

# Terms of Service

These AhaPlay Platform Terms of Service (the "Terms") govern access to and use of the AhaPlay Platform and related services. The applicable Customer Organisation and/or End User agree to be bound by these Terms by (a) accepting them electronically, (b) executing a Quote, Order Form, or other commercial document incorporating them by reference, (c) creating a Workspace, User Account, or otherwise accessing or using the Platform, or (d) permitting End Users to access or use the Platform. If you accept these Terms on behalf of a Customer Organisation or other legal entity, you represent and warrant that you have authority to bind that entity, in which case "Customer Organisation," "you," or "your" refer to that entity. If you do not have such authority or do not agree to these Terms, you must not access or use the Platform.

## 1. About AhaPlay

AhaPlay means AhaPlay Bulgaria VCC, UIC 208270875, a company incorporated in the Republic of Bulgaria with registered address at 5 Rozova Dolina Street, Floor 4, Lozenets District, Sofia 1421, Bulgaria, together with its affiliates and authorised representatives involved in the provision of the Platform. AhaPlay provides a software-as-a-service (SaaS) platform supporting the creation, orchestration, delivery, and analysis of structured collaborative experiences, programmes, workshops, sessions, and organisational initiatives intended to support learning, alignment, communication, engagement, decision-making, behavioural development, and organisational transformation.

## 2. Scope of the Terms

These Terms govern the general legal and operational framework applicable to the use of the Platform by Customer Organisations and End Users. The specific commercial terms applicable to a Customer Organisation — including pricing, subscription scope, Included Usage, Reporting Periods, payment terms, enabled functionalities, support levels, and other commercial parameters — shall be defined in the applicable Quote, Order Form, subscription flow, or other commercial arrangement entered into with AhaPlay.

These Terms may be supplemented by additional documents, including the applicable Quote or Order Form, the Service Level Agreement (SLA), the Data Processing Agreement (DPA) where applicable, the Privacy Policy, the Security Policy, the Acceptable Use Policy, the IP Policy, and other policies or guidelines published by AhaPlay from time to time. In the event of conflict between these Terms and an applicable Quote, the Quote shall prevail solely with respect to the expressly conflicting commercial terms.

### 3. Nature of the Platform and Service Evolution

The Platform is provided as a continuously evolving service. AhaPlay may modify, enhance, replace, suspend, restrict, or discontinue functionalities, interfaces, integrations, artificial intelligence (AI) capabilities, workflows, methodologies, or technical components of the Platform from time to time. Certain functionalities may be provided as beta, preview, experimental, early-access, or pilot features and may be subject to additional conditions or limitations. The Platform may incorporate or rely upon third-party infrastructure, AI providers, communication systems, authentication systems, hosting providers, analytics providers, integrations, or other third-party services.

The Platform is provided exclusively as a cloud-hosted, multi-tenant SaaS offering. AhaPlay does not provide on-premise, self-hosted, single-tenant, or dedicated-infrastructure deployments as a standard offering, and any deviation from this delivery model requires a separate written agreement at AhaPlay's discretion.

### 4. Acceptance by Customer Organisations and End Users

A Customer Organisation is responsible for ensuring that its End Users comply with these Terms and all applicable Policies. Actions performed by Workspace Administrators within the scope of their permissions shall be deemed authorised actions of the relevant Customer Organisation, including subscription changes, activation of additional functionalities, creation of payment obligations, acceptance of updated commercial terms, and invitation or management of End Users.

Each End User accessing the Platform represents and warrants that they are authorised to access the Platform, that the information they provide is accurate, and that they shall comply with these Terms and Applicable Law and use the Platform solely for lawful and authorised purposes. AhaPlay may require End Users to separately acknowledge or accept specific policies, notices, or terms within the Platform interface.

### 5. Definitions

For the purposes of these Terms, the following capitalised terms shall have the meanings set out below:

#### 5.1 AhaPlay Platform (or Platform)

Means the software-as-a-service (SaaS) digital platform developed, maintained, and operated by AhaPlay, including its applications, infrastructure, artificial intelligence (AI) functionalities, orchestration systems, interfaces, integrations, software components, and related technological elements through which collaborative experiences, programmes, workshops, sessions, and

organisational initiatives may be created, configured, delivered, managed, analysed, and experienced.

## 5.2 Customer Organisation

Means a legal entity, organisation, institution, or other legal person that accesses or uses the Platform for the benefit of its employees, contractors, representatives, members, clients, participants, or other authorised persons.

## 5.3 Workspace

Means an isolated organisational and operational environment within the Platform created for a specific Customer Organisation, through which access is provided to the Platform, its functionalities, configurations, Programmes, Content, analytics, and related services.

## 5.4 User Account

Means a unique registered account associated with a specific natural person, owned by that individual, through which access may be provided to the Platform, one or more Workspaces, Programmes, Sessions, or other functionalities. The portability and operational characteristics of a User Account are further described in Section 6.3.

## 5.5 End User (or User)

Means a natural person who accesses or uses the Platform through a User Account, including participants, facilitators, Workspace Administrators, contributors, reviewers, observers, or other authorised persons.

## 5.6 Active User

Means an End User whose User Account has been used to participate in at least one Play during a given Reporting Period, regardless of whether such End User is a Programme Member or has participated in one or multiple Plays during that Reporting Period.

## 5.7 Workspace Administrator (or Administrator)

Means an End User authorised by the relevant Customer Organisation to administer and manage a Workspace, including user access, permissions, configurations, Programmes, Sessions, commercial settings, subscription scope, and related operational parameters.

## 5.8 Programme

Means a structured organisational, learning, alignment, communication, or behavioural initiative within a Workspace consisting of one or more Sessions designed to achieve a broader intended objective or outcome.

## 5.9 Programme Member

Means an End User associated with a specific Programme within a Workspace, whether or not such End User has actively participated in any Plays.

## 5.10 Session

Means a structured experience, activity flow, workshop, interaction framework, or collaborative process within a Programme designed to achieve a specific objective through activities, prompts, discussions, exercises, reflections, interactions, or other forms of participation.

## 5.11 Play

Means a specific execution event through which a Session is delivered and experienced by one or more End Users.

## 5.12 Plays per User

Means the total number of Plays in which a given End User has participated during a defined Reporting Period.

## 5.13 Template

Means a reusable structural framework used for the creation or configuration of Programmes, Sessions, or related experiences within the Platform.

## 5.14 Resource

Means any informational, methodological, organisational, or supporting material or content made available within the Platform for the creation, configuration, execution, facilitation, or support of Templates, Programmes, Sessions, Plays, or related Platform activities, including methodologies, frameworks, guides, prompts, textual, audio, visual, or video materials, AI-generated materials, and other supporting content.

## 5.15 Content

Means all text, materials, prompts, methodologies, templates, programmes, configurations, audio, video, graphics, data, files, resources, AI-generated outputs, and other materials or information created, uploaded, configured, generated, submitted, distributed, processed, or

otherwise used within the Platform, regardless of format or origin. Content shall be classified according to the party responsible for creating, providing, uploading, configuring, or generating it as AhaPlay Content, Partner Content, or Customer Content, as further defined in these Terms.

## 5.16 Customer Content

Means Content created, uploaded, generated, submitted, configured, or otherwise provided by a Customer Organisation or its End Users.

## 5.17 AhaPlay Content

Means Content created, developed, licensed, configured, generated, or otherwise provided by AhaPlay, including standard Templates, methodologies, Resources, AI-generated system materials, frameworks, documentation, and Platform-related materials.

## 5.18 Professional Services

Means onboarding, implementation, consulting, facilitation, training, configuration, support, customisation, programme design, methodology adaptation, or other professional or advisory services related to the Platform, whether provided by AhaPlay, a Partner, or a third party.

## 5.19 Quote

Means a quote, order form, subscription confirmation, proposal, checkout flow, or other commercial document or process specifying the commercial terms applicable to a Customer Organisation, including pricing, subscription scope, Included Usage, Reporting Periods, payment terms, enabled functionalities, and related commercial parameters.

## 5.20 Included Usage

Means the quantity or volume of usage included within the applicable subscription, package, or pricing model without additional charges during the applicable Reporting Period.

## 5.21 Overusage

Means usage exceeding the applicable Included Usage during the relevant Reporting Period and which may result in additional charges in accordance with the applicable Quote.

## 5.22 Reporting Period

Means the period during which usage of the Platform is measured for commercial, subscription, reporting, or billing purposes, as specified in the applicable Quote.

### 5.23 Confidential Information

Has the meaning given in Section 11.1.

### 5.24 Self-Service Channel

Means a digital access or subscription channel through which users or Customer Organisations may independently register for, configure, subscribe to, or access the Platform without direct involvement of AhaPlay sales personnel or Partners.

### 5.25 Partner

Means a third party authorised by AhaPlay to support, implement, distribute, facilitate, customise, resell, or provide services relating to the Platform under a separate partner agreement with AhaPlay.

### 5.26 Partner Content

Means Content created, uploaded, configured, adapted, generated, licensed, or otherwise provided by an authorised Partner, whether manually, through the functionalities of the Platform, or with the assistance of the Platform's artificial intelligence (AI) functionalities. Partner Content is distinct from AhaPlay Content and Customer Content, and the rights, obligations, and licences applicable to Partner Content are governed by the General Partnership Terms and the applicable Partner Agreement between AhaPlay and the relevant Partner, in addition to these Terms.

### 5.27 Policies

Means the policies, guidelines, standards, and operational rules published by AhaPlay from time to time, including the Privacy Policy, Security Policy, Acceptable Use Policy, IP Policy, AI-related policies, and other applicable operational or legal policies.

### 5.28 Applicable Law

Means all laws, regulations, regulatory requirements, judicial decisions, sanctions regimes, and legally binding governmental requirements applicable to the relevant party, the Platform, or the use thereof.

### 5.29 Interpretation

Unless the context otherwise requires: references to the singular include the plural and vice versa; references to "including" or similar expressions shall be interpreted without limitation;

references to written notices include electronic communications where permitted under these Terms; and headings are included for convenience only and shall not affect interpretation.

## 6. Access to the Platform & Subscription Rights

### 6.1 Right to Access and Use

Subject to these Terms, the applicable Quote, and payment of all applicable fees, AhaPlay grants the Customer Organisation and authorised End Users a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Platform during the applicable subscription term solely for lawful internal business, professional, educational, organisational, collaborative, or other authorised purposes. Where an individual accesses or subscribes to the Platform independently through the Self-Service Channel and not on behalf of a Customer Organisation, such individual shall be deemed the contracting party and shall assume the rights and obligations applicable to a Customer Organisation under these Terms to the extent applicable by context.

Access rights are granted solely as a subscription-based service and not as a sale, transfer, assignment, or licence of ownership of the Platform or any underlying software, infrastructure, methodologies, AI systems, orchestration systems, or intellectual property rights. Except as expressly permitted by AhaPlay in writing, the Platform may not be resold, sublicensed, leased, white-labelled, commercially redistributed, or made available to third parties as a standalone hosted service.

### 6.2 Customer Organisation Responsibility

Each Customer Organisation is responsible for all access to and use of the Platform associated with its Workspace, including the acts and omissions of its End Users, Administrators, employees, contractors, and invited participants; for maintaining appropriate internal authorisations and permissions; for ensuring lawful use of the Platform; and for ensuring compliance with these Terms and the applicable Policies. The Customer Organisation shall promptly notify AhaPlay upon becoming aware of unauthorised access, misuse of the Platform, compromised credentials, security incidents, or violations of these Terms relating to its Workspace or End Users.

### 6.3 User Accounts

Access to the Platform may require the creation of a User Account. Each User Account must be associated with a single identifiable natural person, may not be shared by multiple individuals, must contain accurate and reasonably up-to-date information, and shall remain the responsibility of the relevant End User and, where applicable, the associated Customer

Organisation. End Users are responsible for maintaining the confidentiality and security of their credentials and for all activities occurring under their User Account.

A User Account is owned by the individual natural person to whom it is assigned and is portable across Workspaces. A User Account may be granted access to multiple Workspaces, Workspaces belonging to different Customer Organisations, or collaborative Sessions involving external organisations or participants, subject to the permissions configured by the applicable Workspace Administrators and the functionalities of the Platform. Termination of a Customer Organisation's subscription or removal of an End User from a particular Workspace does not, in itself, terminate the underlying User Account.

AhaPlay reserves the right to suspend, restrict, reclaim, or remove User Accounts that violate these Terms or the Policies, create security or operational risks, remain inactive for prolonged periods in free or trial environments, or are reasonably suspected of fraudulent, deceptive, abusive, or unlawful activity.

## 6.4 Workspace Administrators

Workspace Administrators are authorised by the applicable Customer Organisation to administer and manage the relevant Workspace and to perform actions within the Platform on behalf of the Customer Organisation. Unless otherwise expressly agreed by AhaPlay in writing, actions performed by a Workspace Administrator shall be deemed authorised and binding upon the relevant Customer Organisation, including subscription activation, acceptance of Quotes or updated commercial terms, enabling or disabling functionalities, inviting or removing End Users, granting permissions, changing subscription scope, incurring payment obligations, activating paid features, configuring integrations, and managing Programmes, Sessions, Templates, and Content.

The Customer Organisation is solely responsible for designating appropriate Workspace Administrators, managing administrator permissions, and revoking access where necessary.

## 6.5 Subscription Scope, Usage Limits, and Overusage

Access to the Platform may be subject to subscription plans, Included Usage, usage limitations, functionality restrictions, seat limitations, Reporting Periods, storage limitations, AI usage limitations, rate limits, and other operational or commercial parameters specified in the applicable Quote, subscription plan, Self-Service flow, or published pricing information. Use exceeding the applicable Included Usage may result in additional charges, trigger automatic plan adjustments, require an upgraded subscription, lead to technical limitations, or result in temporary restriction of specific functionalities, in accordance with the applicable commercial terms.

Customer Organisations remain responsible for monitoring their usage and applicable subscription limits. AhaPlay may, but is not obligated to, provide usage notifications, warnings, soft limits, or operational safeguards relating to Overusage. Unless otherwise expressly agreed in writing or configured within the applicable subscription plan, Customer Organisations remain responsible for all usage-based charges, Overusage charges, AI consumption charges, and other applicable fees incurred through authorised use of the Platform.

AhaPlay reserves the right to apply usage thresholds, require subscription upgrades, request approval for significant Overusage, temporarily limit consumption-based functionality, or suspend excessive usage where reasonably necessary to manage operational risk, prevent abuse, control infrastructure costs, or maintain Platform stability.

## 6.6 Trials, Free Plans, and Promotional Access

AhaPlay may offer free plans, free trials, pilot environments, sandbox environments, promotional access, or other limited-use offerings. Unless otherwise expressly stated, such offerings are provided on an "as available" and "as is" basis; AhaPlay may modify, restrict, suspend, or terminate them at any time without liability; functionality may be limited; data retention periods may differ from paid subscriptions; service levels and support commitments may not apply; and the SLA shall not apply to free or trial offerings. AhaPlay may delete or deactivate inactive trial or free Workspaces after reasonable notice or prolonged inactivity.

## 6.7 Suspension and Restriction of Access

AhaPlay may temporarily restrict, suspend, or limit access to the Platform or specific functionalities where reasonably necessary to protect the security, integrity, stability, or lawful operation of the Platform; to respond to actual or suspected violations of these Terms or the Policies; to address non-payment or overdue amounts; to prevent abuse, fraud, unlawful activity, or security risks; to comply with Applicable Law or requests by competent authorities; to address operational, infrastructure, or technical risks; or to protect AhaPlay, Customer Organisations, End Users, Partners, or third parties. Where reasonably practicable, AhaPlay shall use commercially reasonable efforts to provide notice and an opportunity for remediation prior to suspension. Nothing in this Section limits AhaPlay's right to take immediate action where reasonably necessary to prevent imminent harm, security risks, legal exposure, or operational disruption.

## 6.8 Beta, Preview, and Experimental Features

Certain functionalities, AI capabilities, integrations, workflows, or other Platform features may be designated by AhaPlay as beta, preview, experimental, early-access, pilot, or evaluation features. Such features may be incomplete, unstable, modified, or discontinued at any time; may contain errors or inaccuracies; may be subject to additional usage limitations; may not be supported; may not be covered by the SLA; and are provided without warranties of any kind to

the maximum extent permitted by Applicable Law. AhaPlay shall have no obligation to continue, commercialise, support, or maintain any beta or experimental feature.

## 6.9 Third-Party Services and Dependencies

The Platform may integrate with, depend upon, or interoperate with third-party services, including artificial intelligence providers, hosting providers, video conferencing providers, authentication providers, analytics providers, communication services, cloud infrastructure providers, and third-party integrations enabled by Customer Organisations or End Users. Availability, functionality, compatibility, performance, and continued operation of certain Platform features may depend upon such third-party services. AhaPlay does not control and shall not be responsible for third-party services, content, terms, outages or disruptions, or changes introduced by third-party providers. Use of third-party services may be subject to separate third-party terms and privacy practices.

## 7. Customer Responsibilities & Acceptable Use

### 7.1 Lawful and Authorised Use

The Platform may be used solely in accordance with these Terms, the applicable Policies, and Applicable Law, and for lawful, authorised, and legitimate professional, organisational, educational, collaborative, or other permitted purposes. Customer Organisations and End Users are responsible for ensuring that their use of the Platform — including all Customer Content, activities, interactions, and invitations of third parties — complies with Applicable Law, applicable intellectual property rights, privacy and data protection laws, export control and sanctions regulations, employment and workplace regulations where applicable, and these Terms and the Policies.

Customer Organisations remain responsible for all use of the Platform occurring within or through their Workspaces, including use by employees, contractors, invited guests, external collaborators, facilitators, consultants, participants, and other persons granted access to the Workspace or Sessions.

### 7.2 Responsibility for Customer Content

Customer Organisations and End Users retain responsibility for all Customer Content created, uploaded, submitted, generated, configured, shared, or otherwise used within the Platform. The Customer Organisation and the applicable End Users represent and warrant that they possess all rights, permissions, consents, and lawful bases necessary to use and share such Customer Content within the Platform; that Customer Content does not infringe or misappropriate intellectual property rights, privacy rights, confidentiality obligations, or other rights of third

parties; that Customer Content does not violate Applicable Law; and that Customer Content does not contain malicious code, unlawful material, or prohibited content.

AhaPlay does not assume responsibility for Customer Content, for its accuracy, legality, reliability, or appropriateness, for the conduct of End Users or participants, or for decisions, actions, or organisational measures taken based on Platform outputs, discussions, analytics, or AI-generated materials.

The Platform may facilitate collaborative visibility between participants, Workspace Administrators, facilitators, monitors, or invited external participants. Customer Organisations and End Users acknowledge and accept that responses, messages, participation activity, alignment metrics, workshop outputs, AI-generated structures, and other collaborative interactions may be visible to authorised participants and Workspace personnel in accordance with the Platform configuration and applicable permissions. Except where explicitly stated otherwise by AhaPlay, collaborative Sessions conducted through the Platform should not be considered private, confidential, or invisible to authorised Workspace participants or administrators.

The responsibilities, representations, and warranties of the Customer Organisation set out in this Section 7.2 relate to Customer Content only and do not extend to Partner Content, AhaPlay Content, or content otherwise provided by third parties. Responsibility for Partner Content remains with the relevant Partner in accordance with the applicable Partner Agreement and the General Partnership Terms.

### 7.3 Prohibited Conduct

The following conduct is prohibited under these Terms. Additional acceptable use rules, behavioural standards, community guidelines, and conduct expectations applicable to End Users participating in collaborative experiences within the Platform are set out in the AhaPlay Acceptable Use Policy, which is incorporated into these Terms by reference and may be updated from time to time. Customer Organisations are responsible for ensuring that their End Users are informed of and comply with the Acceptable Use Policy. In the event of conflict between this Section 7.3 and the Acceptable Use Policy, this Section 7.3 prevails for Customer Organisations and the Acceptable Use Policy prevails for End User behavioural matters.

Customer Organisations and End Users shall not, directly or indirectly:

**(a) Engage in illegal, harmful, or abusive conduct**, including using the Platform in violation of Applicable Law; engaging in fraud, deception, impersonation, or unlawful activity; using the Platform to harass, threaten, abuse, discriminate against, or harm individuals or groups; distributing hateful, extremist, violent, sexually exploitative, defamatory, or otherwise unlawful content; using the Platform for unlawful surveillance, manipulation, intimidation, or coercive organisational practices; promoting terrorism, violence, unlawful discrimination, or harmful

activities; or violating employment, labour, privacy, or human rights laws through use of the Platform.

**(b) Abuse the security or operation of the Platform**, including interfering with, disrupting, overloading, damaging, or impairing the Platform or related systems; attempting to gain unauthorised access to the Platform, Workspaces, systems, infrastructure, or data; circumventing authentication, access controls, rate limits, usage restrictions, or security protections; introducing malware, malicious code, ransomware, spyware, or harmful components; conducting denial-of-service attacks, vulnerability scanning, penetration testing, or security probing without prior written authorisation from AhaPlay; misusing invitations, notifications, or communications functionalities for spam or abusive purposes; or using shared accounts or permitting multiple individuals to use a single User Account.

**(c) Misuse AhaPlay's intellectual property or compete unfairly**, including copying, reproducing, scraping, harvesting, exporting, republishing, distributing, mirroring, or systematically extracting Platform content, structures, methodologies, Templates, workflows, orchestration logic, AI prompts, or other proprietary elements; using 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 engineering, decompiling, disassembling, analysing, or otherwise attempting to derive source code, models, system architecture, orchestration logic, prompts, algorithms, workflows, or non-public components of the Platform; removing, obscuring, altering, or bypassing copyright notices, trademarks, attribution notices, patent references, "powered by AhaPlay" notices, or other proprietary markings; creating derivative works based on proprietary Platform methodologies, orchestration systems, Templates, workflows, or AI-generated structures except as expressly permitted by AhaPlay in writing; or using the Platform for competitive benchmarking, comparative analysis, or publication of performance evaluations without AhaPlay's prior written consent. AhaPlay's proprietary technology, orchestration systems, methodologies, trademarks, and patented facilitation systems are protected by intellectual property laws, including patent, trademark, copyright, trade secret, and unfair competition laws.

**(d) Conduct automated extraction or unauthorised automation**, including using bots, crawlers, scripts, automation systems, or automated extraction methods to access or interact with the Platform in a manner not expressly authorised by AhaPlay; performing mass export, bulk extraction, prompt harvesting, or systematic collection of Platform content or outputs; using automated systems to replicate, imitate, or reconstruct AhaPlay methodologies, workshop structures, orchestration logic, or AI-assisted flows; or accessing the Platform for the purpose of creating datasets for machine learning, model training, benchmarking, or automated replication.

**(e) Conduct unauthorised recording, monitoring, or surveillance.** Unless expressly authorised by the applicable Customer Organisation and all affected participants, or otherwise expressly permitted by Platform functionality, Customer Organisations and End Users shall not record Sessions, video conferences, audio interactions, or collaborative activities; monitor, capture, intercept, or analyse participant activity without authorisation; export or distribute

participant responses, chat messages, or collaborative outputs outside the authorised Workspace context; scrape or harvest participant data or behavioural information; or use the Platform to conduct covert monitoring or behavioural surveillance. Certain recording or monitoring functionalities may require explicit participant consent in accordance with Applicable Law and AhaPlay Policies.

## 7.4 Artificial Intelligence Features and AI-Generated Outputs

The Platform may include artificial intelligence functionalities, including AI-assisted programme generation, recommendations, prompts, workflow generation, summaries, or other AI-generated outputs. Customer Organisations and End Users acknowledge and agree that AI-generated outputs may contain inaccuracies, omissions, biases, or inappropriate content; may not be complete, reliable, legally compliant, or suitable for specific organisational, regulatory, legal, HR, compliance, or operational purposes; require human review and independent judgement; are not guaranteed by AhaPlay to be correct, original, legal, or appropriate; and are provided as assistive tools and not as professional, legal, HR, compliance, psychological, financial, medical, or regulatory advice.

Customer Organisations and End Users remain solely responsible for reviewing AI-generated outputs, validating their suitability for the intended purposes, the decisions and actions taken based on such outputs, and compliance with Applicable Law relating to the use of AI-generated materials.

AhaPlay shall not use Customer Content in identifiable form for the training, fine-tuning, optimisation, or development of artificial intelligence models or machine learning systems, irrespective of whether such systems are intended for internal or external use, without the express prior consent of the applicable Customer Organisation. AhaPlay maintains contractual safeguards with its AI sub-processors under which Customer Content submitted to such sub-processors via API is not used by those sub-processors to train their general-purpose AI models, except where expressly authorised by the applicable Customer Organisation or End User. Specific sub-processor identities, locations, and applicable transfer safeguards are described in the Privacy Policy. AhaPlay may use aggregated, anonymised, statistical, and non-identifiable data derived from the use of the Platform solely for the purposes of operating, maintaining, securing, improving, supporting, and developing the Platform and its AI systems.

## 7.5 Cross-Workspace Collaboration and External Participants

The Platform may permit collaboration between participants associated with different Workspaces or Customer Organisations. Where a Customer Organisation invites external participants into a Workspace, Session, Play, or collaborative environment, the inviting Customer Organisation remains responsible for ensuring appropriate authorisation and permissions, ensuring lawful sharing of Customer Content and participant data, managing participant access rights, and compliance with confidentiality, privacy, employment, and

regulatory obligations relating to such collaboration. External participants accessing a Workspace or Session remain independently bound by these Terms and applicable Policies.

## 7.6 Monitoring, Investigation, and Enforcement

AhaPlay is not obligated to actively monitor Customer Content, Sessions, communications, or Platform activity. However, AhaPlay reserves the right, with or without notice, to investigate suspected violations of these Terms or the Policies; review reports, complaints, or abuse signals; monitor usage patterns and operational activity; preserve logs, records, and technical evidence; remove, restrict, disable, or refuse access to Customer Content or functionalities; suspend or terminate User Accounts, Workspaces, Sessions, or subscriptions; cooperate with regulators, courts, law enforcement authorities, or other competent authorities; and take any actions reasonably necessary to protect the Platform, Customer Organisations, End Users, Partners, third parties, or AhaPlay's legal, operational, security, or commercial interests.

AhaPlay may use automated systems, monitoring tools, anomaly detection systems, security tooling, or AI-assisted systems to identify abuse, fraud, security threats, operational risks, or violations of these Terms. Enforcement actions may be taken immediately where reasonably necessary to prevent harm, address security risks, comply with Applicable Law, protect intellectual property rights, maintain operational stability, or mitigate legal or reputational exposure.

## 8. Commercial Terms

### 8.1 Subscription Plans, Quotes, and Ordering

Access to the Platform may be provided through subscription plans, Quotes, Self-Service Channels, partner-assisted onboarding, enterprise agreements, or other commercial arrangements approved by AhaPlay. The applicable Quote, subscription plan, checkout flow, or commercial arrangement shall specify, where applicable, the subscription scope, Included Usage, enabled functionalities, Reporting Periods, pricing, billing frequency, renewal terms, support scope, and other applicable commercial parameters.

Unless otherwise expressly agreed in writing, all subscriptions are limited-term, non-exclusive, non-transferable, and subject to these Terms and the applicable Policies. AhaPlay may offer different subscription tiers, packaging structures, functionality sets, AI usage limits, storage limits, seat limits, or operational limitations for different plans, Workspaces, customer categories, industries, or channels.

### 8.2 Fees and Payment Obligations

Customer Organisations and independent subscribers shall pay all applicable fees, charges, taxes, and amounts associated with their access to and use of the Platform. Fees may include subscription fees, usage-based fees, Overusage charges, AI usage charges, Professional Services fees, onboarding fees, implementation fees, partner-delivered service fees, and other agreed commercial charges.

Unless otherwise expressly stated, all amounts are denominated in EUR, USD, or GBP as specified in the applicable Quote or subscription flow; fees are exclusive of taxes, duties, levies, and governmental charges; payments are non-refundable except as expressly stated in these Terms or required by Applicable Law; and payment obligations are non-cancellable during the applicable subscription term.

Self-Service subscriptions may be charged automatically through Stripe or other designated payment providers using the payment method associated with the applicable account. Enterprise subscriptions may be invoiced and payable through bank transfer or other agreed payment methods.

Unless otherwise agreed in the applicable Quote, invoices are due within thirty (30) calendar days from the invoice date, late payments may accrue statutory or commercially reasonable interest, and Customer Organisations remain responsible for all collection costs reasonably incurred by AhaPlay. Procurement processes, internal approval procedures, purchase order requirements, or vendor onboarding processes of the Customer Organisation shall not delay, reduce, or invalidate payment obligations unless expressly agreed by AhaPlay in writing.

### 8.3 Subscription Terms and Automatic Renewals

Unless otherwise specified in the applicable Quote or subscription plan, subscriptions automatically renew for successive periods equal to the initial subscription term, and renewal occurs automatically unless cancelled in accordance with these Terms. Either party may elect not to renew a subscription by providing written notice at least thirty (30) calendar days before the end of the then-current subscription term; for subscription terms of twelve (12) months or longer, this notice period shall be extended to sixty (60) calendar days unless otherwise specified in the applicable Quote.

AhaPlay shall use commercially reasonable efforts to provide advance notice of upcoming renewals to Customer Organisations on annual or multi-year subscription terms, including notification of any pricing adjustments that will apply upon renewal. AhaPlay may notify Customer Organisations of upcoming renewals, pricing adjustments, or subscription changes through email, Workspace notifications, account interfaces, invoices, or other reasonable communication channels.

### 8.4 Usage Limits and Overusage

Use of the Platform may be subject to Included Usage, usage thresholds, AI consumption limits, seat limitations, storage limitations, activity limitations, reporting thresholds, or other operational or commercial limits. Where usage exceeds the applicable Included Usage or subscription limits, AhaPlay may automatically charge Overusage fees, apply usage-based pricing, require subscription upgrades, request Customer Organisation approval for continued usage, temporarily restrict specific functionalities, impose technical limitations, suspend excessive usage, or transition the Customer Organisation to a more appropriate subscription tier. AhaPlay may define reasonable operational or financial thresholds beyond which additional approval or subscription adjustments are required before further usage is permitted.

Unless otherwise expressly agreed, AhaPlay shall not be obligated to proactively notify Customer Organisations before Overusage occurs or to prevent usage from exceeding Included Usage limits. Usage calculations and billing determinations performed by AhaPlay's systems shall serve as the authoritative basis for invoicing unless demonstrably incorrect.

## 8.5 Taxes

All fees are exclusive of value-added tax (VAT), sales taxes, withholding taxes, duties, levies, and similar governmental charges. Customer Organisations and independent subscribers are responsible for all applicable taxes associated with their purchases and use of the Platform, excluding taxes based on AhaPlay's net income. Where withholding taxes apply under Applicable Law, the applicable payer shall gross up payments where legally required, or provide valid tax documentation supporting any reduced withholding treatment.

## 8.6 Late Payments and Non-Payment

Without limiting other rights or remedies, AhaPlay may suspend or restrict access to the Platform, disable functionalities, withhold Professional Services, revoke access to Workspaces or Sessions, or terminate subscriptions where amounts remain undisputed and overdue beyond the applicable payment period. Where the Customer Organisation has notified AhaPlay in writing of a bona fide good-faith dispute regarding specific invoiced amounts within fifteen (15) calendar days of the applicable invoice date, AhaPlay shall not suspend or terminate access in respect of the disputed amounts pending good-faith resolution, provided that the Customer Organisation continues to pay all undisputed amounts when due.

AhaPlay may require updated payment methods, advance payment, deposits, or modified billing arrangements where reasonably necessary to mitigate credit risk or repeated payment failures. Suspension or restriction for non-payment shall not relieve the applicable Customer Organisation from outstanding payment obligations.

## 8.7 Pricing Changes

AhaPlay may modify subscription pricing, usage-based pricing, AI consumption pricing, fees, or commercial packaging upon reasonable prior notice. Unless otherwise specified in the applicable Quote or enterprise agreement, pricing changes shall generally apply upon renewal of the applicable subscription term, and AhaPlay shall use commercially reasonable efforts to provide at least sixty (60) days' prior notice of material pricing changes affecting paid subscriptions on subscription terms of twelve (12) months or longer, and at least thirty (30) days' prior notice of material pricing changes for all other paid subscriptions.

Where a pricing change exceeds the lesser of fifteen percent (15%) or the cumulative consumer price index increase for the Republic of Bulgaria over the preceding twelve (12) months, the affected Customer Organisation may elect not to renew the subscription by written notice prior to the effective date of the pricing change, in which case the existing pricing shall apply through the end of the then-current subscription term.

Pricing changes may reflect factors including infrastructure costs, third-party AI provider costs, operational costs, security and compliance investments, inflation, feature evolution, or changes in subscription scope or usage patterns. Continued use or renewal of the Platform following the effective date of updated pricing constitutes acceptance of the updated pricing.

## 8.8 Refunds

Except as expressly stated in these Terms, the SLA, the applicable Quote, or as required by Applicable Law, fees paid to AhaPlay are non-refundable, and unused subscription periods, unused Included Usage, partially used services, or terminated subscriptions do not give rise to refund rights or credits.

Service Credits expressly provided under the applicable SLA constitute the sole and exclusive financial remedy relating to Platform availability and performance commitments under the SLA. Service Credits do not preclude the Customer Organisation from pursuing other remedies for matters falling outside the scope of the SLA, including breaches of confidentiality, data protection, intellectual property, or other material obligations under these Terms, subject to the limitations of liability set out in Section 14.

## 8.9 Partner and Reseller Transactions

Certain Customer Organisations may access the Platform through authorised Partners. Unless otherwise expressly agreed by AhaPlay, Platform subscription fees payable to AhaPlay remain payable directly to AhaPlay; Partners may independently provide Professional Services, implementation services, facilitation services, onboarding services, consulting, or other services under separate agreements with Customer Organisations; and AhaPlay shall not be responsible for obligations, representations, warranties, or services independently provided by Partners.

Only Partners authorised or certified by AhaPlay may provide designated certified services relating to the Platform where such certification is required under the applicable partner

framework. Commercial disputes relating solely to Partner-provided services shall be resolved between the applicable Partner and Customer Organisation unless AhaPlay expressly assumes responsibility in writing.

## 8.10 Free Plans, Trials, and Promotional Access

AhaPlay reserves the right to impose usage limits, restrict functionality, reclaim inactive Workspaces, prevent abusive or excessive usage, require upgrades, limit AI usage, suspend abusive accounts, or terminate free or promotional access where reasonably necessary to protect the Platform, operational stability, commercial interests, or other users. Free plans, trials, and promotional offerings may be modified, limited, or discontinued at any time without liability, unless otherwise required by Applicable Law.

# 9. Intellectual Property Rights

## 9.1 Ownership of the Platform

The Platform, including all related software, technology, orchestration systems, methodologies, workflows, Templates, interfaces, AI systems, prompts, visual elements, databases, documentation, analytics structures, programme frameworks, facilitation systems, and related intellectual property rights, are and shall remain the exclusive property of AhaPlay and its licensors. The Platform is protected under applicable intellectual property laws, including patent, copyright, trademark, trade secret, and unfair competition laws. AhaPlay's technology includes patented facilitator-replacement and orchestration systems protected by U.S. Patent No. 12,585,326 and related international filings.

Except for the limited access rights expressly granted under these Terms, no ownership rights or intellectual property rights are transferred to Customer Organisations or End Users. AhaPlay reserves all rights not expressly granted under these Terms.

## 9.2 Customer Content Ownership

As between the parties, Customer Organisations and End Users retain ownership of their respective Customer Content. Nothing in these Terms transfers ownership of Customer Content, proprietary organisational materials, uploaded files, internal frameworks, participant responses, customer-created programmes, or other materials owned or lawfully controlled by Customer Organisations or End Users.

Subject to these Terms and the warranties given by the Customer Organisation under Section 7.2, the applicable Customer Organisation grants AhaPlay a non-exclusive, worldwide, royalty-free right and licence to host, process, store, reproduce, display, transmit, analyse, format, adapt, generate outputs from, and otherwise use Customer Content solely to operate

the Platform, provide the services, enable collaborative functionality, generate AI-assisted outputs, provide analytics and reporting, maintain security and operational integrity, perform support and troubleshooting, comply with Applicable Law, and improve and maintain the Platform in accordance with these Terms and the applicable Privacy Policy.

### 9.3 AI-Generated Outputs and Generated Programmes

Subject to compliance with these Terms 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, and 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.

No rights are granted to Customer Organisations or End Users to commercialise AhaPlay methodologies as standalone products or services; replicate or reproduce AhaPlay orchestration systems; create competing facilitation systems based on the Platform; extract reusable orchestration patterns or workflow systems; or use AI-generated outputs to reconstruct proprietary AhaPlay methodologies or systems.

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.

### 9.4 Proprietary Methodologies and Facilitation Systems

The Platform includes proprietary methodologies, orchestration systems, facilitation logic, interaction structures, workshop sequencing systems, behavioural alignment mechanisms, AI-assisted programme generation systems, and collaborative experience architectures developed and protected by AhaPlay.

Customer Organisations and End Users shall not extract or systematically analyse such methodologies for competitive purposes; reproduce or commercialise proprietary facilitation structures outside authorised use of the Platform; create derivative facilitation systems based on AhaPlay proprietary systems; use the Platform to train competing orchestration or facilitation systems; or remove or obscure patent notices, trademark notices, attribution notices, or proprietary references.

Nothing in these Terms restricts Customer Organisations or End Users from using their own ideas, organisational know-how, independently developed methodologies, or general knowledge and experience that do not infringe AhaPlay intellectual property rights.

## 9.5 Third-Party and Thought Leader Intellectual Property

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. All rights relating to such third-party intellectual property remain with their respective owners.

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.

## 9.6 Partner Content

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 these Terms. Nothing in these Terms 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 the Partner, or between the Partner and the Customer Organisation, may affect the continued availability of Partner Content within the Workspace in accordance with the applicable Partner Agreement.

## 9.7 Feedback

If Customer Organisations or End Users 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, Customer Organisations and End Users grant AhaPlay a perpetual, irrevocable, worldwide, royalty-free licence to use such Feedback for any lawful purpose.

## 9.8 Aggregated and Anonymised Data

AhaPlay may collect, generate, analyse, and use aggregated, anonymised, statistical, de-identified, and operational usage data relating to the Platform — including usage trends, performance metrics, operational analytics, AI system performance, feature usage, security monitoring, benchmarking data, and platform improvement insights — provided that such data does not identify Customer Organisations or End Users as identifiable persons unless expressly permitted.

AhaPlay may use such aggregated or anonymised data to improve the Platform, develop features, improve AI systems, generate industry insights, conduct analytics, support security operations, produce benchmarking information, and support business operations and product development.

## 9.9 Trademarks and Branding

The AhaPlay name, logos, trademarks, service marks, slogans, branding elements, and related identifiers, including AHAPLAY® and CONVERSATIONS WORTH HAVING™, together with any other registered or unregistered marks claimed by AhaPlay from time to time, are the exclusive property of AhaPlay or its licensors.

Except as expressly permitted by AhaPlay in writing, Customer Organisations and End Users shall not use AhaPlay trademarks or branding, imply endorsement or affiliation, remove branding or attribution notices, modify "powered by AhaPlay" notices, use confusingly similar identifiers, or register domain names, social handles, or branding elements incorporating AhaPlay trademarks. White-label deployments, if permitted by AhaPlay, remain subject to separate written agreements and branding requirements established by AhaPlay.

## 9.10 Customer References and Publicity

Subject to the applicable Customer Organisation's consent (which may be granted in the applicable Quote, through subsequent written agreement, or by ongoing course of dealing), AhaPlay may identify the Customer Organisation as a customer of the Platform and may use the customer's name, trademarks, logos, and publicly available company descriptions for reasonable marketing, investor, partnership, sales, and promotional purposes, including on websites, presentations, case study listings, customer pages, and marketing materials. For Self-Service subscriptions and standard subscription tiers, consent is presumed unless the Customer Organisation opts out by written notice to AhaPlay. For enterprise subscriptions or where the applicable Quote so specifies, prior written consent is required for each material public use. AhaPlay shall comply with any reasonable written trademark usage guidelines provided by the applicable Customer Organisation, and shall promptly cease use upon the Customer Organisation's written withdrawal of consent.

## 9.11 Export and Use of Customer Outputs

Subject to these Terms, Customer Organisations may export and use Customer Content, customer-generated reports, workshop outcomes, participant-generated materials, and customer-specific generated outputs for their internal business and operational purposes. Such rights do not include rights to redistribute proprietary AhaPlay Templates or methodologies as standalone products; reproduce substantial portions of proprietary Platform structures; commercialise AhaPlay orchestration systems; or create competing facilitation or orchestration services based on the Platform.

Additional rules, notices, attribution requirements, intellectual property standards, licensing principles, author framework principles, and trademark usage requirements may be set out in the AhaPlay IP Policy, which is incorporated into these Terms by reference.

## 10. Data Protection, Privacy, and Security

### 10.1 Privacy, Security, and Data Processing Framework

AhaPlay processes personal data in accordance with these Terms, the Privacy Policy, the Security Policy, the applicable Data Processing Agreement ("DPA"), and Applicable Law. The Privacy Policy describes how AhaPlay collects, uses, stores, shares, and protects personal data in connection with the Platform. The Security Policy describes AhaPlay's technical, organisational, and operational security measures, certifications, infrastructure practices, and security commitments.

Where required under Applicable Law, including the GDPR, the applicable DPA shall govern the processing of personal data by AhaPlay on behalf of Customer Organisations. The DPA may be incorporated by reference, accepted electronically, executed separately, or included within enterprise contracting documentation, depending on the applicable subscription model or customer relationship.

### 10.2 Roles of the Parties

To the extent Customer Organisations submit or make available personal data through the Platform, Customer Organisations generally act as the data controller (or equivalent legal role under Applicable Law), and AhaPlay acts as a processor or service provider processing such data on behalf of the Customer Organisation.

Customer Organisations are responsible for determining the lawful basis for processing; providing required notices to End Users and participants; obtaining required permissions or consents; responding to data subject rights requests where applicable; configuring appropriate Workspace permissions; and ensuring lawful use of the Platform and Customer Content.

AhaPlay may also independently process certain personal data as an independent controller for purposes including account management, billing and subscription administration, fraud

prevention, platform security, operational analytics, compliance obligations, support and troubleshooting, service improvement, and lawful business operations.

### 10.3 Customer Responsibilities for Data and Participant Notices

Customer Organisations are solely responsible for ensuring that they have the rights and lawful basis to upload, process, share, and use Customer Content and personal data within the Platform; for obtaining any required employee, participant, or third-party notices, permissions, or consents; for ensuring lawful collaboration involving external participants or cross-workspace access; and for determining whether use of the Platform is appropriate for the categories of personal data processed.

Customer Organisations and End Users shall not upload or process within the Platform special categories of personal data, protected health information, government-issued identifiers, financial account credentials, highly sensitive regulated data, or other categories of sensitive information unless expressly permitted by AhaPlay in writing and subject to appropriate legal, contractual, technical, and organisational safeguards.

The Platform is not intended for medical diagnosis or treatment, legal advice, regulated financial advice, high-risk automated decision-making, unlawful workplace surveillance, or other regulated activities requiring specialised compliance frameworks, unless expressly agreed by AhaPlay in writing.

### 10.4 Security Measures

AhaPlay maintains commercially reasonable technical, organisational, and operational security measures designed to protect the confidentiality, integrity, availability, and security of the Platform and Customer data. AhaPlay's security programme includes measures relating to encryption; authentication and access control; infrastructure security; monitoring and logging; vulnerability management; incident response; backup and disaster recovery; role-based access control; operational security; and AI security governance.

As of the Last Updated date of these Terms, AhaPlay maintains ISO/IEC 27001:2022 certification covering the AhaPlay platform and related information security management systems. Upon reasonable request and subject to applicable confidentiality undertakings, AhaPlay shall make available to Customer Organisations on enterprise subscription tiers summary security documentation, including a current ISO/IEC 27001 certificate, applicable surveillance audit summaries, and a security overview document describing technical and organisational measures. AhaPlay is not obligated to permit on-site audits by Customer Organisations, but may, at its discretion, accommodate reasonable security questionnaires consistent with industry standards (such as SIG, CAIQ, or equivalent) for enterprise customers.

Customer Organisations acknowledge that no platform or infrastructure can be guaranteed completely secure, that security incidents may occur despite reasonable safeguards, and that

Customer Organisations remain responsible for maintaining appropriate internal security practices, including credential security, endpoint security, access management, and lawful user administration.

## 10.5 Artificial Intelligence Processing

The Platform may utilise third-party artificial intelligence providers and AI processing infrastructure to provide AI-assisted functionalities, including programme generation, recommendations, summaries, analytics, prompts, and workflow generation. Customer Organisations and End Users acknowledge and agree that certain Customer Content and prompts may be processed by third-party AI providers as necessary to deliver AI functionalities; that AI-generated outputs may contain inaccuracies, biases, or inappropriate content; that AI outputs require human review and judgement; and that AhaPlay may modify or replace AI providers, models, or processing infrastructure from time to time.

AhaPlay shall not use Customer Content in identifiable form for the training, fine-tuning, optimisation, or development of artificial intelligence models or machine learning systems, irrespective of whether such systems are intended for internal or external use, without the express prior consent of the applicable Customer Organisation.

AI providers, subprocessors, and infrastructure providers may change over time in accordance with operational, technical, legal, or commercial requirements. Current subprocessor and provider information may be published in the Security Policy, Privacy Policy, DPA, or other applicable documentation.

## 10.6 Hosting, International Transfers, and Subprocessors

Unless otherwise expressly agreed in the applicable Quote or enterprise agreement, AhaPlay primarily hosts customer data within infrastructure located in the European Union. Certain services, subprocessors, support functions, AI providers, analytics providers, or integrations may involve processing outside the European Union or other applicable jurisdictions. Where legally required, AhaPlay shall implement commercially reasonable transfer mechanisms and safeguards relating to international transfers of personal data, including Standard Contractual Clauses, contractual safeguards, adequacy mechanisms, or other legally recognised transfer mechanisms.

AhaPlay may engage subprocessors, infrastructure providers, artificial intelligence providers, and service providers in connection with operation of the Platform, and may maintain and make available information regarding applicable subprocessors through the Privacy Policy, the Security Policy, the DPA, a dedicated sub-processor page at [ahaplay.com/sub-processors](https://ahaplay.com/sub-processors), customer documentation, or other operational documentation.

AhaPlay shall provide Customer Organisations with at least thirty (30) days' advance notice of any material change to its sub-processor list, including the addition of new sub-processors or

the substitution of existing sub-processors. Notice may be provided through publication on the Platform, the Security Policy, the DPA, a dedicated sub-processor page, or other reasonable communication channel. Customer Organisations may object to a proposed sub-processor change on reasonable grounds (including data protection, security, or regulatory grounds) within the notice period, in which case the parties shall cooperate in good faith to identify a mutually acceptable solution, including modification of the affected service or, where no resolution is possible, termination of the affected portion of the subscription with a prorated refund of prepaid unused fees.

Customer Organisations acknowledge that subprocessors, AI providers, infrastructure providers, and operational service providers may change over time in accordance with operational, technical, legal, security, or commercial requirements.

## 10.7 Security Incidents and Legal Disclosure Requests

AhaPlay maintains incident response procedures designed to address security incidents affecting the Platform. Where required by Applicable Law or the applicable DPA, AhaPlay shall provide notice of confirmed personal data breaches affecting Customer personal data within commercially reasonable timeframes.

Nothing in these Terms prevents AhaPlay from disclosing information where required by Applicable Law, complying with lawful governmental, regulatory, judicial, or law enforcement requests, or taking actions reasonably necessary to protect the Platform, users, or third parties. Where legally permitted and reasonably practicable, AhaPlay may attempt to notify the affected Customer Organisation before disclosing Customer data in response to governmental or legal requests.

## 10.8 Data Retention and Deletion

Data retention, deletion practices, backup handling, and account deletion procedures may be described in the Privacy Policy, the Security Policy, the DPA, the applicable Quote, or other operational documentation. Unless otherwise required by Applicable Law or agreed in writing, Customer Organisations remain responsible for exporting any required Customer Content prior to termination; AhaPlay may retain backup copies, logs, security records, and operational records for reasonable periods; retention periods may differ between subscription types, free plans, trials, and enterprise subscriptions; and certain anonymised or aggregated operational data may continue to be retained after deletion of identifiable Customer data.

## 10.9 Monitoring, Logging, and Security Operations

AhaPlay may monitor Platform usage, operational activity, authentication events, infrastructure performance, API activity, and security-related events for purposes including security, fraud prevention, abuse detection, operational stability, troubleshooting, analytics, service

improvement, and compliance with Applicable Law. Such monitoring may involve automated systems, anomaly detection tools, logging systems, audit trails, AI-assisted security tooling, and operational analytics systems.

Customer Organisations acknowledge that certain administrative, audit, monitoring, and operational visibility capabilities may be available to authorised Workspace Administrators and authorised personnel in accordance with Platform functionality and applicable permissions.

AhaPlay personnel authorised for platform-level operations and support may access Customer Workspaces solely to the extent reasonably necessary to provide the Services, respond to support requests, investigate security incidents, or fulfil legal obligations. Where reasonably practicable and not inconsistent with the purpose of the access, AhaPlay shall notify the applicable Workspace Administrator of such access. Audit trails of such access shall be maintained and may be made available to the applicable Customer Organisation upon reasonable request.

## 11. Confidentiality

### 11.1 Confidential Information

For purposes of these Terms, "Confidential Information" means any non-public information disclosed or made available by one party ("Disclosing Party") to the other party ("Recipient") in connection with the Platform, whether disclosed orally, visually, electronically, in writing, or through access to systems, Workspaces, documentation, or services, including business and commercial information, pricing, technical and security information, platform architecture, AI prompts and orchestration logic, methodologies, workflows, product roadmaps, non-public documentation, Customer Content, credentials, API keys, access tokens, security reports, audit information, and other information that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

Confidential Information of AhaPlay includes proprietary orchestration systems, AI workflows, facilitation methodologies, Templates, prompts, platform logic, non-public technical information, and related intellectual property and operational information. Confidential Information of the Customer Organisation includes Customer Content (other than content intentionally shared publicly or with external participants), commercial and pricing terms specific to the Customer Organisation, organisational data, internal frameworks, participant responses captured in private Sessions, and business information disclosed to AhaPlay in connection with the use of the Platform.

Confidential Information does not include information that is or becomes publicly available through no breach of these Terms; was lawfully known to the Recipient prior to disclosure; is lawfully received from a third party without confidentiality obligations; or is independently developed without use of the Disclosing Party's Confidential Information. Aggregated,

anonymised, statistical, or de-identified operational data that does not identify a Customer Organisation or identifiable individual shall not constitute Confidential Information of the Customer Organisation. Confidentiality obligations do not apply to Customer Content or outputs intentionally shared publicly or made publicly accessible by the applicable Customer Organisation or authorised End Users through Platform functionality or external publication.

## 11.2 Confidentiality Obligations

The Recipient shall use Confidential Information solely for purposes relating to the use, operation, support, provision, evaluation, or lawful administration of the Platform and related services; protect Confidential Information using at least reasonable care and security measures; not disclose Confidential Information to unauthorised third parties; and limit access to Confidential Information to employees, contractors, advisors, subprocessors, professional representatives, and other authorised persons who have a legitimate need to know such information and are bound by confidentiality obligations at least as protective as those contained in these Terms. Each party remains responsible for breaches of confidentiality obligations by persons to whom it discloses Confidential Information under this Section.

## 11.3 Protection of Credentials and Security Information

Customer Organisations and End Users shall treat login credentials, authentication tokens, administrative access credentials, API keys, security reports, vulnerability information, audit materials, and non-public security-related information as strictly confidential and shall implement reasonable safeguards to prevent unauthorised access, disclosure, or misuse. Customer Organisations shall promptly notify AhaPlay upon becoming aware of suspected credential compromise, unauthorised disclosure, security breaches, or misuse involving confidential or security-related information.

## 11.4 Permitted Disclosure and Legal Compliance

A Recipient may disclose Confidential Information where required by Applicable Law, pursuant to a valid court order, governmental request, or regulatory obligation, or where reasonably necessary to protect legal rights or comply with legal obligations. Where legally permitted and reasonably practicable, the Recipient shall use commercially reasonable efforts to provide prior notice to the Disclosing Party and to cooperate with reasonable efforts to limit or protect the disclosure. The Recipient shall disclose only the portion of Confidential Information reasonably necessary to comply with the applicable legal requirement.

## 11.5 Confidentiality Duration

The confidentiality obligations under this Section shall continue during the term of the applicable subscription or use of the Platform and for three (3) years following termination or cessation of access to the Platform. Notwithstanding the foregoing, obligations relating to trade secrets,

proprietary methodologies, security credentials, authentication systems, AI orchestration logic, patent-related information, non-public security information, and other information protected under Applicable Law as trade secrets or highly sensitive confidential information shall survive for so long as such information remains protected under Applicable Law or retains its confidential nature.

## 11.6 Relationship to Separate Non-Disclosure Agreements

Nothing in these Terms limits or replaces confidentiality obligations contained in any separately executed non-disclosure agreement, partnership agreement, enterprise agreement, evaluation agreement, or other written confidentiality arrangement between AhaPlay and a Customer Organisation, Partner, Thought Leader, consultant, reseller, or other third party. Where a separate written confidentiality agreement exists, that agreement shall govern solely with respect to the specific relationship or disclosures covered by that agreement.

## 12. Service Levels, Support, and Availability

### 12.1 Service Level Framework

AhaPlay provides the Platform as a continuously evolving software-as-a-service (SaaS) offering supported by operational, security, maintenance, and support processes. Service levels, uptime commitments, support response targets, maintenance practices, and applicable operational commitments may be described in the applicable Service Level Agreement (SLA), the applicable Quote, subscription plan documentation, enterprise agreements, or other service documentation published by AhaPlay from time to time. The SLA is incorporated into these Terms by reference where applicable.

Unless otherwise expressly agreed, the SLA applies only to eligible paid subscription tiers or enterprise subscriptions designated by AhaPlay; free plans, trials, beta features, preview features, promotional access, and evaluation environments are excluded from SLA commitments; and support scope and availability may vary depending on subscription tier, Workspace configuration, commercial arrangement, or Partner involvement.

### 12.2 Platform Availability

AhaPlay shall use commercially reasonable efforts to maintain the availability, stability, and operational performance of the Platform in accordance with the applicable SLA and operational practices. Availability targets, if applicable, are measured and calculated in accordance with the SLA.

Customer Organisations acknowledge that the Platform is provided through cloud-based and internet-dependent infrastructure; that temporary interruptions, degradation, latency,

maintenance events, or outages may occur; that Platform functionality may depend on third-party providers, including AI providers, hosting providers, communication providers, and infrastructure providers; and that uninterrupted or error-free operation cannot be guaranteed.

Service availability commitments, if any, are subject to exclusions and limitations described in the SLA, including exclusions relating to scheduled maintenance, emergency maintenance, third-party outages, internet failures, force majeure events, customer-side infrastructure issues, unsupported configurations, misuse of the Platform, and beta or experimental features.

## 12.3 Maintenance, Updates, and Operational Changes

AhaPlay may perform scheduled maintenance, emergency maintenance, security updates, infrastructure upgrades, software updates, AI model updates, configuration changes, feature enhancements, and operational modifications from time to time as reasonably necessary to maintain security, improve performance, comply with Applicable Law, support infrastructure evolution, improve AI functionality, resolve operational risks, or maintain the Platform.

Where reasonably practicable, AhaPlay shall use commercially reasonable efforts to provide advance notice of scheduled maintenance that is expected to materially impact Platform availability. Emergency maintenance may be performed without prior notice where reasonably necessary to address security risks, mitigate operational threats, resolve infrastructure failures, comply with legal obligations, or prevent harm to the Platform or users.

AhaPlay reserves the right to modify, enhance, replace, discontinue, reconfigure, or evolve any aspect of the Platform, including functionalities, workflows, interfaces, APIs, AI models, integrations, orchestration systems, Templates, pricing structures, packaging models, or infrastructure components. Nothing in these Terms obligates AhaPlay to maintain any specific feature, integration, AI model, workflow, or functionality indefinitely unless expressly agreed in writing.

## 12.4 Support Services

Support services may be provided through email support, support portals, in-platform support chat, Workspace administration channels, Partner-assisted support, enterprise support arrangements, or other designated support mechanisms. Unless otherwise specified, support requests may be submitted through [support@ahaplay.com](mailto:support@ahaplay.com) or through in-platform support channels; first-line operational support for managed accounts or Partner-managed implementations may be provided by the applicable authorised Partner; and escalation procedures may differ depending on subscription tier, support plan, or Partner relationship. Processing of personal data in support communications, including in-platform support chat and AI-assisted support functionality, is described in the Privacy Policy.

Support response times, support scope, support hours, escalation priorities, and operational commitments may vary by subscription plan, Workspace type, enterprise agreement, support package, Partner arrangement, or applicable SLA.

## 12.5 Beta Features and Experimental Functionality

Beta, preview, pilot, early-access, experimental, or evaluation features may be incomplete or unstable; may contain defects or inaccuracies; may be modified or discontinued at any time; may not be supported; may be unavailable without notice; and are not covered by SLA commitments unless expressly stated otherwise by AhaPlay. AhaPlay shall have no obligation to continue, commercialise, maintain, or support beta or experimental functionality.

## 12.6 Third-Party Dependencies and Operational Limitations

The Platform may depend upon third-party providers and infrastructure, including cloud hosting providers, artificial intelligence providers, communication providers, authentication providers, analytics providers, email delivery providers, payment processors, internet infrastructure providers, and integration partners. AhaPlay shall not be responsible for delays, disruptions, outages, degradation, errors, or failures caused by third-party providers, internet or telecommunications failures, force majeure events, cyberattacks outside AhaPlay's reasonable control, customer-side systems or configurations, unsupported environments, external integrations, customer misuse, or other failures caused by circumstances beyond AhaPlay's reasonable control.

## 12.7 Backup, Disaster Recovery, and Operational Resilience

AhaPlay maintains operational security, backup, disaster recovery, and business continuity measures as described in the Security Policy and related operational documentation.

Technical operational practices, backup schedules, recovery objectives, infrastructure architecture, and resilience measures may evolve over time in accordance with operational, technical, commercial, or security requirements.

## 12.8 Service Credits and Exclusive Remedies

Where Service Credits are expressly provided under the applicable SLA, such Service Credits constitute the sole and exclusive financial remedy for failures to meet applicable service level commitments. Except as expressly stated in the SLA or required by Applicable Law, Customer Organisations are not entitled to refunds, damages, or additional compensation arising from service interruptions, outages, maintenance events, or performance degradation, and temporary interruptions or operational limitations shall not relieve payment obligations during the applicable subscription term.

## 13. Disclaimer of Warranties

### 13.1 Platform Provided "As Is"

Except as expressly stated in these Terms, the applicable SLA, or an applicable Quote, the Platform and all related services are provided on an "as is," "as available," and "with all faults" basis to the maximum extent permitted by Applicable Law.

To the maximum extent permitted by Applicable Law, AhaPlay disclaims all warranties, representations, guarantees, and conditions, whether express, implied, statutory, or otherwise, including implied warranties relating to merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, reliability, availability, compatibility, security, accuracy, and uninterrupted operation.

AhaPlay does not warrant that the Platform will operate uninterrupted or error-free; that defects will always be corrected; that the Platform will meet all customer requirements; that the Platform will achieve any intended business, organisational, or behavioural outcome; that the Platform will remain compatible with all third-party systems or integrations; or that all content, outputs, analytics, or AI-generated materials will be accurate, complete, lawful, or suitable for specific purposes. Any service level commitments expressly provided under the applicable SLA constitute the sole operational warranties provided by AhaPlay relating to Platform availability and support.

### 13.2 No Guarantee of Organisational, Learning, or Business Outcomes

The Platform is designed to support collaboration, communication, alignment, learning, facilitation, engagement, programme delivery, and organisational initiatives. However, Customer Organisations and End Users acknowledge and agree that organisational transformation outcomes, behavioural outcomes, learning outcomes, employee engagement outcomes, cultural outcomes, communication effectiveness, workshop effectiveness, facilitation outcomes, business performance outcomes, and operational results depend upon numerous factors outside AhaPlay's control, including participant behaviour, organisational culture, leadership decisions, implementation quality, facilitator practices, customer configurations, participant engagement, and external organisational conditions.

AhaPlay does not guarantee that use of the Platform will improve organisational performance, increase engagement, improve culture, resolve conflicts, achieve transformation goals, improve communication, improve decision-making, or produce any specific organisational or behavioural result.

### 13.3 Artificial Intelligence Disclaimer

The Platform may utilise artificial intelligence systems and AI-generated outputs. Customer Organisations and End Users acknowledge and agree that AI-generated outputs may contain inaccuracies, hallucinations, omissions, biases, or inappropriate content; may be incomplete, outdated, inconsistent, misleading, or incorrect; may not reflect current legal, regulatory, organisational, or operational requirements; may generate similar outputs for different users; may not be unique or original; and require independent human review and judgement.

AhaPlay does not warrant or guarantee the correctness, reliability, legality, originality, suitability, fairness, explainability, or regulatory compliance of AI-generated outputs. Customer Organisations and End Users remain solely responsible for reviewing AI-generated outputs, validating their suitability for the intended use, determining compliance with Applicable Law, making decisions based on outputs, and ensuring appropriate human oversight.

### 13.4 No Professional Advice

The Platform and related services do not constitute and shall not be interpreted as legal advice, HR advice, employment advice, psychological advice, therapeutic advice, compliance advice, regulatory advice, financial advice, tax advice, medical advice, or other regulated professional services. Customer Organisations and End Users remain solely responsible for obtaining appropriate professional advice where necessary. No content, recommendation, analytics output, AI-generated material, workflow, template, or collaborative output generated through the Platform should be relied upon as a substitute for qualified professional judgement.

### 13.5 HR, Employment, and High-Risk Decision Restrictions

Customer Organisations and End Users shall not use the Platform, AI-generated outputs, analytics, workshop participation data, behavioural indicators, collaboration metrics, or related outputs as the sole or primary basis for hiring decisions, termination decisions, disciplinary actions, compensation determinations, promotion decisions, psychological assessments, health assessments, automated profiling, legally significant automated decision-making, or other high-risk employment or regulatory determinations. Use of the Platform for unlawful workplace surveillance, discriminatory practices, coercive behavioural monitoring, or unlawful profiling is strictly prohibited. Additional transparency disclosures regarding AhaPlay's own automated processing activities and the limits on automated decision-making are set out in Section 12 of the Privacy Policy.

AhaPlay may investigate suspected misuse of the Platform involving unlawful surveillance, prohibited profiling, discriminatory practices, coercive monitoring, retaliation, or other prohibited employment-related use. AhaPlay may temporarily restrict or suspend access to affected Workspaces, administrative functionality, analytics functionality, or related Platform capabilities where reasonably necessary to protect participants, End Users, Customer Organisations, or the integrity of the Platform.

## 13.6 Professional Services Disclaimer

Professional Services, onboarding services, implementation support, facilitation support, consulting services, Partner services, recommendations, or advisory assistance provided by AhaPlay or authorised Partners are provided on a commercially reasonable efforts basis, are advisory and supportive in nature, and do not constitute guarantees of organisational, operational, behavioural, or business outcomes. Customer Organisations remain solely responsible for implementation decisions, operational decisions, organisational policies, participant management, regulatory compliance, and use of recommendations or outputs generated through the Platform or related services.

## 13.7 Third-Party Services Disclaimer

The Platform may rely upon or integrate with third-party services, including artificial intelligence providers, cloud hosting providers, communication providers, authentication providers, analytics providers, payment processors, video conferencing providers, and other external services or integrations. AhaPlay does not control and shall not be responsible for third-party services, their availability, outages, content, security incidents, functionality changes, or terms or policies. Customer Organisations acknowledge that availability and functionality of certain Platform features may depend upon such third-party services.

## 13.8 Experimental and Collaborative Environment Disclaimer

The Platform may facilitate collaborative, interactive, AI-assisted, behavioural, or group-based experiences involving multiple participants, external collaborators, facilitators, organisational stakeholders, and dynamic interactions. Customer Organisations acknowledge that participant behaviour is outside AhaPlay's control; that collaborative interactions may produce unpredictable outcomes; that differing viewpoints or disagreements may arise; that participant-generated content may not reflect AhaPlay's views; and that collaborative experiences inherently involve human and organisational variability.

AhaPlay does not assume responsibility for participant conduct, interpersonal disputes, organisational conflicts, customer moderation decisions, or actions taken by Customer Organisations or participants during or after collaborative Sessions.

## 13.9 Consumer Law and Non-Excludable Rights

Nothing in these Terms excludes or limits any rights, remedies, guarantees, or protections that cannot legally be excluded or limited under Applicable Law.

Where Applicable Law provides mandatory consumer rights or statutory guarantees, the exclusions and limitations contained in these Terms shall apply only to the maximum extent permitted by Applicable Law.

## 14. Limitation of Liability

### 14.1 Exclusion of Indirect and Consequential Damages

To the maximum extent permitted by Applicable Law, neither AhaPlay nor its affiliates, licensors, Partners, service providers, or representatives shall be liable for any indirect, incidental, consequential, special, exemplary, punitive, or enhanced damages arising out of or relating to the Platform, the services, AI-generated outputs, collaborative interactions, Customer Content, Professional Services, third-party services, or these Terms, even if advised of the possibility of such damages.

Without limitation, AhaPlay shall not be liable for loss of profits, revenue, business opportunities, anticipated savings, business interruption, goodwill, reputational harm, loss or corruption of data, loss of productivity, procurement of substitute services, employment-related claims, organisational disruption, participant disputes, or decisions made based on Platform outputs, analytics, or AI-generated materials.

### 14.2 Limitation of Liability Cap

To the maximum extent permitted by Applicable Law, the aggregate liability of AhaPlay and its affiliates arising out of or relating to the Platform, the services, Professional Services, AI-generated outputs, Customer Content, security incidents, operational interruptions, or these Terms, shall not exceed the greater of: (a) the total amounts actually paid by the applicable Customer Organisation or subscriber to AhaPlay for access to the Platform during the twelve (12) months immediately preceding the event giving rise to the claim; or (b) fifty thousand euros (EUR 50,000).

For free plans, trials, beta features, preview features, evaluation environments, or subscriptions for which no fees were paid by the Customer Organisation, AhaPlay's aggregate liability shall not exceed one hundred Euro (EUR 100), except in respect of (i) breaches of confidentiality obligations under Section 11, (ii) breaches of data protection obligations under Section 10 and the applicable DPA, or (iii) liabilities arising from the exceptions set out in Section 14.6, in which cases liability shall be determined in accordance with the applicable provisions of these Terms and Applicable Law.

The limitations in this Section apply in the aggregate across all claims, regardless of the legal theory asserted, whether arising in contract, tort, negligence, strict liability, statute, or otherwise, and even where a remedy fails of its essential purpose. Service Credits expressly provided under the applicable SLA constitute the sole and exclusive financial remedy for failures to meet applicable service level commitments and shall not count towards the aggregate liability cap set out in this Section, except to the extent expressly stated in the applicable SLA.

### 14.3 AI, Collaboration, and Organisational Decision Liability Exclusions

To the maximum extent permitted by Applicable Law, AhaPlay shall not be liable for inaccuracies, hallucinations, omissions, or biases in AI-generated outputs; participant-generated content; collaborative interactions; organisational decisions; behavioural outcomes; employment decisions; workplace actions; HR-related actions; participant conduct; facilitation, workshop, transformation, communication, or alignment outcomes; or actions taken by Customer Organisations or End Users based on Platform outputs, recommendations, analytics, or collaborative activities.

Customer Organisations remain solely responsible for reviewing outputs, exercising independent judgement, implementing appropriate human oversight, validating decisions, ensuring compliance with Applicable Law, and determining the suitability of the Platform for their intended purposes.

#### 14.4 Third-Party Services and External Dependencies

AhaPlay shall not be liable for damages, interruptions, failures, losses, or claims arising from third-party AI providers, cloud hosting providers, payment processors, communication providers, authentication providers, internet service providers, external integrations, customer-side systems, third-party software, or other circumstances outside AhaPlay's reasonable control. Use of third-party services may be subject to separate third-party terms and policies.

#### 14.5 Customer Responsibility and Risk Allocation

Customer Organisations acknowledge that the Platform is a configurable collaboration and facilitation platform; that use of the Platform involves organisational, behavioural, operational, and human factors outside AhaPlay's control; that collaborative and AI-assisted environments inherently involve uncertainty and variability; and that Customer Organisations are responsible for determining how the Platform is configured, used, moderated, interpreted, and implemented within their organisations.

Customer Organisations assume responsibility for participant management, Workspace administration, organisational policies, moderation practices, legal compliance, HR compliance, employment-related decisions, implementation choices, and decisions based on Platform usage or outputs.

#### 14.6 Exceptions

Nothing in these Terms excludes or limits liability to the extent such liability cannot legally be excluded or limited under Applicable Law, including liability arising from fraud or fraudulent misrepresentation, wilful misconduct, gross negligence where limitation is prohibited by Applicable Law, death or personal injury caused by negligence where non-excludable, or other liabilities that cannot legally be limited or excluded.

## 14.7 Time Limitation for Claims

To the maximum extent permitted by Applicable Law, any claim arising out of or relating to the Platform, the services, or these Terms must be brought within two (2) years after the event giving rise to the claim occurred or reasonably should have been discovered. This contractual limitation period shall not apply to: (i) claims for payment of fees or other monetary amounts due; (ii) claims arising from fraud, wilful misconduct, or intentional misrepresentation; (iii) claims for infringement of intellectual property rights; (iv) claims involving personal injury or death; or (v) other claims for which a contractual limitation is prohibited under Applicable Law. Claims not brought within the applicable period shall be permanently barred to the maximum extent permitted by Applicable Law.

## 14.8 Basis of the Bargain

The parties acknowledge that the pricing and commercial structure of the Platform reflect the allocation of risk set forth in these Terms; that the disclaimers and limitations in these Terms form an essential basis of the agreement between the parties; and that AhaPlay would not provide the Platform on the same commercial terms without such limitations and exclusions.

# 15. Indemnification

## 15.1 Customer Indemnification

To the maximum extent permitted by Applicable Law, the applicable Customer Organisation shall defend, indemnify, and hold harmless AhaPlay, its affiliates, licensors, Partners, subcontractors, service providers, officers, directors, employees, and representatives from and against any claims, demands, actions, proceedings, investigations, damages, liabilities, losses, fines, penalties, judgments, settlements, costs, and expenses (including reasonable legal fees) arising out of or relating to Customer Content; use of the Platform by the Customer Organisation or its End Users; breach of these Terms or the applicable Policies; violation of Applicable Law; infringement or misappropriation of intellectual property rights, privacy rights, confidentiality rights, or other third-party rights by Customer Content or customer activities; employment-related decisions or workplace actions; unlawful workplace surveillance or monitoring; discriminatory, unlawful, or coercive use of the Platform; participant disputes or claims; misuse of AI-generated outputs; unlawful automated decision-making; failure to obtain required notices, permissions, or consents; regulatory violations; data protection or privacy violations caused by Customer Organisations or End Users; misuse of third-party integrations; use of the Platform in prohibited or high-risk scenarios; or actions taken by Customer Organisations or End Users based on Platform outputs, analytics, recommendations, or collaborative activities.

This indemnification obligation applies to claims brought by employees, contractors, participants, regulators, governmental authorities, customers, third parties, or other affected persons.

## 15.2 AhaPlay Intellectual Property Indemnification

Subject to the limitations and exclusions set forth in these Terms, AhaPlay shall defend the applicable Customer Organisation against third-party claims alleging that the authorised use of the core AhaPlay Platform infringes valid third-party intellectual property rights and shall indemnify the Customer Organisation against final court-awarded damages or settlements approved by AhaPlay resulting from such claims.

AhaPlay shall have no obligation under this Section for claims arising from Customer Content; customer modifications or configurations; use of the Platform in combination with third-party products, services, content, or systems not provided by AhaPlay; use of beta, preview, experimental, or free features; continued use after notice of alleged infringement; unauthorised use of the Platform; use in violation of these Terms; AI-generated outputs; customer-created programmes or Templates; or compliance with customer instructions, specifications, or requirements.

If AhaPlay reasonably determines that the Platform or a portion thereof may become subject to an infringement claim, AhaPlay may, at its option and expense, modify the affected functionality; replace the affected functionality with substantially equivalent functionality; obtain rights permitting continued use; or terminate the affected functionality or subscription and provide a prorated refund of prepaid unused subscription fees for the terminated portion. This Section states the sole and exclusive remedy and liability of AhaPlay relating to intellectual property infringement claims.

## 15.3 Indemnification Procedure

The party seeking indemnification (the "Indemnified Party") shall promptly notify the indemnifying party (the "Indemnifying Party") of the applicable claim, provided that delayed notice shall not relieve the Indemnifying Party except to the extent materially prejudiced; provide reasonable cooperation in the defence of the claim at the Indemnifying Party's expense; and permit the Indemnifying Party to control the defence and settlement of the claim.

The Indemnifying Party shall not settle any claim admitting liability of the Indemnified Party, imposing obligations on the Indemnified Party, or requiring non-monetary commitments from the Indemnified Party without the Indemnified Party's prior written consent, not to be unreasonably withheld or delayed. The Indemnified Party may participate in the defence using its own counsel at its own expense.

## 15.4 Exclusive Nature of Remedies

The indemnification obligations set forth in this Section are subject to the limitations of liability set forth in these Terms, the exclusions and disclaimers contained in these Terms, and compliance by the applicable party with the indemnification procedures described herein. Except where prohibited by Applicable Law, the indemnification provisions in these Terms constitute the exclusive allocation of responsibility between the parties for the claims described in this Section.

## 16. Suspension and Termination

### 16.1 Subscription Term

Subscriptions to the Platform commence on the effective date specified in the applicable Quote, subscription flow, checkout process, enterprise agreement, or other commercial arrangement, and continue for the applicable subscription term unless earlier terminated in accordance with these Terms. Unless otherwise specified, subscriptions automatically renew in accordance with Section 8 (Commercial Terms).

### 16.2 Termination by Customer Organisations and Subscribers

Customer Organisations and independent subscribers may terminate subscriptions at the end of the applicable subscription term by providing the required non-renewal notice, close Workspaces, cancel Self-Service subscriptions through available account functionality, or terminate free plans or trial environments at any time.

Termination or non-renewal shall not relieve accrued payment obligations, outstanding Overusage charges, unpaid Professional Services fees, or other amounts owed prior to the effective termination date. Where mandatory consumer cancellation or withdrawal rights apply under Applicable Law, nothing in these Terms limits such non-waivable rights.

### 16.3 Suspension and Termination by AhaPlay

AhaPlay may suspend, restrict, or terminate access to the Platform, Workspaces, Sessions, User Accounts, or subscriptions where reasonably necessary to address violations of these Terms or the Policies; to address non-payment or repeated payment failures; to prevent fraud, abuse, or unlawful activity; to address security risks or operational threats; to comply with Applicable Law or governmental requests; to protect intellectual property rights; to prevent misuse of AI systems or generated outputs; to prevent prohibited workplace surveillance, discriminatory practices, or unlawful profiling; to address harmful or abusive participant behaviour; to prevent competitive misuse of the Platform; to address sanctions or export-control concerns; or to protect the Platform, Customer Organisations, End Users, Partners, or third parties.

Immediate action without prior notice is permitted where reasonably necessary to address security risks or operational threats, prevent fraud or imminent harm, respond to ongoing unlawful activity, comply with Applicable Law or binding governmental requests, address sanctions or export-control concerns, or prevent material harm to the Platform, Customer Organisations, End Users, Partners, or third parties. In all other cases, AhaPlay shall use commercially reasonable efforts to provide prior notice and a reasonable opportunity to cure or remediate before suspension, restriction, or termination.

Where AhaPlay exercises rights under this Section 16.3, it shall act reasonably and proportionately, taking into account the nature, severity, recurrence, intentionality, and impact of the relevant circumstances, and the availability of less restrictive measures. In exercising such rights, AhaPlay may consider as mitigating factors the Customer Organisation's good-faith cooperation, remediation efforts, transparency, corrective actions, and prior compliance history. Where reasonably practicable and consistent with the protection of the Platform and other affected parties, AhaPlay shall use commercially reasonable efforts to provide notice describing the applicable measure, its scope, the principal grounds therefor, and any applicable conditions for remediation.

AhaPlay may terminate subscriptions for material breaches that are incapable of cure or that are not cured within thirty (30) days following written notice where cure is reasonably possible.

## 16.4 Operational Suspension Rights

AhaPlay may temporarily suspend or limit access to the Platform or portions thereof during maintenance, security incidents, investigations, or operational emergencies; where infrastructure or third-party provider failures occur; or where continued operation may create legal, operational, or security risks.

Operational suspension may include temporary disabling of functionalities, AI usage limitations, Workspace restrictions, rate limiting, access restrictions, feature deactivation, or temporary account lockouts. Suspension shall not relieve Customer Organisations from payment obligations unless otherwise expressly agreed by AhaPlay in writing.

## 16.5 Effect of Termination

Upon termination or expiration of a subscription or access right, access rights to the affected Platform services may cease; User Accounts or Workspaces may be disabled; access to Customer Content may be restricted or removed; outstanding payment obligations become immediately due where permitted by Applicable Law; and Customer Organisations and End Users shall cease use of terminated functionalities and services. Termination does not affect accrued rights, accrued liabilities, payment obligations incurred prior to termination, or provisions intended to survive termination.

## 16.6 Data Export and Deletion

Customer Organisations may export Customer Content during the subscription term and for up to thirty (30) days following effective termination or expiration, subject to payment of all outstanding fees. Upon written request received within thirty (30) days of termination, AhaPlay shall use commercially reasonable efforts to provide an export of Customer Content in a standard, machine-readable format (including JSON, CSV, or equivalent), comprising Customer Content, participation records, and Workspace configuration data. The export obligation does not extend to AhaPlay Content, proprietary orchestration logic, AI prompts, Templates owned by AhaPlay, or any other AhaPlay intellectual property. Where technically feasible, in-product export functionality shall remain available throughout the export window.

Following such period, AhaPlay may delete Customer Content, deactivate Workspaces, anonymise operational data, remove inactive User Accounts, or permanently remove customer environments, except where retention is required by Applicable Law; necessary for security, fraud prevention, or dispute resolution; required for backup integrity; required under operational retention policies; or otherwise permitted under these Terms, the Privacy Policy, or the DPA.

AhaPlay may retain logs, audit trails, backup copies, aggregated or anonymised operational data, security records, and compliance-related records for reasonable operational, legal, security, or regulatory purposes.

## 16.7 Partner-Managed and Transferred Accounts

Where Customer Organisations access the Platform through an authorised Partner, Partner relationships may affect onboarding, support, implementation, or account administration; termination or expiration of a Partner relationship does not automatically terminate the Customer Organisation's relationship with AhaPlay unless expressly agreed otherwise; and AhaPlay may reasonably communicate directly with the Customer Organisation regarding continuity of Platform services, account migration, operational administration, or support arrangements.

AhaPlay may reassign, transition, or directly manage previously Partner-supported accounts where reasonably necessary to maintain continuity of service, protect Platform operations, address operational risks, or support Customer Organisations.

## 16.8 Discontinuation of the Platform or Services

AhaPlay reserves the right to discontinue the Platform or specific functionalities, subscription plans, AI capabilities, integrations, or services at any time. Where reasonably practicable and commercially reasonable, AhaPlay shall use commercially reasonable efforts to provide advance notice of material discontinuation affecting paid subscriptions. In the event of discontinuation of paid services, AhaPlay may provide prorated refunds for

prepaid unused subscription periods or alternative transition arrangements, at AhaPlay's reasonable discretion and subject to Applicable Law.

## 16.9 Survival

The following provisions shall survive expiration or termination of these Terms to the extent applicable: payment obligations; intellectual property rights; confidentiality obligations; data protection obligations; disclaimers; limitations of liability; indemnification obligations; dispute resolution provisions; export and deletion provisions; accrued rights and remedies; and any provisions which by their nature are intended to survive termination.

## 17. Changes to the Platform, Policies, and Terms

### 17.1 Platform Evolution and Service Changes

AhaPlay continuously develops, improves, and evolves the Platform and related services. Accordingly, AhaPlay reserves the right to modify, enhance, replace, reconfigure, discontinue, deprecate, or otherwise evolve the Platform or any portion thereof, including functionalities, workflows, interfaces, AI systems, orchestration logic, Templates, analytics, APIs, integrations, infrastructure components, security controls, subscription packaging, pricing structures, or operational features. AhaPlay may also replace or modify third-party providers; change artificial intelligence providers or models; modify infrastructure architecture; introduce operational limitations; retire legacy functionality; or introduce new functionalities, features, or restrictions.

Notwithstanding the foregoing, AhaPlay shall not, during an active subscription term, materially reduce or eliminate functionalities that were available at the commencement of the applicable subscription term and that materially affect the Customer Organisation's ability to use the Platform for its intended purposes as specified in the applicable Quote, except: (i) where required by Applicable Law, regulatory requirements, or security considerations; (ii) where the affected functionality is replaced with substantially equivalent functionality; (iii) where the Customer Organisation is provided with a prorated refund of prepaid unused fees for the affected period; or (iv) where the affected functionality is a beta, preview, experimental, or other functionality expressly designated as non-permanent.

### 17.2 Updates to Policies and Operational Documentation

AhaPlay may update, modify, or replace the Privacy Policy, the Security Policy, the SLA, the DPA, the IP Policy, the Acceptable Use Policy, operational guidelines, and related policies or documentation from time to time to reflect changes in the Platform, address legal or regulatory requirements, improve operational practices, address security risks, reflect infrastructure changes, support AI governance requirements, or improve customer experience and operational efficiency. Updated policies may become effective upon publication unless otherwise specified.

Customer Organisations and End Users are responsible for reviewing updated policies made available through the Platform, official websites, account interfaces, email notifications, or other reasonable communication channels.

### 17.3 Updates to the Terms

AhaPlay may modify these Terms from time to time. Where changes materially affect customer rights or obligations, AhaPlay shall use commercially reasonable efforts to provide reasonable advance notice through email, Workspace notifications, account interfaces, subscription notices, or publication through official AhaPlay channels.

Unless otherwise specified, updated Terms shall become effective upon renewal of the applicable subscription term following publication of the updated Terms. Notwithstanding the foregoing, AhaPlay may implement updates with effect prior to renewal: (i) where reasonably necessary in accordance with Section 17.5 (Emergency, Security, and Regulatory Changes); or (ii) where the updates are non-substantive in nature (such as clarifications, corrections, or operational refinements that do not change the rights or obligations of the parties) and reasonable advance notice of at least thirty (30) days is provided. Where a Customer Organisation considers a mid-term update to materially adversely affect its rights, the Customer Organisation may invoke Section 17.4 (Materially Adverse Changes). Continued access to or use of the Platform after the effective date of updated Terms constitutes acceptance of the updated Terms.

### 17.4 Materially Adverse Changes

If AhaPlay introduces changes to these Terms that materially and adversely reduce the core contractual rights of a paid Customer Organisation during an active subscription term, the affected Customer Organisation may elect to terminate the affected subscription or provide notice of non-renewal by written notice delivered prior to the effective date of the applicable change.

This Section does not apply to changes required by Applicable Law; security-related changes; changes required to prevent abuse or operational risk; changes to beta or free features; newly introduced optional functionalities; changes resulting from third-party provider requirements; or changes that do not materially reduce core contractual rights.

### 17.5 Emergency, Security, and Regulatory Changes

Notwithstanding any other provision of these Terms, AhaPlay may implement immediate changes to the Platform, the Policies, operational practices, security measures, AI governance mechanisms, or these Terms where reasonably necessary to comply with Applicable Law, address security threats, prevent fraud or abuse, respond to operational emergencies, comply with regulatory obligations, protect Customer Organisations or End Users, address third-party

infrastructure risks, or maintain operational integrity and continuity. Such changes may become effective immediately where reasonably necessary.

## 17.6 Deprecation and Retirement of Features

AhaPlay may discontinue or retire functionalities, APIs, AI models, integrations, Templates, workflows, subscription plans, or other Platform components at any time. Where reasonably practicable for paid subscriptions, AhaPlay shall use commercially reasonable efforts to provide advance notice, offer transition periods, provide replacement functionality where appropriate, or support reasonable migration efforts. AhaPlay shall not be liable for discontinuation or retirement of functionalities except as expressly required under Applicable Law or the applicable SLA.

## 17.7 Relationship Between Governing Documents

Unless otherwise expressly stated, the applicable Quote governs commercial terms specific to the relevant subscription; the SLA governs applicable service level commitments; the DPA governs personal data processing matters; the Privacy Policy governs privacy disclosures and processing transparency; the Security Policy governs security and operational practices; the IP Policy governs additional intellectual property, attribution, and ownership principles; and where the Customer Organisation accesses or uses the Platform through an authorised Partner, the applicable Partner Agreement and the General Partnership Terms govern the relationship between AhaPlay and the Partner, and may govern certain aspects of the Customer Organisation's access where expressly incorporated by reference into the applicable Quote.

In the event of conflict, the applicable Quote prevails solely with respect to expressly conflicting commercial terms; the DPA prevails with respect to regulated personal data processing obligations to the extent required by Applicable Law; and these Terms otherwise govern the general relationship between the parties.

# 18. General Provisions

## 18.1 Governing Law

These Terms and any disputes, claims, or controversies arising out of or relating to the Platform, the services, Customer Content, AI-generated outputs, or these Terms shall be governed by and construed in accordance with the laws of the Republic of Bulgaria, without regard to conflict of laws principles.

## 18.2 Jurisdiction

The parties shall use commercially reasonable and good-faith efforts to resolve any dispute arising out of or in connection with these Terms through the following escalation procedure: (i) good-faith negotiation between authorised representatives of the parties for a period of not less than thirty (30) calendar days from written notice of the dispute; and (ii) if not resolved through negotiation, mediation administered by the Bulgarian Chamber of Commerce and Industry (BCCI), Sofia, in accordance with its applicable mediation rules, to be conducted within sixty (60) calendar days from the appointment of the mediator.

If the dispute is not resolved through the preceding steps, the courts of Sofia, Bulgaria shall have exclusive jurisdiction over any dispute arising out of or relating to these Terms, the Platform, or the services. Each party irrevocably submits to the jurisdiction of such courts and waives any objections relating to venue, inconvenient forum, or jurisdiction.

Nothing in these Terms prevents either party from seeking injunctive, interim, or emergency protective relief, or intellectual property protection, in any competent jurisdiction where reasonably necessary to protect its rights, intellectual property, confidential information, systems, or operations.

### 18.3 Force Majeure

Neither party shall be liable for delays, failures, interruptions, or inability to perform under these Terms (other than payment obligations) resulting from events or circumstances beyond its reasonable control which could not reasonably have been prevented, avoided, or overcome through commercially reasonable efforts (a "Force Majeure Event"), including natural disasters, acts of government, war, terrorism, civil unrest, labour disputes external to the affected party, internet failures, telecommunications failures, infrastructure failures, cyberattacks, denial-of-service attacks, cloud provider outages, third-party provider failures, power failures, epidemics, pandemics, sanctions, regulatory actions, or other force majeure events.

The affected party shall notify the other party without undue delay following becoming aware of the Force Majeure Event and shall use commercially reasonable efforts to mitigate its effects, continue partial performance where reasonably possible, and resume full performance as soon as reasonably practicable. Force Majeure Events do not include ordinary operational risks, market fluctuations, financial difficulties, or circumstances that the affected party could reasonably have foreseen and mitigated through reasonable business continuity measures.

If a Force Majeure Event materially prevents the performance of substantial obligations under these Terms for a continuous period exceeding ninety (90) calendar days, either party may terminate the affected subscription by written notice without liability for such termination, provided that all accrued payment obligations arising prior to the effective date of termination shall remain due and enforceable.

AhaPlay may suspend or modify affected services during such events to maintain operational integrity, security, or compliance.

## 18.4 Assignment

Customer Organisations and End Users may not assign, transfer, delegate, sublicense, or otherwise transfer their rights or obligations under these Terms without AhaPlay's prior written consent. AhaPlay may assign, transfer, delegate, or otherwise transfer these Terms or any rights or obligations hereunder to affiliates, or in connection with mergers, acquisitions, corporate restructurings, financings, asset sales, or transfers of business operations, without Customer consent. These Terms shall bind and benefit the parties and their respective permitted successors and assigns.

## 18.5 Notices

AhaPlay may provide notices under these Terms through email, Platform notifications, Workspace interfaces, account dashboards, publication on the Platform, or other reasonable electronic communication methods. Customer Organisations and End Users are responsible for maintaining accurate and current contact information. Legal notices to AhaPlay shall be sent to [legal@ahaplay.com](mailto:legal@ahaplay.com) unless AhaPlay designates another legal contact address.

Electronic notices shall be deemed received upon the earlier of: (i) the time of transmission, where the sending party does not receive an automated bounce-back, delivery failure, or non-delivery notification within twenty-four (24) hours following dispatch; (ii) the time of posting within the Platform, where the recipient is reasonably expected to access the Platform in the ordinary course; or (iii) the time of delivery confirmation through the applicable communication system. Notices transmitted outside normal business hours (Monday through Friday, 09:00–18:00 Eastern European Time, excluding official public holidays in the Republic of Bulgaria) shall be deemed received at 09:00 EET on the next business day.

## 18.6 Entire Agreement

These Terms, together with applicable Quotes, the SLA, the DPA, the Privacy Policy, the Security Policy, the IP Policy, the Acceptable Use Policy, and other applicable Policies or written agreements expressly incorporated herein, constitute the entire agreement between the parties relating to the Platform and supersede all prior or contemporaneous discussions, proposals, understandings, communications, or agreements relating to the subject matter hereof.

## 18.7 Severability

If any provision of these Terms is held invalid, unlawful, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect to the maximum extent permitted by Applicable Law. Any invalid or unenforceable provision shall be interpreted and enforced to the maximum extent legally permissible consistent with the original intent of the parties.

## 18.8 Waiver

Failure or delay by either party to exercise any right or remedy under these Terms shall not constitute a waiver of such right or remedy. Any waiver must be explicit, in writing, and signed or authorised by the waiving party. A waiver of any breach shall not constitute a waiver of any subsequent breach.

## 18.9 Relationship of the Parties

The parties are independent contracting parties. Nothing in these Terms creates or shall be interpreted as creating a partnership, joint venture, agency relationship, fiduciary relationship, employment relationship, or franchise relationship between the parties. References to "Partners" within the Platform ecosystem refer solely to independent third-party business relationships and do not create legal partnership relationships between AhaPlay and Customer Organisations.

## 18.10 Electronic Acceptance and Execution

Customer Organisations and End Users acknowledge and agree that electronic acceptance, click-through acceptance, digital acknowledgements, electronic signatures, online subscription flows, and electronic communications constitute legally binding acceptance and execution of these Terms to the maximum extent permitted by Applicable Law. Use of the Platform following presentation of these Terms constitutes acceptance thereof.

## 18.11 Export Compliance and Sanctions

Customer Organisations and End Users shall comply with all applicable export control laws, sanctions laws, trade restrictions, and import/export regulations relating to the use of the Platform. Customer Organisations and End Users represent and warrant that they are not subject to applicable sanctions restrictions, located in prohibited jurisdictions where use of the Platform is unlawful, or using the Platform in violation of applicable export or sanctions laws. The Platform may not be used for prohibited end uses, in violation of sanctions laws, or in connection with unlawful or restricted activities. AhaPlay may suspend or terminate access where reasonably necessary to comply with export control or sanctions obligations.

## 18.12 Language

These Terms are drafted and governed in the English language. Any translations provided are for convenience only. In the event of conflict or inconsistency, the English-language version shall prevail.