

## SAAS LICENSING AGREEMENT

This SaaS Licensing Agreement (the "Agreement") is entered into by and between:

ydangle apps (Pty) Ltd, a South African company with its principal place of business at Paarl, South Africa ("Provider" or "ydangle apps"), and

The client identified in the applicable Order Form, Statement of Work, or online registration ("Client").

By using or accessing the Chatterly software (the "Services"), Client irrevocably agrees to be bound by the terms of this Agreement.

### 1. INTRODUCTION & DEFINITIONS

#### 1.1 Parties.

"Provider" or "ydangle apps" refers to ydangle apps (Pty) Ltd., and "Client" refers to the individual or entity entering into this Agreement.

#### 1.2 Product.

"Chatterly" refers to the AI-driven SaaS product developed, owned and provided by ydangle apps, enabling the implementation of AI solutions and integrations with Client's applications, including management of a company knowledge base and other modules.

#### 1.3 Definitions.

- "Services" refers to Chatterly and any related software, SDK, documentation, and support provided by Provider.
- "SDK" means the software development kit made available by Provider for Client's self-service implementations.
- "Reseller" means any entity authorised by Provider to resell or distribute Chatterly under a separate agreement.
- "Confidential Information" means any information not readily available to the public disclosed by one party to the other in connection with the performance of this Agreement, including but not limited to technical, financial, strategic, or business information.

### 2. GRANT OF LICENSE & SCOPE OF USE

#### 2.1 License Grant.

Subject to the terms of this Agreement, Provider grants Client a non-exclusive, non-transferable, revocable license to access and use Chatterly on a month-to-month basis for the number of authorised users for which Client has paid the agreed subscription fees.

#### 2.2 Annual Licensing Fee & Additional Terms.

In addition to monthly user-based subscription fees, the Client may be required to pay an annual licensing fee as specified by Provider. Provider reserves the right to update fee structures and will provide 30 days advance notice of any changes to the Client, who will thereafter be bound thereby.

#### 2.3 Restrictions.

- Client shall not (and shall not permit any third party to) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of Chatterly.
- Client shall not remove or alter any proprietary notices, including "powered by Chatterly," embedded in the user interface or within Chatterly documentation.
- For Reseller customisations, the product must at all times indicate it is powered by Chatterly; this indication shall not be removed.

- Any breach by the Client of the aforesaid restrictions shall constitute the basis for the immediate termination of the Client's license, without compensation.

#### 2.4 Reseller & Custom UI Provisions.

- Resellers may at its discretion customise the look and feel of Chatterly's user interface in accordance with Provider's brand guidelines, provided that Chatterly's core functionality remains unaltered.
- Reseller branding may be incorporated, but the display "powered by Chatterly" must remain visible.
- If Client or Reseller uses the SDK, such use is subject to Section 5.2 of this Agreement.

#### 2.5 Non-Compete.

Except as expressly permitted by this Agreement or separately agreed in writing by ydangle apps, the Client (including its Affiliates, employees, contractors, consultants, or any other entity acting on its behalf) shall not:

1. Develop, market, or provide any product or service that competes directly or indirectly with Chatterly;
2. Use Chatterly or any of Provider's Confidential Information, know-how, or trade secrets to assist in creating a competing product or service;
3. Induce or attempt to induce any customer, supplier, licensee, or business relation of ydangle apps to cease doing business with ydangle apps or to deal with a competitor of ydangle apps.

This obligation shall remain in effect during the Term of this Agreement and for a period of [24 months] following its termination or expiration. For clarity, general AI services or knowledge-based solutions developed independently and without reliance on Chatterly code or confidential information or know-how shall not be considered a breach of this clause, provided they do not otherwise violate Provider's intellectual property or confidentiality rights.

### 3. FEES & PAYMENT TERMS

#### 3.1 Subscription Fees.

Client agrees to pay Provider a monthly subscription fee for each authorised user accessing Chatterly, and / or an annual licensing fee(if required). Clients are responsible for any separate subscriptions or fees required by third-party LLM or AI service providers.

#### 3.2 Payment Schedule & Invoicing.

Provider will invoice Client monthly (and annually for the licensing fee if applicable) or as otherwise agreed with the client.. Payment shall be due within the period stated on the invoice.

#### 3.3 Taxes & Other Charges.

All prices are exclusive of taxes, levies, or duties imposed by taxing authorities, and Client shall be responsible for payment of all such taxes, levies, or duties (excluding taxes based on Provider's income).

#### 3.4 Volume Discounts.

Provider may, at its sole discretion, offer volume or usage-based discounts, subject to separate written agreement.

### 4. TERM & TERMINATION

#### 4.1 Month-to-Month Term.

This Agreement shall commence on the Effective Date and shall continue on a monthly basis until terminated by either party in accordance with this Section.

#### 4.2 Termination by Client.

Client may terminate at any time when using the SAAS platform, otherwise by providing 30 days written notice to the Provider. Any fees paid prior to termination are non-refundable unless otherwise agreed in writing.

#### 4.3 Termination by Provider.

Provider may terminate this Agreement immediately upon written notice if:

- Client breaches any material term of this Agreement and fails to cure within fourteen (14) days of receiving notice of such breach;
- Client fails to pay amounts owed when due;
- Client engages in any illegal or fraudulent use of the Services.

#### 4.4 Suspension of Service.

Provider reserves the right to suspend Client's access to Chatterly in the event of overdue payments, misuse, or any violation of this Agreement, without liability to Provider.

### 5. INTELLECTUAL PROPERTY RIGHTS

#### 5.1 Ownership.

All intellectual property rights in and to Chatterly, including any modifications, upgrades, enhancements, or derivative works created by or for Provider, shall remain exclusively owned by ydangle apps (Pty) Ltd. Nothing in this Agreement shall be construed as transferring ownership or control of any IP rights to Client.

#### 5.2 Client Use of SDK.

- Client may use the SDK solely for the purpose of integrating Chatterly into Client's own systems as authorised by Provider.
- Client is prohibited from creating derivative works of the SDK beyond the authorised scope of integration.
- Any reverse-engineering, decompilation, or disassembly of the SDK is strictly prohibited.

#### 5.3 Reseller Branding & White-Labeling.

Resellers or Clients may add logos, branding, and UI elements to Chatterly's interface, provided they do not alter the core functionality or remove the "powered by Chatterly" notice.

#### 5.4 Extended Application.

The obligations set forth in this Section and in Section 7 (Confidentiality) apply not only to the Client but also to its Affiliates, employees, contractors, consultants, and clients who gain access to Chatterly. The Client shall ensure that any such persons or entities under its control are legally bound by confidentiality and non-disclosure obligations at least as restrictive as those in this Agreement. The Client remains fully responsible and liable for any act or omission by these persons or entities that would constitute a breach of this Agreement if committed by the Client itself.

### 6. ACCEPTABLE USE & SERVICE GUIDELINES

#### 6.1 Prohibited Uses.

Client shall not use Chatterly:

- for unlawful purposes, including but not limited to violating any data protection or privacy laws;
- to infringe upon any third party's intellectual property rights;
- to transmit or store material that is false, misleading, or harmful.

## 6.2 Acceptable Use Policy (AUP).

Client acknowledges and agrees to comply with Provider's Acceptable Use Policy, as set forth in this Section, which may be updated from time to time. Any updates shall be provided to Client by email or other written notice.

## 7. CONFIDENTIALITY

### 7.1 Mutual Confidentiality.

Each party agrees to maintain in confidence all confidential information received from the other party, using the same degree of care (but no less than a reasonable degree of care) that it uses to protect its own confidential information.

### 7.2 Client Responsibility.

Client is solely responsible for ensuring that any data or information shared through the AI/ML model meets its own confidentiality requirements. Provider is not liable for any data processing or confidentiality breaches by third-party LLM providers that Client chooses to integrate with Chatterly.

## 8. DATA PROTECTION & PRIVACY

### 8.1 Data Hosting.

Data may be hosted on Provider's chosen cloud infrastructure, Client's own servers, or other data centres. Provider reserves the right to change hosting locations at any time, provided such changes do not materially degrade the Services.

### 8.2 Data Sovereignty & Compliance.

Provider and Client shall comply with applicable data protection laws, including South Africa's Protection of Personal Information Act (POPIA) and, if applicable, the EU General Data Protection Regulation (GDPR). A separate Data Processing Addendum (DPA) may be executed if Client's data includes personal information requiring additional safeguards.

### 8.3 Security Measures.

Provider implements commercially reasonable security measures to safeguard Chatterly, but Provider does not guarantee uninterrupted or error-free service.

## 9. WARRANTIES & DISCLAIMERS

### 9.1 Services Provided "As Is."

Except as expressly stated in this Agreement, Provider makes no representations or warranties of any kind, whether express, implied, statutory, or otherwise, and specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

### 9.2 Third-Party Services.

Provider makes no warranty with respect to any third-party services, including but not limited to LLM or AI service providers, which Client may use in conjunction with Chatterly.

### 9.3 Client Responsibility.

Client is responsible for verifying compatibility and suitability of Chatterly for its own needs.

### 9.5 Product Updates.

Provider reserves the right to modify, enhance, or update Chatterly (including the underlying software, features, and user interface) at its discretion from time to time. Such updates may include patching security vulnerabilities, adding new functionality, or deprecating existing functionality. Client acknowledges and agrees that:

2. Provider is not obligated to maintain backward compatibility or to provide prior notice of non-critical updates;
3. Provider will use reasonable efforts to minimise disruptions to Client's use of Chatterly in performing updates.

## 10. INDEMNIFICATION

### 10.1 Client Indemnification of Provider.

Client agrees to indemnify, defend, and hold harmless Provider, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses (including attorney and own client fees) arising out of or in connection with Client's misuse of Chatterly, breach of this Agreement, or violation of any law or regulation.

### 10.2 No Indemnification by Provider.

Provider does not indemnify or hold harmless Client for any third-party claims of intellectual property infringement or otherwise. Client uses the Services at its own risk.

## 11. LIMITATION OF LIABILITY

### 11.1 Disclaimer of Liability.

To The Maximum Extent Permitted By Law, Provider Accepts No Liability Whatsoever For And Is Accordingly Fully Indemnified Against Any Direct, Indirect, Incidental, Special, Consequential, Or Exemplary Damages (Including Loss Of Profits, Loss Of Data, Or Cost Of Cover), Even If Provider Has Been Advised Of The Possibility Of Such Damages.

### 11.2 Exclusion of Indirect/Consequential Damages.

In No Event Shall Provider Be Liable For Any Indirect Or Consequential Damages, Whether Based On Contract, Tort, Or Any Other Legal Theory.

## 12. DISPUTE RESOLUTION

### 12.1 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of law principles.

### 12.2 Arbitration or Mediation.

Any dispute, controversy, or claim arising out of or relating to this Agreement shall first be referred to mediation or arbitration in South Africa in accordance with the rules of the Arbitration Foundation of South Africa ("AFSA"). The arbitration shall be conducted in English.

### 12.3 Courts as Last Resort.

If the dispute is not resolved through arbitration or mediation, the parties agree to submit to the exclusive jurisdiction of the competent courts in South Africa.

## 13. FORCE MAJEURE

### 13.1 Events of Force Majeure.

Provider shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to natural disasters, strikes, acts of war, terrorism, civil unrest, pandemic, or governmental action.

### 13.2 Suspension of Obligations.

In the event of a force majeure occurrence, Provider's obligations under this Agreement shall be suspended to the extent necessary, and Provider shall promptly notify Client in writing of the nature and anticipated duration of the event.

#### 14. ASSIGNMENT

Client may not assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of Provider. Provider may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets or shares.

#### 15. NOTICES

All notices or other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by email with confirmed receipt or sent by registered mail, return receipt requested, to the addresses or email addresses provided by the parties.

#### 16. MISCELLANEOUS

##### 16.1 Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings.

##### 16.2 Severability.

If any provision of this Agreement is held to be unenforceable or invalid, the remaining provisions will remain in full force and effect.

##### 16.3 Amendments & Modifications.

No modification or amendment to this Agreement shall be binding upon either party unless in writing and signed by both parties (or accepted electronically, if applicable).

##### 16.4 No Waiver.

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.