**Licensing Agreement**

This Licensing Agreement ("Agreement") is entered into as of [Date], by and between [Licensor's Name], with a principal place of business at [Licensor's Address] ("Licensor"), and [Licensee's Name], with a principal place of business at [Licensee's Address] ("Licensee").

**1. Definitions**

**1.1. Software Libraries**

The "Software Libraries" refer to the following software libraries of all versions provided by the Licensor for use in the Licensed Experience on the Roblox platform:

* DataPredict:
  + Description: A machine learning, deep learning and reinforcement learning library for Lua.
  + Link: <https://github.com/AqwamCreates/DataPredict>
* DataPredict Neural:
  + Description: An object-based deep learning library for Lua.
  + Link: <https://github.com/AqwamCreates/DataPredict-Neural>
* DataPredict Axon:
  + Description: A functional-based deep learning library for Lua.
  + Link: <https://github.com/AqwamCreates/DataPredict-Axon>
* TensorL:
  + Description: A tensor library for Lua.
  + Link: <https://github.com/AqwamCreates/TensorL>
* TensorL-2D:
  + Description: A 2D tensor library for Lua.
  + Link: <https://github.com/AqwamCreates/TensorL-2D>

**1.2. Licensed Experience**

"Licensed Experience" refers to [Experience Name] created and Published by Licensee on the Roblox platform, where the Software Libraries will be integrated and utilized by Players, Developers And Creators.

**1.3. Experience**

As defined by Roblox Corporation, "Experience" refers to "Interactive content Published on the Services by Developers for the engagement and enjoyment of Users."

**1.4. Services**

As defined by Roblox Corporation, "Services" refers to "Any service or application offered by Roblox, such as those allowing Users to develop Virtual Content, connect with others, and use Virtual Content created by you and other Users. It includes websites on the roblox.com domain, our Roblox mobile, virtual reality and Xbox apps, the Roblox Player, the Roblox Studio, and our other websites, products, software, applications, content, data feeds, and other services."

**1.5. Publish**

As defined by Roblox Corporation, "Publish" refers to "The means by which a User or Creator creates, uploads, submits, publishes, displays, generates, transmits, or otherwise makes available UGC on the Services."

**1.6. UGC (User Generated Content)**

"UGC" stands for “User Generated Content.” UGC is content of any kind or nature, whether material, assets, or otherwise, that Users (including but not limited to Creators) upload to, create and publish on, or otherwise generate through or make available on the Services.

**1.7. Developer**

As defined by Roblox Corporation, "Developer" refers to "A Creator who creates, develops, and Publishes an Experience on Roblox."

**1.8. Creator**

As defined by Roblox Corporation, "Creator" refers to "Any User who creates, uploads, publishes, generates, or otherwise makes available UGC on the Services. Creators include but are not limited to Developers."

**1.9. Player**

"Player" refers to “Any User who access and interact with the Licensed Experience that is created and Published by Licensee on the Roblox platform.”

**1.10. User**

As defined by Roblox Corporation, “User” refers to “Any person or entity who uses or accesses the Services.”

**1.11. Derivative Work**

“Derivative Work” refers to any modification, translation, customization, enchantments, improvements, adaptation, and fixes made to the original work.

**1.12. Month**

For the purpose of this Agreement, "Month" shall be considered as a period of 30 days.

**1.13. Effective Date**

The "Effective Date" shall be the date when all of these conditions are met:

* Both parties sign this Agreement.
* The first date on which a version of the Licensed Experience containing the Software Libraries is Published.

**2. License Grant**

2.1. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use, modify, extend, and integrate the Software Libraries into Licensee's Licensed Experience on the Roblox platform for the sole purpose of improving, innovating, enhancing and customizing the Licensed Experience.

2.2. Licensee is permitted to modify the source code of the Software Libraries solely for the purpose of fixing bugs, improving functionality, or customizing the Software Libraries for use in the Licensed Experience. Any modifications made to the internal codes of the Software Libraries must be disclosed to the Licensor, and Licensee shall not distribute or share modified versions of the Software Libraries outside of the Licensed Experience.

**3. Revenue-Based License Fee**

3.1. The Licensee agrees to pay the Licensor a recurring monthly license fee calculated as:

License Fee = Gross Revenue × (0.0365 / log2(Gross Revenue))

where:

* “Gross Revenue” refers to the total monthly revenue earned from the Licensed Experience, including revenue derived from Robux transactions, Developer Products, Game Passes, in-game purchases, or any monetization mechanisms tied to the use of the Software Libraries.
* Gross Revenue expressed in Robux must be converted to its USD equivalent using the current or most recent Roblox Developer Exchange Rate as published by Roblox Corporation prior calculating the license fee.
* Gross Revenue expressed in currencies outside of the USD currency must be converted to its USD equivalent.

3.2. The Licensee shall submit a monthly revenue report to the Licensor, including:

* The total Gross Revenue for the month,
* The calculated License Fee,
* Any applicable exchange rates (e.g., Robux-to-USD conversions),
* A description of any relevant revenue sources.

3.3. The Licensee Fee will be rounded up to the nearest USD cent.

3.4. If the License Fee earned by the Licensed Experience remains below USD 1.00, no License Fee payment is required, and the non-payment does not result in termination of this agreement.

3.5. Licensor reserves the right to request access to supporting documentation, including Roblox dashboard screenshots, for the purpose of verifying reported revenue.

3.6. If the License Fee is a negative value, no License Fee payment is required, and the non-payment does not result in termination of this agreement. Additionally, the Licensee agree that Licensee will not receive any amount of fees from the Licensor as a result of this negative License Fee value.

3.7. The monthly license fee is due every Month end. Failure to pay the license fee within ten (10) business days of the due date may result in termination of this Agreement and removes the right to use the Software Libraries for Licensed Experience at Licensor's discretion.

3.8. All fees paid under this Agreement are non-refundable, including but not limited to payments made during a billing cycle in which termination occurs.

**4. Use of Software Libraries by Players**

4.1. Licensor acknowledges that Players may use the Software Libraries integrated into the Licensed Experience solely for the purpose of interacting with the Licensed Experience only and not for any other purpose.

4.2. Players' use of the Software Libraries does not grant them any rights or licenses to the Software Libraries.

**5. Proprietary Rights**

5.1. Licensee acknowledges that Licensor retains all right, title, and interest in and to the Software Libraries, including all intellectual property rights therein. Licensee shall not acquire any ownership rights in the Software Libraries through this Agreement.

5.2. Any output, including but not limited to content, assets, or data generated by the use of the Software Libraries in the Licensed Experience shall be owned by the Licensee. This provision does not transfer any rights to the Software Libraries themselves or to any Derivative Works of the Software Libraries.

5.3. Licensee may create Derivative Works of the Software Libraries solely for use within the Licensed Experience. All such Derivative Works remain the property of the Licensor.

5.4. Licensee shall not create any Derivative Works of the Software Libraries for any purpose other than the usage for Licensed Experience.

5.5. Licensee shall not use the Software Libraries for any purpose other than as expressly permitted by this Agreement.

5.6 Licensee shall not remove any attributions contained inside the Software Libraries.

5.7. Licensee shall not display Licensor's source codes, assets or the names of the Software Libraries in any manner that would:

* Damage the reputation of Licensor, except in cases where the Software Libraries are directly or indirectly impacting the functionalities of the Licensed Experience that is not caused by the licensee’s mishandling of the Software Libraries or by external hardware or software.
* State or suggest that they are owned by the Licensee.
* State or suggest that they are part of the Licensed Experience’s content (such as storylines and arts), unless approved by the Licensor through written consent.

**6. Disclaimer of Warranties**

6.1. The Software Libraries are provided "as is" without any warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Licensor does not warrant that the Software Libraries will be error-free or that they will meet Licensee’s requirements.

**7. Limitation of Liability**

7.1. In no event shall Licensor be liable for any damages of any kind, including direct, indirect, incidental, special, or consequential damages, arising out of or in connection with this Agreement, the use or inability to use the Software Libraries, or for any claim by any other party, even if Licensee has been advised of the possibility of such damages.

**8. Term and Termination**

8.1. This Agreement shall commence on the Effective Date and shall continue in effect on a month-to-month basis unless terminated by either party in accordance with this Agreement.

8.2. Licensee may terminate this Agreement at any time without giving prior notice to Licensor. If termination occurs during a billing cycle and Licensee has paid for that cycle, Licensee may continue to use the Software Libraries until the end of the paid-up period and no refund will be given by the Licensor.

8.3. Licensor may terminate this Agreement immediately if Licensee fails to comply with any of the terms and conditions of this Agreement.

8.4. Upon termination of this Agreement:

* Licensor reserves the right to change the license fee and Agreement terms for any future agreements related to Licensed Experience.
* Licensee must remove all copies of Software Libraries from the Licensed Experience. This does not include outputs generated by the Software Libraries.
* Licensor reserves the right to view the original source code of the Licensed Experience at the end of each billing cycle to verify the removal of the Software Libraries. The Licensee must provide access to the project’s source code for this purpose.
* If the Licensor decides that a virtual meeting is a valid alternative to viewing the source code directly, the Licensor must provide written permission for the virtual meeting to be considered a valid replacement. In such cases, the Licensee must arrange a virtual meeting where the Licensor can review the source code and verify the removal of the Software Libraries.
* Licensee agrees to allow the verification session to be recorded, with the recording retained solely by the Licensor for legal documentation.
* If the Licensee fails to provide access to the source code to the Licensor for Software Libraries removal confirmation, or if the Software Libraries remain in use, a penalty of 3 times of Licensing Fee per month will be imposed for each month the Software Libraries are not removed within 7 days of termination.
* In addition to financial penalties, Licensor reserves the right to pursue legal action to enforce the removal of the Software Libraries and recover any associated costs.

**9. Force Majeure**

9.1. Neither party shall be liable for failure to perform its obligations where such failure results from causes beyond its reasonable control (‘Force Majeure’), such as natural disasters, cyberattacks, or governmental actions.

**10. Confidentiality**

10.1. Licensor agrees that any Licensee proprietary code or content not related to the Software Libraries will remain confidential and will not be used, disclosed, or shared without written consent.

10.2. Licensee agrees that any gross revenue disclosed to the Licensor while using Software Libraries in the Licensed Experience can be used for documentation, strategy, promotional and marketing purposes.

**11. General Provisions**

11.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations, whether oral or written.

11.2. This Agreement may not be amended or modified except in writing signed by both parties.

11.3. This Agreement shall be governed by and construed in accordance with the laws of Malaysia, without regard to its conflict of law principles. Any disputes arising out of or in connection with this Agreement shall be resolved exclusively in the courts of the country where the Licensee’s principal place of business is located, and each party hereby consents to the jurisdiction and venue of such courts.

11.4. If enforcement in the Licensee’s jurisdiction is demonstrably impractical due to local law, inaccessibility, or refusal of cooperation, Licensor reserves the right to initiate legal proceedings in any alternate jurisdiction, including Malaysia.

11.5. In the event that any provision within this Agreement is found to be invalid, illegal, or unenforceable under any applicable law or by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be deemed modified to the extent necessary to make it valid, legal, and enforceable, preserving the intentions of the parties to the maximum extent possible.

11.6. Licensee may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Licensor.

11.7. No waiver by Licensor of any breach of this Agreement by the Licensee shall be considered as a waiver of any subsequent breach of the same or any other provision.

IN WITNESS WHEREOF, the parties have executed this Licensing Agreement as of the date first above written.

Licensor

Full Name:

Phone Number:

Email:

Address:

Date:

Signature:

Licensee

Full Name:

Title:

Phone Number:

Email:

Address:

Date:

Signature: