rights retained by Customer Organisations and End Users in their own Customer Content, the rights retained by Partners and Thought Leaders in their contributed methodologies and frameworks, and the permitted uses and restrictions applicable to AhaPlay's brand, technology, and platform. It forms part of the AhaPlay legal and operational framework and should be read together with the AhaPlay Terms of Service, the applicable Quote or Order Form, the applicable Data Processing Agreement (DPA) where applicable, the Privacy Policy, the Security Policy, the Service Level Agreement (SLA), the Acceptable Use Policy, and other applicable AhaPlay policies. Capitalised terms used in this Policy, unless otherwise defined herein, shall have the meanings assigned to them in the AhaPlay Terms of Service.

Legal Contact: legal@ahaplay.com

Privacy Contact: privacy@ahaplay.com

Security Contact: security@ahaplay.com

Part A — AhaPlay Intellectual Property Framework

The following sections set out the binding terms of this Policy, covering AhaPlay's intellectual property rights, the rights retained by Customer Organisations and End Users, the rights retained by Partners and Thought Leaders, and the permitted uses and restrictions applicable to AhaPlay's brand, technology, and platform.

1. AhaPlay Intellectual Property — Overview

AhaPlay is built on proprietary methodology, protected technology, and registered intellectual property. AhaPlay Bulgaria VCC (UIC 208270875), registered at 5 Rozova Dolina Street, Floor 4, Lozenets District, Sofia 1421, Bulgaria, is the owner of all AhaPlay-developed intellectual property described in this Policy, including patents, trademarks, copyrights, trade secrets, proprietary methodologies, orchestration systems, and platform technology. AhaPlay's intellectual property is protected under applicable patent, trademark, copyright, trade secret, and unfair competition laws, as further described in Section 9 of the AhaPlay Terms of Service.

2. Patents

AhaPlay's core platform technology is patent-protected in the United States, with international protection in progress through the Patent Cooperation Treaty (PCT). The granted patent covers the method and apparatus by which AhaPlay's technology platform conducts structured group

experiences — workshops, alignment sessions, and decision processes — without requiring a human facilitator present. The patented engine manages how virtual rooms are initiated, participants admitted, inputs collected, and team progress determined; it replaces the traditional role of a facilitator with platform logic that allows these experiences to scale to thousands of simultaneous teams.

Granted patent: United States Patent No. 12,585,326 ("Methods and Apparatus to Present Consent-Based, Consensus-Based and Consent-Consensus-Based Conversational Workshops in Computing Environments"), application number 18/890,677, filed 19 September 2024, granted 24 March 2026 by the United States Patent and Trademark Office. AhaPlay reference 10001US02.

International protection in progress: PCT International Application PCT/EP2024/076221 (AhaPlay reference 10001WO01), currently in the international phase. AhaPlay reserves the right to pursue national-phase entries in additional jurisdictions on the basis of this PCT application.

Provisional application of record: United States Provisional Application 63/583,844 (AhaPlay reference 10001US01), recorded at the USPTO.

AhaPlay is represented in patent matters by Hanley, Flight & Zimmerman LLC, Chicago, Illinois (hfzlaw.com).

3. Trademarks

The AhaPlay brand and core methodology phrases are registered trademarks, protecting AhaPlay's identity across every market in which it operates. The AHAPLAY® mark is registered for use in International Classes 35 (Consulting), 41 (Education and Training), and 42 (SaaS platform delivery), covering every commercial context in which AhaPlay operates.

Registered marks:

Mark	Territory	Registry Number	Status
AHAPLAY	United States	USPTO 98355173	Registered (assignment recorded 16 September 2025)

AHAPLAY	European Union	EUIPO 019038910	Registered (entered in EUIPO database 24 September 2025)
AHAPLAY	United Kingdom	UKIPO 00004049503	Registered (confirmed 25 September 2025)
CONVERSATIONS WORTH HAVING	United States	USPTO 98752982	Recorded (assignment recorded 6 October 2025)

The AHAPLAY name and logo, the CONVERSATIONS WORTH HAVING phrase, the AhaPlay visual identity, and related identifiers, including the AHAPLAY® and CONVERSATIONS WORTH HAVING™ marks together with any other registered or unregistered marks claimed by AhaPlay from time to time, are the exclusive property of AhaPlay Bulgaria VCC or its licensors.

4. Copyright

All content created by or for AhaPlay — including the Platform user interface and design, AhaPlay-developed Templates, AhaPlay-generated Programme structures, Session methodologies, facilitator guides, AhaPlay-branded Programmes, prompts, workflow logic, AhaPlay-developed AI orchestration systems, documentation, and marketing materials — is copyrighted to AhaPlay Bulgaria VCC, all rights reserved.

Unauthorised reproduction, distribution, public performance, transmission, or creation of derivative works based on AhaPlay's copyrighted materials is prohibited except as expressly permitted by these Terms of Service, the applicable Quote, a separate written licence from AhaPlay, or applicable fair use or fair dealing principles under Applicable Law.

The Customer Organisation's rights to use AhaPlay Content during the subscription term, and to export and use Customer Content and customer-specific generated outputs, are set out in Sections 9.1, 9.2, and 9.11 of the Terms of Service.

5. Trade Secrets and Proprietary Methodologies

AhaPlay's proprietary methodologies, orchestration systems, facilitation logic, interaction structures, workshop sequencing systems, behavioural alignment mechanisms, AI-assisted programme generation systems, AI prompts, workflow logic, structural patterns, interaction models, and collaborative experience architectures constitute trade secrets and proprietary intellectual property of AhaPlay Bulgaria VCC, protected under applicable trade secret, unfair

competition, and contract laws. Restrictions on extraction, replication, reverse engineering, and competitive misuse of these proprietary elements are set out in Sections 7.3 and 9.4 of the Terms of Service.

6. Information Security as IP Protection

AhaPlay's intellectual property is protected not only legally but technically. AhaPlay maintains ISO/IEC 27001:2022 certification (certificate number ISMS/262177/BG, issued by CSB Ltd., valid from 19 January 2026 to 18 January 2029) covering the Information Security Management System for the AhaPlay platform, which ensures that AhaPlay's proprietary data, platform content, customer information, and intellectual property are managed under a certified security framework. Technical and organisational measures protecting AhaPlay's intellectual property and Customer Content are set out in the Security Policy.

7. Customer Content — Ownership and Licence

Customer Organisations and End Users retain ownership of Customer Content, as set out in Section 9.2 of the Terms of Service. Customer Content includes all text, materials, prompts, methodologies, configurations, audio, video, graphics, data, files, resources, AI-generated outputs derived from Customer Content, and other materials created, uploaded, generated, submitted, configured, or otherwise provided by a Customer Organisation or its End Users.

Subject to the licence granted to AhaPlay under Section 9.2 of the Terms of Service to host, process, store, and operate the Platform, AhaPlay does not claim ownership of Customer Content, proprietary organisational materials, internal frameworks, participant responses, customer-created Programmes, or other materials owned or lawfully controlled by Customer Organisations or End Users.

8. Partner Content — Ownership and Rights

Where Content within a Customer Organisation's Workspace has been created, configured, uploaded, generated, adapted, or otherwise provided by an authorised Partner ("Partner Content"), the rights, obligations, and licences applicable to such Partner Content are governed by the General Partnership Terms and the applicable Partner Agreement between AhaPlay and the Partner, in addition to the Terms of Service.

Nothing in this Policy or the Terms of Service grants the Customer Organisation any rights to Partner Content beyond those expressly granted by the applicable Partner or required to enable the Customer Organisation's use of the Platform during the subscription term. Termination of the relationship between AhaPlay and a Partner, or between a Partner and a Customer Organisation, may affect the continued availability of Partner Content within the Workspace in accordance with the applicable Partner Agreement.

9. Thought Leader and Author Content

Certain Programmes, Templates, Sessions, frameworks, or Content available through the Platform may reference, incorporate, adapt, or be inspired by methodologies, concepts, frameworks, or intellectual property associated with third-party authors, experts, facilitators, or thought leaders ("Thought Leaders"). All rights relating to such third-party intellectual property remain with their respective owners.

Thought Leaders who enter into a formal partnership with AhaPlay are treated as a category of Partner under the AhaPlay framework, with the rights, obligations, and licences applicable to their contributions governed by the General Partnership Terms and the applicable Partner Agreement. Section 16 of this Policy describes AhaPlay's commitments to partnered Thought Leaders.

AhaPlay does not claim ownership over third-party frameworks, author methodologies, books, publications, trademarks, or independently owned intellectual property contributed or referenced by Thought Leaders or Partners. The Platform experience, orchestration systems, collaborative structures, and facilitation delivery mechanisms created by AhaPlay remain separate proprietary intellectual property of AhaPlay. Use of third-party intellectual property through the Platform may be subject to separate licences, attribution requirements, partnership agreements, or applicable intellectual property laws.

10. Trademark Usage by Third Parties

The AHAPLAY name and logo, the CONVERSATIONS WORTH HAVING phrase, and other AhaPlay marks may not be used by Customer Organisations, End Users, Partners, or other third parties without prior written permission from AhaPlay, except as permitted under applicable fair use or fair dealing principles under Applicable Law. Customer Organisations and End Users shall not imply endorsement or affiliation, remove or modify branding or attribution notices, modify "powered by AhaPlay" notices, use confusingly similar identifiers, or register domain names, social media handles, or branding elements incorporating AhaPlay trademarks.

White-labelled deployments: Approved Partners and enterprise Customer Organisations operating white-labelled deployments under a separate written agreement with AhaPlay (for example, ibm.ahaplay.com) shall display the "powered by AhaPlay" notice in accordance with the applicable agreement, and the AHAPLAY mark shall remain visible in the footer of all white-labelled deployments. White-label arrangements require prior written agreement from AhaPlay and are subject to AhaPlay's branding and quality requirements.

Customer references and publicity: AhaPlay's use of Customer Organisation names and trademarks is governed by Section 9.10 of the Terms of Service.

Trademark licensing or usage queries: Contact legal@ahaplay.com.

11. AI-Generated Outputs

Subject to compliance with the Terms of Service and payment of applicable fees, Customer Organisations and End Users may use AI-generated outputs, generated Programmes, workshop structures, summaries, recommendations, and related outputs generated through the Platform for their internal business and operational purposes. As between the parties, customer-specific generated outputs incorporating Customer Content shall be treated as Customer Content; AhaPlay retains ownership of the Platform, underlying orchestration systems, Templates, facilitation methodologies, AI systems, prompts, workflow logic, structural patterns, interaction models, proprietary methodologies, and all related intellectual property rights, as set out in Section 9.3 of the Terms of Service.

Due to the nature of artificial intelligence and collaborative systems, generated outputs may not be unique; similar or identical outputs may be generated for other users; AhaPlay does not guarantee exclusivity of generated structures or outputs; and no exclusive rights are granted in relation to generic or system-generated structures, prompts, workflows, or facilitation patterns. Restrictions on the use of AI-generated outputs to reconstruct, replicate, or compete with AhaPlay's proprietary methodologies or systems are set out in Section 9.3 of the Terms of Service.

12. Feedback

If Customer Organisations, End Users, Partners, or Thought Leaders provide suggestions, recommendations, enhancement requests, feature ideas, feedback, comments, or improvement proposals relating to the Platform or services ("Feedback"), AhaPlay may freely use, implement, modify, commercialise, and incorporate such Feedback without restriction or compensation. To the extent necessary, contributors grant AhaPlay a perpetual, irrevocable, worldwide, royalty-free licence to use such Feedback for any lawful purpose, as set out in Section 9.7 of the Terms of Service.

13. Prohibited Uses of AhaPlay Intellectual Property

Customer Organisations, End Users, and other third parties shall not, without AhaPlay's prior written consent: copy, reproduce, scrape, harvest, export, republish, distribute, mirror, or systematically extract Platform content, structures, methodologies, Templates, workflows, orchestration logic, AI prompts, or other proprietary elements; use the Platform or its outputs to develop, train, benchmark, validate, improve, or support competing products, services, methodologies, facilitation systems, orchestration systems, or artificial intelligence systems; reverse engineer, decompile, disassemble, analyse, or otherwise attempt to derive source code, models, system architecture, orchestration logic, prompts, algorithms, workflows, or non-public components of the Platform; remove, obscure, alter, or bypass copyright notices, trademarks, attribution notices, patent references, "powered by AhaPlay" notices, or other proprietary markings; create derivative works based on proprietary Platform methodologies, orchestration

systems, Templates, workflows, or AI-generated structures except as expressly permitted; or use the Platform for competitive benchmarking, comparative analysis, or publication of performance evaluations without AhaPlay's prior written consent. These prohibitions are set out in greater detail in Section 7.3 of the Terms of Service.

14. Reporting Intellectual Property Concerns

If any person believes that content on the AhaPlay Platform misrepresents their work, infringes their intellectual property rights, or raises other intellectual property concerns, AhaPlay encourages prompt notification through the following channels: legal@ahaplay.com for IP and legal matters; partnerships@ahaplay.com for author and expert partnership matters; hello@ahaplay.com for general enquiries. AhaPlay commits to acknowledging all concerns within 2 business days and providing a substantive response within 10 business days. AhaPlay's patent and trademark counsel is Hanley, Flight & Zimmerman LLC (hfzlaw.com).

15. Changes to this Policy

AhaPlay may update this Policy from time to time to reflect changes in AhaPlay's intellectual property portfolio, registered rights, partnership models, applicable law, or operational practices. Updates shall become effective upon publication unless otherwise specified. Customer Organisations and End Users are responsible for reviewing updated versions made available through the Platform, the AhaPlay website, or other reasonable communication channels.

Part B — About AhaPlay's Author Partnership Approach

The following descriptive section sets out AhaPlay's approach to Thought Leader and author partnerships. It is not part of the binding terms of this Policy; the contractual terms applicable to any specific Thought Leader or author partnership are set out in the applicable Partner Agreement and the General Partnership Terms.

16. What AhaPlay Creates

AhaPlay does not reproduce books, deliver courses, summarise chapters, or present author content. AhaPlay creates a distinct category of deliverable: platform-facilitated team experiences. The heart of every Session is peer sharing, live discussion, and co-creation among team members. Where a Thought Leader's framework is featured in a Template or Programme, it serves as a starting point — a reference that a team can benchmark themselves against, reflect on, or adapt to their own context. The content itself, typically no more than a handful of key principles, is used as a catalyst for the team's own conversation, not as the substance being delivered.

What teams take away from an AhaPlay Session is not the author's ideas — it is their own team's thinking, aligned and activated through the experience the Platform facilitates. AhaPlay transforms ideas into team experiences: the experience (alignment, co-creation, structured conversation) is original to AhaPlay; the ideas that spark it remain entirely the author's. This approach is grounded in well-established principles of intellectual property law — general ideas, concepts, and principles are not protected by copyright; expression is. AhaPlay creates original expressions in the form of structured, interactive, platform-facilitated team experiences that bear no resemblance to source material in form, function, or delivery.

17. Why AhaPlay Partners with Thought Leaders

Although AhaPlay could build Templates inspired by published frameworks without a formal partnership, AhaPlay actively seeks formal relationships with the thinkers whose ideas inspire its work, because such partnerships create more value for teams, organisations, and authors. For Thought Leaders, a partnership with AhaPlay can mean: a living presence in the experience through video messages, reflections, and commentary that appear within the team experience; avatar-based engagement that weaves the author's likeness and perspective into the Session; direct access for teams through bookable 1:1 conversations, keynotes, or in-person workshops; reach into enterprise teams deployed inside organisations such as IBM, Merkle, Paysafe, and the Bavarian Red Cross; and clear attribution linking the author's framework and source material within every Session.

18. AhaPlay's Commitments to Partnered Thought Leaders

Where a formal partnership exists, AhaPlay commits that: the Thought Leader retains full ownership of their intellectual property at all times, and AhaPlay holds no claim over the Thought Leader's framework, methodology, or body of work; the Partner Agreement governs all commercial terms, attribution standards, and approved uses, agreed in advance and in writing; no Template is published in the Template Library under a formal partnership without the Thought Leader's review and approval of how their work is represented; revenue sharing or licensing structures are transparent, agreed upfront, and honoured; Thought Leaders may request a review of their Template and Programme content at any time and request amendments; and AhaPlay will never imply an endorsement of the Platform by a Thought Leader unless that endorsement has been explicitly given.

19. Partnership Tiers

AhaPlay works with Thought Leaders across three partnership tiers, depending on the depth of involvement:

Tier 1 — Acknowledged Framework: AhaPlay builds a Template inspired by a published framework, with the author's knowledge and formal acknowledgement. Attribution is prominent. The author receives visibility and a channel for teams to engage further with their work.

Tier 2 — Co-Created Template: The author works with AhaPlay to shape the Template design, contributing their perspective on how their framework should be experienced by teams. This produces a richer, more authentic experience and a stronger author presence throughout.

Tier 3 — Exclusive Expert Presence: The author becomes a full Platform Partner, with avatar presence inside Sessions, direct booking availability for teams, and an exclusive or featured position in the Template Library (AhaPlay's catalogue of reusable Templates available to Customer Organisations through the Platform). This is the deepest form of the AhaPlay partnership.

20. Working with AhaPlay

Authors, thought leaders, and content creators whose work is already in the AhaPlay Template Library or who would like it to be are welcome to contact AhaPlay at partnerships@ahaplay.com. A partnership with AhaPlay is not a licensing transaction; it is an opportunity to bring the Thought Leader's thinking into the rooms where teams are doing the work that the ideas were written for.