

NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT (INDIE)

This License Agreement ("Agreement") is entered into as of [Effective Date] by and between:

Licensor: [Full legal name], [jurisdiction], registered office at [address], VAT/Tax ID: [ID].

Licensee (Indie Developer): [Full legal name], registered office at [address], VAT/Tax ID: [ID].

Each a "Party" and together the "Parties."

1. Definitions

Engine: Licensor's AI engine and modules for economic strategy games (negotiation & trade, microeconomy, macroeconomy, spatial & relations, investment, social policy, conflict), including object code, configuration files, and reference content described in Exhibit A.

SDK: Tools, headers, sample projects, documentation, and integration guides to integrate the Engine.

Runtime: Compiled Engine components that ship within Licensee's game.

Project or Title: Licensee's game identified in Exhibit B.

Territory: Worldwide unless otherwise specified in Exhibit B.

Term: The period defined in Section 9.

Updates: Minor versions, patches, and bug fixes of the same major version, unless otherwise agreed in Exhibit C.

Implementation: the commercialization of the R&D Results by way of (i) granting this License for the Project and delivering the SDK and Runtime enabling use in Licensee's business, and (ii) Licensee's right to distribute the Runtime embedded in the Project.

Implementation Date: the earliest of: (a) the date the Parties execute this Agreement and the Licensor provides access keys and deliverables listed in Exhibit A, or (b) the date Licensee first makes a public release or open test of the Project containing the Runtime, or (c) the date Licensee first commercially exploits the Engine by distributing the Runtime to end users.

Acceptance Certificate: a short certificate signed by the Parties confirming delivery of the SDK and Runtime and the Implementation Date, in the form of Exhibit D.

Net Revenue: gross revenue from sales of the Project to end users less refunds, chargebacks, payment processor fees, platform commissions, and sales taxes or VAT.

Net License Revenue: consideration paid by Licensee for the License Fee under this Agreement, excluding Maintenance Fee and service fees.

2. License Grant (Non-Exclusive)

2.1 SDK license. Non-exclusive, non-transferable license to install and use the SDK internally solely to integrate the Engine into the Project.

2.2 Runtime distribution. Subject to payment and compliance, non-exclusive, worldwide right to reproduce and distribute the Runtime only as embedded in the Project, in object code, to end users.

2.3 Seats and CI. Covers up to [X] developer seats and [1] CI or build agent unless otherwise stated in Exhibit B.

2.4 No sublicensing of Engine. Licensee may not resell, rent, lend, or sublicense the Engine or SDK itself. Only the integrated Project may be distributed.

2.5 Implementation evidence. Within 5 business days after delivery, the Parties will sign the Acceptance Certificate stating the Implementation Date and the delivered Engine version including commit or hash. The Parties acknowledge that the License constitutes commercialization of the R&D Results by way of licensing.

3. Restrictions

No reverse engineering except where mandatory law allows, no removal of notices, and no use beyond the scope: Project, seats, Term, and Territory. Benchmarks may be published with Licensors' prior written consent which will not be unreasonably withheld.

4. Delivery and Integration

4.1 Delivery and versioning. Within 5 business days of the Effective Date, Licensor delivers SDK and Runtime access, documentation, and license key(s) as per Exhibit A, stating Engine version and commit or hash. Delivery logs or repository access records constitute proof of delivery.

4.2 Acceptance. Delivery is deemed accepted upon Licensee's confirmation of access or, if earlier, upon first successful build of the Project with the Runtime. Parties execute the Acceptance Certificate in Exhibit D stating the Implementation Date.

4.3 Implementation confirmation. Within 12 months after the Implementation Date, upon Licensor's reasonable request, Licensee provides a one-page written confirmation that the Engine has been used within Licensee's business in connection with the Project using the template in Exhibit D. This does not limit Licensee's right to use the Engine earlier.

5. Fees and Payment

5.1 License models. The Parties select one model in Exhibit B: a) Per-Project Flat: [PLN or EUR amount] on the due date specified in Section 5.4. Updates for 12 months included. b) Per-Project plus Rev Share: [amount] plus [x%] of Net Revenue above [threshold]. c) Subscription: [amount per month or year] per Project for the Term. Cancelable after [x] months.

5.2 Net License Revenue. The License Fee is consideration for the License and constitutes Net License Revenue from commercialization of the R&D Results. Maintenance and services are priced separately and are not counted as Net License Revenue.

5.3 Invoices and taxes. Invoices are issued within 5 days of the due date defined in Section 5.4 or milestone. Prices exclude VAT or sales tax. Licensee pays applicable taxes and bank fees. Late payment accrues statutory interest or [x% p.a.].

5.4 Ninety-day deferred payment and acceptance period. A 90-day period starts on the Effective Date. The License is granted from the Effective Date. The License Fee becomes due and is invoiced on day 90. If before day 90 Licensee publicly releases the Project, distributes the Runtime, or uses the Engine in production for external users, the License Fee becomes immediately due and is invoiced at that time. Licensee may terminate for convenience during the 90-day period provided that the Project has not been publicly released and the Runtime has not been distributed. In such case Licensee ceases all use and deletes the SDK and Runtime and pays an evaluation fee of 20% of the License Fee to cover delivery and support costs. Maintenance and any services are billed separately as incurred. Where the Flat plus Rev Share model is selected, the 90-day deferral applies to the flat component only; revenue share accrues from the first Net Revenue generated by the Project and is not deferred.

5.5 Revenue share. If the Rev Share model is selected, Licensee provides quarterly statements within 20 days after each calendar quarter and pays due amounts within 30 days after receipt of Licensor's invoice.

6. Ownership and Third-Party Notices

6.1 Ownership. Engine and SDK remain Licensor's property. No rights are granted except as stated.

6.2 Licensee content. The Project remains Licensee's property.

6.3 Open-source notices. Licensor provides notices for third-party open-source components included with the Engine. Licensee includes such notices when distributing the Runtime.

6.4 R&D origin. The Parties acknowledge that the Engine constitutes results of R&D activities developed by Licensor. Nothing herein transfers ownership except the rights expressly licensed.

7. Confidentiality

Each Party keeps the other's non-public information confidential and uses it only to perform this Agreement.

8. Warranties and Disclaimer

8.1 Conformity. For 90 days from delivery, the Engine will substantially conform to the description in Exhibit A.

8.2 Remedy. Licensor will repair, replace, or refund the fee for the affected component if reported within the warranty period. This is the exclusive remedy.

8.3 Disclaimer. Except as stated, the Engine and SDK are provided "as is" without other warranties.

9. Term and Termination

9.1 Term. Starts on the Effective Date and continues as specified in Exhibit B: perpetual runtime right for shipped versions and SDK use for [x] years unless terminated earlier.

9.2 Termination for cause. Either Party may terminate for material breach not cured within 30 days of notice.

9.3 Effect of termination. SDK use must cease. For Projects released before termination, Licensee retains a perpetual, royalty-free right to continue distributing those released versions with the embedded Runtime, called legacy distribution.

9.4 Return and deletion. On termination other than legacy distribution, Licensee deletes or returns SDK and non-embedded Engine materials.

10. Liability Cap

Except for willful misconduct, gross negligence, or amounts due under Section 5, each Party's aggregate liability is limited to fees paid by Licensee in the 12 months preceding the claim.

11. Compliance

Licensee complies with applicable laws including export controls and sanctions. The Engine and SDK do not require Licensor to process personal data by default. If Licensee elects to share any logs or data for support that may contain personal data, the Parties shall first execute a data processing addendum (DPA). Until then, Licensee remains the controller and no personal data is transferred to Licensor.

12. Publicity

12.1 Customer listing. Licensors may list Licensee's name and Project title as a customer reference. Case studies require Licensee's consent.

12.2 Screenshots and logos. Licensee grants Licensors a non-exclusive right to display the Project name and up to 3 screenshots for marketing.

12.3 Implementation listing. With Licensee's prior consent not to be unreasonably withheld, Licensors may list the Implementation Date.

13. Support and Updates

Scope and SLA are set out in Exhibit C. Minor Updates of the licensed major version are included during the support term defined there.

14. Audit

With 10 business days notice, a remote audit may occur no more than once per year to verify seat counts and scope. Underpayment over 5% is payable within 30 days. The Party in breach covers reasonable audit costs.

15. Assignment

No assignment without consent except to a successor in a merger or sale of substantially all assets related to the Project, provided the successor assumes obligations.

16. Governing Law and Venue

Poland. Laws of the Republic of Poland. Venue: Poznań.

17. Entire Agreement and Precedence

This Agreement with Exhibits A to F is the entire agreement and supersedes prior discussions. If there is a conflict, the main body prevails over Exhibits unless an Exhibit expressly states otherwise.

Authorized Signatures

Licensors: _____ Name and Title: _____ Date: _____

Licensee: _____ Name and Title: _____ Date: _____

Exhibit A – Product Description

Engine modules: negotiation and trade, microeconomy, macroeconomy, spatial and relations, investment, social policy, conflict.

Deliverables: SDK, Runtime binaries, configuration templates, example datasets, decision-trace schema.

Supported engines: Unity reference project and engine-agnostic adapter notes.

Platforms: Windows, macOS, Linux, Consoles, Mobile as applicable.

Version: [vX.Y].

Exhibit B – Commercial Terms (Indie)

Project title: [Working title]

Seats: [X] developers and 1 CI or build agent

Territory: Worldwide

Term: Perpetual runtime right for shipped versions. SDK use for [X] years.

License model (choose one):

- **Per-Project Flat:** Indie 1 500 EUR; Studio 4 900 EUR; Enterprise 12 000 EUR.
- **Per-Project Flat + Rev Share:** • Indie: 1 000 EUR + 1.5% of Net Revenue above 100 000 EUR (cap 25 000 EUR). • Studio: 3 000 EUR + 1.0% of Net Revenue above 500 000 EUR (cap 50 000 EUR). • Enterprise: 8 000 EUR + 0.5% of Net Revenue above 2 000 000 EUR (cap 100 000 EUR).
- **Subscription:** [amount/month or year] per Project for the Term; cancelable after [x] months.

Fees and schedule: Amounts and milestones

Invoicing details: Company and VAT

Notices: Email and contact

Exhibit C – Support and Updates

Integration assistance: 10 hours within 30 days post-delivery

Support channel and response: for example email with 2 business day response

Updates: Minor vX.* included for 12 months. Major upgrades optional

Optional services: tuning, telemetry dashboards, custom scenarios with rate card

Exhibit D – Acceptance Certificate and Implementation Confirmation

Project or Title: [●]

Engine Version or Commit: [vX.Y] [hash]

Delivery items: SDK access, Runtime binaries, license keys as per Exhibit A.

Implementation Date: [DD/MM/YYYY]

We confirm that as of the Implementation Date the License was granted and deliverables were provided enabling use of the Engine in the Project. Optional after 12 months: the Licensee confirms the Engine has been used within its business in connection with the Project.

For Licensor: [●] Date: [●]

For Licensee: [●] Date: [●]