Nova Engine Developer License Agreement

1. Purpose and Scope

This Nova Engine Developer License Agreement ("Developer Agreement") sets forth the terms under which you may use Nova Engine to develop, commercialize, and distribute Projects (games and interactive software). It supplements the Nova Engine EULA.

By using Nova Engine to create or publish Projects, you agree to be bound by this Developer Agreement in addition to the EULA.

2. Revenue Threshold and Royalty Structure

2.1 Revenue Threshold. You may use Nova Engine to create and distribute commercial Projects royalty-free until your total gross revenue attributable to Nova Engine-based Projects reaches two hundred fifty thousand U.S. dollars (USD $250,000) in a given calendar year ("Threshold").

2.2 Royalty Rate. Once your gross revenue in a calendar year exceeds the Threshold, you agree to pay WeNova Interactive a royalty equal to two percent (2%) of the amount by which your Nova Engine-based gross revenue exceeds USD $250,000 in that same calendar year ("Royalty").

2.3 Annual Reset. The Threshold and Royalty obligations reset each calendar year. Revenue from prior years does not carry over.

2.4 Calculation of Gross Revenue. "Gross revenue" includes all money and other consideration you receive related to Nova Engine-based Projects, including but not limited to:

(a) game sales, in-app purchases, subscriptions, DLC, and expansions;

(b) platform payouts (e.g., store revenues, ad network payouts);

(c) sponsorships, licensing, or other monetization directly tied to a Project.

Refunds, chargebacks, sales taxes, and platform fees may be deducted as reasonably documented.

2.5 Example. If your Nova Engine-based Projects generate USD $300,000 in a calendar year, you pay a 2% Royalty on USD $50,000, resulting in USD $1,000 in royalties for that year.

3. Reporting and Payment

3.1 Reporting Obligation. If your annual gross revenue from Nova Engine-based Projects exceeds the Threshold, you must provide WeNova Interactive with an accurate written royalty report within sixty (60) days after the end of that calendar year. The report should detail:

(a) total gross revenue from Nova Engine-based Projects;

(b) deductions (e.g., platform fees, taxes, refunds);

(c) resulting royalty base and calculated Royalty.

3.2 Payment. You must pay all Royalties owed within sixty (60) days after the end of the calendar year in which the revenue was received.

3.3 Currency. All payments will be made in U.S. dollars (USD) via a method reasonably specified by WeNova Interactive.

3.4 Audit Rights. WeNova Interactive may, at its expense and with reasonable notice, audit your records related to Nova Engine-based revenue no more than once per year. If an audit reveals underpayment of more than five percent (5%), you will reimburse WeNova Interactive for the cost of the audit and promptly pay all outstanding Royalties.

3.5 Late Payments. Late payments may accrue interest at the lesser of one percent (1%) per month or the maximum rate allowed by law, from the due date until paid.

4. Developer Ownership and Rights

4.1 Ownership of Projects. Subject to third-party licenses and this Developer Agreement, you own your original Projects created with Nova Engine, including your code, story, characters, levels, and unique assets you create.

4.2 License to WeNova Interactive (Limited). To the extent necessary to operate Nova Engine services (such as the Global Game Library, marketing thumbnails, or listings), you grant WeNova Interactive a non-exclusive, worldwide, royalty-free license to:

(a) host, distribute, and display your Projects through Nova Engine services where you choose to publish them;

(b) use your Project's name, logo, and screenshots for listing and promotional purposes related to Nova Engine.

You may revoke promotional use for future materials by written notice, but this will not affect existing published materials.

5. Prohibited Uses and Compliance

You agree that you will not:

(a) use Nova Engine to create Projects that violate applicable law or infringe third-party rights;

(b) use Nova Engine to build tools or platforms that directly compete with Nova Engine as a game engine or editor;

(c) attempt to bypass or disable royalty tracking mechanisms;

(d) misrepresent revenue, download counts, or monetization related to Nova Engine-based Projects.

You are solely responsible for compliance with all applicable laws, including those related to consumer protection, privacy, and content ratings.

6. Termination of Developer Rights

6.1 Termination. WeNova Interactive may terminate this Developer Agreement (and your related publishing or distribution rights) if you:

(a) fail to pay Royalties when due;

(b) intentionally misreport or conceal revenue;

(c) repeatedly violate content or legal compliance rules.

6.2 Effect of Termination. Upon termination, you lose the right to use Nova Engine for new commercial Projects, but end users may continue to use previously purchased or downloaded Projects, unless otherwise required by law or necessary to address illegal content or serious violations.

6.3 Survival. Sections regarding Royalties, Reporting, Liability, Indemnification, and Governing Law shall survive termination.

7. Relationship to EULA and Other Terms

In case of conflict between this Developer Agreement and the EULA regarding commercial use, Royalties, and revenue, this Developer Agreement will control. In all other respects, the EULA remains in full force and effect.

This Developer Agreement should be read in conjunction with the Runtime Distribution License, Asset Store Terms, Global Game Library Terms, and Privacy Policy.

8. Governing Law and Disputes

This Developer Agreement is governed by the laws of the United States of America and the State of Indiana. Any disputes will be resolved in the courts located in Indiana, USA, as specified in the EULA. You agree to that exclusive jurisdiction and venue.