

BEDROCKBUDDY CREATOR MIGRATION AGREEMENT

This BedrockBuddy Creator Migration Agreement (“**Agreement**”) is entered into this _____ (“**Effective Date**”) by and between InPvP Inc., a Delaware corporation and the operator of BedrockBuddy (“**Company**”), and _____, [an individual] [a _____] (“**Creator**”). Company and Creator are each a “**party**” and together the “**parties.**”

In consideration of the covenants, conditions, and terms set forth herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

- a. “**Ad Launch Date**” means the first date on which Company displays advertising on the Addon Pages and begins accruing the Revenue Share, as confirmed by Company to Creator in writing.
- b. “**Ad Launch Deadline**” means January 1, 2027.
- c. “**Addon**” means any add-on, behavior pack, resource pack, texture pack, map, world template, skin pack, script, or other content for Minecraft: Bedrock Edition, in any file format (including .mcaddon, .mcpack, .mcworld, .mctemplate, and .zip).
- d. “**Addon Pages**” means the pages on BedrockBuddy dedicated to a single item of Covered Content, including its listing page, its download page, and any download interstitial page for that item.
- e. “**BedrockBuddy**” means the website located at bedrockbuddy.com, and any successor domain, mobile application, or other service operated by Company for distributing Minecraft content.
- f. “**Covered Content**” means the Listed Addons, all Updates, and all Derivative Versions.
- g. “**Derivative Version**” means any Addon that is derived from, or is substantially similar in content, function, or appearance to, a Listed Addon, including any renamed, re-skinned, re-packaged, ported, translated, split, or combined version of a Listed Addon. An Addon is not a Derivative Version merely because it shares Creator’s general style, genre, or game mechanics that are common in Minecraft content.

- h. **“Exclusivity Period”** has the meaning set forth in Section 4(a).
- i. **“Listed Addons”** means the Addons listed in Exhibit A, as Exhibit A may be amended under Section 4(d), together with their Updates.
- j. **“Migration”** has the meaning set forth in Section 2(c), and **“Migration Completion Date”** means the date on which Company confirms in writing that the Migration is complete.
- k. **“Migration Payment”** has the meaning set forth in Section 3(a).
- l. **“Net Ad Revenue”** has the meaning set forth in Exhibit B.
- m. **“Other Platform”** means any website, application, marketplace, server, channel, or service other than BedrockBuddy, including MCPEDL, CurseForge, Modrinth, personal or third-party websites, blogs, Discord file attachments and Discord download links, file-hosting services (such as MediaFire, Google Drive, Dropbox, and MEGA), link shorteners and ad-link services, Patreon and other membership platforms, and other marketplaces.
- n. **“Outage”** means any period during which the BedrockBuddy website cannot be loaded, or the Listed Addons cannot be downloaded from their Addon Pages, by substantially all users, as shown by Company’s status records, independent third-party monitoring, or other reasonable evidence. [An Outage does not include: (i) scheduled maintenance announced on BedrockBuddy or to Creator at least forty-eight (48) hours in advance and lasting no more than [eight (8)] hours per occurrence; (ii) unavailability caused by Creator, or by any user’s own device or internet provider; or (iii) blocking of BedrockBuddy by a government or network operator in a particular country or region.]
- o. **“Revenue Share”** has the meaning set forth in Section 5(b).
- p. **“Update”** means any update, patch, fix, new version, compatibility release, expansion, or other modification of a Listed Addon released after the Effective Date.
- q. **“Verified Download Count”** means the total number of downloads of all Listed Addons across all Other Platforms, as verified by Company under Section 3(b) and stated in Exhibit A.

2. Migration.

- a. Publication. Within twenty-four (24) hours after the Effective Date (the date this Agreement is signed by both parties), Creator shall publish each Listed Addon on BedrockBuddy through Creator’s BedrockBuddy account, including its current

files, title, description, images, and version information. At Creator's request, Company may upload any Listed Addon on Creator's behalf from files supplied by Creator, and Creator shall remain responsible for that content.

- b. Removal from Other Platforms. Within twenty-four (24) hours after the Effective Date, Creator shall remove each Listed Addon from every Other Platform or, where an Other Platform does not permit removal, delete or disable every download file and download link so that the Listed Addon can no longer be downloaded there. Creator may keep an informational page or post on an Other Platform, provided it contains no download file and no download link other than a link to the Listed Addon's Addon Page on BedrockBuddy.
- c. Completion and Verification. When Creator believes Sections 2(a) and 2(b) are complete, Creator shall notify Company by email or Discord message. Within [ten (10)] business days after such notice, Company shall check each Listed Addon and either confirm in writing that the Migration is complete or identify the specific items that remain. Company shall not unreasonably withhold or delay its confirmation. The "**Migration**" is complete only when: (i) all Listed Addons are published on BedrockBuddy; (ii) all Listed Addons have been removed from, or made non-downloadable on, every Other Platform; and (iii) Company has verified and confirmed the foregoing in writing.
- d. Migration Deadline. If the Migration Completion Date has not occurred within [sixty (60)] days after the Effective Date (the "**Migration Deadline**"), other than because of Company's delay, Company may terminate this Agreement under Section 9(d)(iv), and no Migration Payment shall be owed.
- e. Third-Party Copies. Creator shall not be in breach of this Agreement because a third party posts a copy of any Covered Content without Creator's authorization, provided that Creator did not encourage or assist such posting and, upon becoming aware of it, Creator promptly notifies Company and uses reasonable efforts, including takedown requests, to have it removed. Such unauthorized copies shall not prevent the Migration from being complete if Creator has met this Section 2(e).

3. Migration Payment.

- a. Amount. In consideration of the Migration and the exclusivity in Section 4, Company shall pay Creator a one-time payment (the "**Migration Payment**") based on the Verified Download Count, as follows:
 - i. 500,000 through 2,999,999 downloads: one thousand U.S. dollars (US\$1,000);
 - ii. 3,000,000 through 5,000,000 downloads: two thousand U.S. dollars (US\$2,000); and

- iii. more than 5,000,000 downloads: three thousand U.S. dollars (US\$3,000), or such higher amount as is stated in Exhibit A.
- b. Verified Download Count. Before signing, Company shall verify the download figures publicly displayed for each Listed Addon on each Other Platform listed in Exhibit A, and may request screenshots, creator dashboard exports, or other reasonable evidence. Each listing is counted once. The Migration Payment amount stated in Exhibit A shall control, and a Creator whose Verified Download Count is below 500,000 is not eligible for a Migration Payment unless Exhibit A states an amount. The Verified Download Count and Migration Payment stated in Exhibit A are final, except as provided in Section 9(g) for download counts inflated by bots, incentivized downloads, or misrepresentation.
- c. Payment Timing. Company shall pay the Migration Payment in full within twenty-four (24) hours after the Migration Completion Date. No invoice is required. If Creator has not provided the tax form and payout details required under Sections 3(d) and 3(e) by the Migration Completion Date, this period shall begin when Company receives them.
- d. Payment Method. Company shall pay all amounts in U.S. dollars by PayPal, bank transfer, or wire to the payout account stated in Exhibit A, or in another manner mutually agreed upon by the parties. Any request to change the method of payment must be submitted to Company in writing. Creator will be responsible for all bank, transfer, and currency conversion fees. [ALTERNATIVE: Company shall bear all currency conversion and international transfer fees on such payments.]
- e. Taxes. Company will not be required to withhold any amounts for state or federal income tax or for FICA taxes from payments due to Creator, except as required by law, and Creator is solely responsible for all taxes of any kind on amounts paid under this Agreement. Creator shall provide Company with a completed IRS Form W-9 (for U.S. persons) or IRS Form W-8BEN or W-8BEN-E (for non-U.S. persons), as applicable, before the first payment, and Company may withhold any taxes required by law.
- f. Full Consideration. The Migration Payment and the Revenue Share are the full and complete consideration for the Migration, the exclusivity, and the rights granted under this Agreement. Creator shall not be entitled to any other payment absent Company's express written agreement.
- g. Not Repayable. Once paid, the Migration Payment is non-refundable and Creator shall not be required to repay any part of it for any reason, including termination by Creator under Section 9(c), except only as expressly provided in Sections 9(f) and 9(g).

4. Exclusivity.

- a. Exclusivity Period. The “**Exclusivity Period**” begins on the Effective Date and ends twenty-four (24) months after the Effective Date, unless it ends earlier under Section 6(d) or Section 9.
- b. Restriction. During the Exclusivity Period, Creator shall not, directly or indirectly, publish, upload, re-upload, mirror, link to a download of, or otherwise offer or make available for download any Covered Content on any Other Platform, and shall not authorize or permit any third party to do so. BedrockBuddy shall be the only place where the Covered Content is offered for download.
- c. Updates. During the Exclusivity Period, Creator shall publish all Updates on BedrockBuddy only, and each Update shall be part of the Listed Addon it updates. Creator is not required to create any Update.
- d. New Addons. New Addons that are not Derivative Versions are not covered by this Agreement, and Creator may publish them anywhere. A new Addon may be added to Exhibit A only by a written amendment signed by both parties, which shall state any additional payment.
- e. Advance Guidance. Before releasing a new Addon on an Other Platform, Creator may ask Company in writing whether Company considers it a Derivative Version. If Company does not object in writing within five (5) business days, the Addon shall be deemed not to be a Derivative Version.
- f. Permitted Activities. Nothing in this Section 4 restricts Creator from: (i) promoting the Covered Content anywhere with links to its Addon Pages; (ii) posting videos, screenshots, and descriptions of the Covered Content; (iii) privately sharing pre-release test builds with no more than [ten (10)] named testers, provided such builds are not made publicly available; (iv) using the Covered Content on a Minecraft server, Realm, or world operated by Creator, including where the server automatically sends resource packs to connecting players as part of gameplay; [or (v) distributing the Covered Content through the official Minecraft Marketplace under an agreement with Microsoft or Mojang].
- g. After the Exclusivity Period. When the Exclusivity Period ends, Creator may publish the Covered Content anywhere, the license in Section 7(b) shall become non-exclusive, and the Revenue Share shall continue for as long as the Covered Content remains on BedrockBuddy during the Term.

5. Ad Revenue Share.

- a. Ad Launch. Company shall begin displaying advertising on the Addon Pages and accruing the Revenue Share no later than the Ad Launch Deadline, and shall notify Creator of the Ad Launch Date in writing.

- b. Revenue Share. From the Ad Launch Date, and for so long as any Covered Content is available on BedrockBuddy during the Term, Company shall pay Creator seventy percent (70%) of Net Ad Revenue attributable to the Addon Pages (the “**Revenue Share**”), calculated, reported, and paid as set forth in Exhibit B.
- c. Ad Operations. Company shall control the selection of advertising partners and the formats, placement, and number of advertisements on BedrockBuddy. Company shall not place advertising inside any Covered Content file. Company shall comply with applicable advertising and privacy laws, including laws protecting children, and may limit or disable advertising for users it believes to be children, which may reduce Net Ad Revenue.
- d. Free Downloads. Company shall not charge end users any fee to download the Covered Content, and shall not place the Covered Content behind a paywall, without Creator’s prior written consent.
- e. Creator Conduct. Creator shall not generate, buy, or encourage artificial impressions, clicks, page views, or downloads, including through bots, click farms, or incentives to click advertisements. Any such activity is Invalid Activity under Exhibit B.
- f. No Guarantee. There is no guaranteed minimum Revenue Share. Company does not guarantee any level of traffic, downloads, or advertising revenue.

6. Hosting and Removal.

- a. Hosting and Attribution. During the Term, Company shall host the Covered Content, make it available for download free of charge on the Addon Pages, and credit Creator as its author, including a link to a website or social media profile of Creator’s choosing.
- b. Listings. Creator may edit the descriptions and images of its listings and upload Updates through its BedrockBuddy account. Company may make reasonable edits to listings for formatting, categories, and search, but shall not change the attribution of the Covered Content.
- c. Removal for Cause. Company may remove or disable any Covered Content only if Company determines in good faith that it: (i) contains malware or other harmful code; (ii) infringes, or is subject to a credible claim or takedown notice alleging that it infringes, any third party’s rights; (iii) violates applicable law, the Minecraft End User License Agreement or Usage Guidelines, or the BedrockBuddy content rules in effect on the Effective Date; or (iv) is the subject of a removal request from Microsoft or Mojang (each, a “**Removal for Cause**”). Company shall promptly notify Creator of the reason and, where the issue can be fixed, shall restore the Covered Content after Creator fixes it.

- d. Effect of Removal on Exclusivity. If any Listed Addon is removed from BedrockBuddy other than by Removal for Cause, or is not restored within thirty (30) days after Creator fixes the issue that led to a Removal for Cause, the Exclusivity Period shall end as to that Listed Addon and Creator may publish it anywhere.
- e. Security Review. Company may scan, test, and review any Covered Content before or after publication to protect BedrockBuddy and its users.

7. License and Ownership.

- a. Ownership. Creator shall retain all right, title, and interest in and to the Covered Content and Creator's names, usernames, and logos. Nothing in this Agreement assigns any ownership to Company.
- b. License to Company. Creator hereby grants Company a worldwide, royalty-free (other than the payments set forth herein) right and license during the Term to host, store, reproduce, distribute, make available for download, display, and promote the Covered Content on and in connection with BedrockBuddy; to create and use thumbnails, screenshots, preview images, short videos, descriptions, and metadata of the Covered Content to display and promote it and BedrockBuddy, including in search results, on social media, and in advertising; and to make technical changes needed for hosting (such as compression, file packaging, format conversion, and security scanning) that do not change the gameplay content. This license is exclusive with respect to distribution of the Covered Content for download during the Exclusivity Period, including as against Creator except as permitted by Section 4(f), and is non-exclusive for all other purposes and after the Exclusivity Period.
- c. Enforcement. During the Exclusivity Period, Creator authorizes Company to send takedown notices, on Creator's behalf, regarding unauthorized copies of the Covered Content on Other Platforms, and Creator shall reasonably cooperate with such notices at Company's expense. Company shall not bring any lawsuit in Creator's name without Creator's prior written consent.
- d. Service Providers and End Users. Company may sublicense the rights in Section 7(b) only to its hosting, content delivery, and other service providers, solely to operate BedrockBuddy. Company may permit end users to download and use the Covered Content for personal, non-commercial play in Minecraft, subject to BedrockBuddy's terms and any license terms Creator posts that are consistent with this Agreement. End users who downloaded Covered Content before termination may keep and continue to use it.
- e. Name and Likeness. Creator grants Company a non-exclusive right during the Term to use Creator's name, username, logo, avatar, and approved biography to attribute the Covered Content and to promote BedrockBuddy, including to announce that the Covered Content is available on BedrockBuddy, subject to Section 10(b).

- f. License to Creator. Company hereby grants Creator a non-exclusive, non-transferable, royalty-free right and license during the Term to use the BedrockBuddy name and logo solely to promote the Covered Content on BedrockBuddy.
- g. Company Property. Company shall retain all right, title, and interest in and to BedrockBuddy, its software, design, user accounts, and all data and analytics collected through BedrockBuddy, excluding the Covered Content.

8. Warranties; Indemnification; Limitation of Liability.

- a. Mutual Warranties. Each party represents and warrants that it has full power and authority to enter into and perform this Agreement, and that doing so will not violate any other agreement to which it is a party.
- b. Creator Warranties. Creator further represents and warrants that:
 - i. Creator is the sole author and owner of the Covered Content or has obtained all rights, licenses, and written consents needed to grant the rights in this Agreement, including from any collaborators and from the owners of any third-party textures, models, sounds, code, or other materials included in the Covered Content;
 - ii. the Covered Content does not infringe or misappropriate any third party's intellectual property, privacy, or publicity rights, and does not contain libelous or unlawful material;
 - iii. the Covered Content does not contain any virus, malware, spyware, ransomware, cryptocurrency miner, backdoor, or other harmful code, and does not collect user data or connect to external servers unless disclosed to and approved by Company in writing;
 - iv. the Covered Content complies with the Minecraft End User License Agreement, the Minecraft Usage Guidelines (including any commercial usage terms), and applicable law;
 - v. the Covered Content is not subject to any exclusive license, rewards program, or other agreement that conflicts with this Agreement;
 - vi. the download figures Creator has provided are accurate and were not inflated by bots, incentivized downloads, or other artificial means; and
 - vii. Creator is at least [thirteen (13)] years of age and, if Creator is under eighteen (18) years of age, Creator's parent or legal guardian has signed this Agreement under Section 11.

- c. Company Warranties. Company represents and warrants that it will operate BedrockBuddy and its advertising in material compliance with applicable law, and that it will not alter the gameplay content of the Covered Content or misattribute its authorship.
- d. Disclaimer. Except as expressly set forth herein, each party disclaims all warranties. Company does not guarantee any number of downloads, any level of traffic, or any amount of Revenue Share.
- e. Indemnification. Each party shall defend, indemnify, and hold harmless the other party and its owners, officers, employees, agents, affiliates, and assigns from and against any third-party claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of its breach of this Section 8 or its gross negligence or willful misconduct, including, in the case of Creator, any claim that the Covered Content infringes a third party's rights, contains harmful code, or violates the Minecraft End User License Agreement, and, in the case of Company, any claim arising from Company's operation of BedrockBuddy or its advertising (other than a claim caused by the Covered Content).
- f. Indemnification Procedure. The party seeking indemnification shall promptly notify the other party of the claim, allow the other party to control its defense and settlement (provided that no settlement may impose any obligation on the indemnified party without its consent), and provide reasonable cooperation at the other party's expense.
- g. Limitation of Liability. EXCEPT FOR INDEMNIFICATION OBLIGATIONS, BREACH OF SECTION 4 OR SECTION 10, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOST PROFITS, AND EACH PARTY'S TOTAL LIABILITY SHALL NOT EXCEED THE MIGRATION PAYMENT PLUS THE REVENUE SHARE PAID OR PAYABLE IN THE [TWELVE (12)] MONTHS PRECEDING THE CLAIM. THE FOREGOING DOES NOT LIMIT COMPANY'S OBLIGATION TO PAY AMOUNTS DUE OR CREATOR'S OBLIGATIONS UNDER SECTIONS 9(f) AND 9(g).

9. Term and Termination.

- a. Term. This Agreement shall commence on the Effective Date and continue through the end of the Exclusivity Period (the "**Initial Term**"). Thereafter, this Agreement shall continue until either party terminates it upon thirty (30) days' written notice to the other party. The Initial Term and any continuation are collectively the "**Term**."

- b. No Termination for Convenience. Neither party may terminate this Agreement during the Initial Term except as expressly provided in this Section 9.
- c. Termination by Creator. Creator may terminate this Agreement upon written notice to Company, effective immediately or on any later date stated in the notice, if:
 - i. Outage. BedrockBuddy experiences Outages totalling more than twelve (12) hours within any period of seventy-two (72) consecutive hours, whether in one Outage or several[, provided that Creator gives notice within thirty (30) days after the last such Outage ends];
 - ii. Ad Launch Failure. Company has not begun displaying advertising on the Addon Pages and accruing the Revenue Share by the Ad Launch Deadline [ALTERNATIVE: and made its first Revenue Share payment]. Creator may exercise this right at any time after the Ad Launch Deadline until the Ad Launch Date occurs;
 - iii. Shutdown or Delisting. Company ceases to operate BedrockBuddy, publicly announces that it will cease to operate BedrockBuddy, or stops hosting or making available for download any Listed Addon for more than [seventy-two (72) hours], other than by Removal for Cause or during an Outage;
 - iv. Breach. Company fails to pay any undisputed amount when due, or otherwise materially breaches this Agreement, and fails to cure such failure or breach within ten (10) days after written notice;
 - v. Insolvency. Company files for bankruptcy, has an involuntary bankruptcy petition filed against it that is not dismissed within sixty (60) days, makes an assignment for the benefit of creditors, has a receiver appointed for its business, or dissolves or winds up its business; or
 - vi. Revenue Share Suspension. After the Ad Launch Date, Company stops displaying advertising on the Addon Pages or stops accruing the Revenue Share for more than [sixty (60)] consecutive days, other than because of Invalid Activity attributable to Creator.
- d. Termination by Company. Company may terminate this Agreement upon written notice to Creator if:
 - i. Creator breaches Section 4, effective immediately, provided that for Creator's first breach, if the breach was inadvertent and Creator cures it within five (5) days after written notice, Company may not terminate for that breach;

- ii. the Covered Content contains harmful code in breach of Section 8(b)(iii), effective immediately;
 - iii. Creator breaches Section 8(b)(i), (ii), (iv), or (vi) and, if the breach can be cured, fails to cure it within ten (10) days after written notice;
 - iv. the Migration Completion Date has not occurred by the Migration Deadline under Section 2(d); or
 - v. Creator otherwise materially breaches this Agreement and fails to cure the breach within ten (10) days after written notice.
- e. Effect of Termination by Creator. Upon termination by Creator under Section 9(c), or upon expiration or termination of this Agreement under Section 9(a):
 - i. the Exclusivity Period and Section 4 shall end immediately, and Creator may republish the Covered Content anywhere;
 - ii. THE MIGRATION PAYMENT IS NOT REPAYABLE, IN WHOLE OR IN PART. If Creator completed Sections 2(a) and 2(b) and gave notice under Section 2(c) before such termination, Company shall pay the Migration Payment, if not already paid, within thirty (30) days after termination;
 - iii. Company shall pay all Revenue Share accrued through the effective date of termination, regardless of the payout threshold in Exhibit B, together with the Revenue Share on any Net Ad Revenue for that period that Company receives after termination, in accordance with Exhibit B; and
 - iv. the license in Section 7(b) shall end and Company shall remove the Covered Content from BedrockBuddy within seven (7) days, unless Creator elects in writing to keep the Covered Content on BedrockBuddy on a non-exclusive basis, in which case Sections 5, 6, and 7 shall continue for that Covered Content until either party gives thirty (30) days' written notice.
- f. Effect of Termination for Exclusivity Breach. Upon termination by Company under Section 9(d)(i):
 - i. Creator shall repay to Company, within thirty (30) days after written demand, a pro rata portion of the Migration Payment equal to the Migration Payment multiplied by the number of full months remaining in the Exclusivity Period on the date of the first breach, divided by twenty-four (24) [ALTERNATIVE: the full Migration Payment];

- ii. Creator shall forfeit all Revenue Share accrued but unpaid as of the effective date of termination [ALTERNATIVE: accrued from the date of the first breach];
 - iii. Company may immediately remove all Covered Content from BedrockBuddy;
 - iv. Company may set off any amount Creator owes Company against any amount Company owes Creator; and
 - v. the parties agree that the amounts in this Section 9(f) are a reasonable estimate of Company's damages, which would be difficult to determine, and are not a penalty. Company may also seek injunctive relief under Section 12(b) to stop the breach. [The amounts in this Section 9(f) are Company's sole monetary remedy for the breach.]
- g. Effect of Other Termination by Company. Upon termination by Company under Section 9(d)(ii) through (v), Section 4 shall end, Company may immediately remove any Covered Content, and Company shall pay all Revenue Share accrued through the effective date of termination, except Revenue Share attributable to Covered Content containing harmful code or to Invalid Activity. The Migration Payment shall not be repayable, except that if Company terminates under Section 9(d)(iii) because of a breach of Section 8(b)(vi), Creator shall repay the difference between the Migration Payment paid and the Migration Payment that would have applied under Section 3(a) to the correct download count (or the full Migration Payment, if the correct count is below 500,000). No Migration Payment is owed upon termination under Section 9(d)(iv).
- h. Survival. Sections 3(e), 3(g), 7(a), 7(d) (as to end-user copies), 8, 9(e) through 9(g), 10, 11, 12, and 13, and Exhibit B as to amounts accrued before termination, shall survive termination or expiration of this Agreement.

10. Confidentiality.

- a. Confidential Information. Each party shall keep confidential the financial terms of this Agreement, statements under Exhibit B, and other non-public information of the other party, including Discord messages relating to the foregoing, and shall use such information solely to perform under this Agreement, during the Term and for three (3) years thereafter. The foregoing does not apply to information that is public, already known, independently developed, or required by law to be disclosed, or to disclosures to a party's legal, tax, and financial advisors (or, for Creator, its parent or legal guardian) who are bound to keep it confidential.
- b. Public Statements. Creator may state publicly that the Covered Content is available on BedrockBuddy. Neither party shall otherwise make any public statement

regarding this Agreement without the other party's prior approval, which may be given by email or Discord message and shall not be unreasonably withheld.

11. Creators Under 18.

- a. Guardian Signature. If Creator is under eighteen (18) years of age, or under the age of majority where Creator lives, on the Effective Date, Creator's parent or legal guardian (the "**Guardian**") must sign this Agreement in the space provided. This Agreement shall not take effect until the Guardian has signed.
- b. Guardian Consent and Obligations. By signing, the Guardian represents that the Guardian has legal authority over Creator and has read this Agreement; consents to Creator entering into and performing this Agreement; agrees to be bound by this Agreement and to be responsible, jointly with Creator, for Creator's obligations under Sections 4, 8, 9(f), and 9(g); and agrees to supervise Creator's performance of this Agreement.
- c. Payments. All payments for a Creator under eighteen (18) years of age shall be made to the payout account designated by the Guardian in Exhibit A, to be held for Creator's benefit, and payment to that account shall satisfy Company's payment obligation. The Guardian shall provide any tax forms required under Section 3(e).
- d. Notices. Company may communicate with Creator directly about day-to-day matters, but any formal notice under this Agreement to a Creator under eighteen (18) years of age shall also be sent to the Guardian.
- e. [Court Approval]. If Company elects, at its expense, to seek court approval of this Agreement where such approval is available under applicable law, Creator and the Guardian shall reasonably cooperate.]

12. Choice of Law and Dispute Resolution.

- a. The parties hereby consent to the laws of the State of Delaware and agree that its laws will be used to interpret this Agreement, without regard to its conflict-of-laws principles.
- b. The parties hereby agree to submit any dispute they cannot resolve informally within twenty (20) days to final and binding arbitration administered by JAMS before a single arbitrator, conducted remotely. Each party waives any right to a jury trial or to participate in a class proceeding. Either party may seek injunctive relief in the courts of Delaware to protect its intellectual property or confidential information, or to enforce Section 4.

13. General.

- a. Entire Agreement and Modification. This Agreement, including Exhibits A and B, represents the entire agreement between the parties and supersedes all prior discussions, including Discord messages, concerning its subject matter. This Agreement may be modified only in a writing signed by both parties, except that corrections to the URLs listed in Exhibit A may be agreed by email or Discord message.
- b. Assignment. Neither party may assign this Agreement without the other party's prior written consent, except to an affiliate or to a successor to all or substantially all of its business, provided that the assignee agrees in writing to assume all of the assigning party's obligations under this Agreement.
- c. Independent Parties. The parties' relationship shall be that of independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship. Creator is not eligible to participate in any employee benefit plans of Company, and Company will not obtain workers' compensation or any other insurance on behalf of Creator.
- d. Severability. If one or more provisions of this Agreement are held to be unenforceable, the remaining provisions shall remain in full force and effect.
- e. Waiver. No waiver of any default or breach of this Agreement by either party will be deemed a continuing waiver or a waiver of any other breach or default, no matter how similar.
- f. Notice. Formal notices under this Agreement shall be sent by email to the addresses set forth in the signature block (and, for a Creator under eighteen (18) years of age, also to the Guardian), or by United States registered or certified mail or a recognized overnight carrier to the address set forth in the signature block. The date of electronic delivery or of deposit in the mail will be deemed the effective date of the notice. A party may change its notice details by notice to the other party.
- g. Force Majeure. Neither party shall be liable for any costs or damages due to delay or nonperformance under this Agreement arising out of any cause or event beyond such party's control, including, without limitation, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, or pandemics, as determined by the World Health Organization. This Section 13(g) does not excuse any payment obligation [and does not limit Creator's termination rights under Section 9(c)].
- h. Platform Rules. If any obligation hereunder conflicts with the rules of Microsoft or Mojang, such rules shall control, and the parties shall negotiate in good faith to amend this Agreement accordingly.
- i. Construction. Each party acknowledges that it has read this Agreement, has had the opportunity to review it with an attorney of its choice, and has agreed to all its

terms. Any ambiguity in this Agreement, including its Exhibits, shall not be construed for or against any party on the basis that such party did or did not author it.

- j. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. Each party agrees that this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties hereby execute this Agreement by and through their respective and duly authorized representatives.

INPVP INC.

CREATOR

Name: Mohamed Weheba

Name: _____

Title: Chief Executive Officer

Creator name/username: _____

Date: _____

Title (if an entity): _____

Email: mohamed@weheba.net

Date: _____

Address: 8 The Green Ste B, Dover,

Email: _____

Delaware 19901, USA

Discord: _____

Address: _____

PARENT OR LEGAL GUARDIAN (required if Creator is under 18 years of age)

I am the parent or legal guardian of Creator. I have read this Agreement, consent to Creator entering into it, and agree to be bound by Section 11.

_____	Email: _____
Name: _____	Phone: _____
Relationship to Creator: _____	Address: _____
Date: _____	_____

EXHIBIT A

Listed Addons and Migration Payment

Creator details

Legal name: _____

Creator name/username: _____

Individual or entity (if an entity, type and state/country of formation): _____

Country of residence: _____

Creator is under 18 years of age: ☐ Yes ☐ No (if Yes, the Guardian must sign)

BedrockBuddy account username: _____

Listed Addons

No.	Addon name	MCPEDL URL	CurseForge URL	Other URLs	Downloads (as of Verification Date)
1					
2					
3					
4					
5					
Total (Verified Download Count)					

Add rows as needed.

Download verification

Verified Download Count: _____

Verification Date: _____

Verified by (Company): _____

Method: ☐ Public platform counters ☐ Creator dashboard export ☐ Screenshots ☐ Other:

Migration Payment (Section 3(a))

☐ 500,000 through 2,999,999 downloads: US\$1,000

☐ 3,000,000 through 5,000,000 downloads: US\$2,000

☐ More than 5,000,000 downloads: US\$3,000, or the higher amount agreed below

Agreed Migration Payment: US\$ _____

Method of Payment

☐ PayPal: _____

☐ Bank transfer / wire (details provided separately and securely): _____

Payee name (the Guardian, if Creator is under 18): _____

Tax form provided: ☐ IRS Form W-9 ☐ IRS Form W-8BEN ☐ IRS Form W-8BEN-E

Initials: Company _____ Creator _____ Guardian (if applicable) _____

EXHIBIT B

Revenue Share Terms

1. Gross Ad Revenue. “**Gross Ad Revenue**” means amounts actually earned by Company from advertising networks, exchanges, and advertisers for advertisements displayed on BedrockBuddy.
2. Net Ad Revenue. “**Net Ad Revenue**” means Gross Ad Revenue attributable to the Addon Pages under Section 3 of this Exhibit B, less: (a) fees, commissions, and revenue shares charged or retained by advertising networks, ad servers, and ad management providers, to the extent not already deducted; (b) amounts deducted, withheld, or clawed back for invalid traffic, fraud, or advertising policy violations; (c) refunds, credits, and chargebacks; and (d) sales, use, and similar taxes. Company’s own costs, including hosting, bandwidth, staff, development, and overhead, shall not be deducted.
3. Attribution. Gross Ad Revenue is attributable to the Addon Pages if it is earned from advertisements displayed on the Addon Pages. Where an advertising partner reports revenue by page, URL, or ad unit, Company shall use that reporting. Where revenue is reported only for BedrockBuddy as a whole or for groups of pages, Company shall allocate it to the Addon Pages in proportion to the advertising impressions served on the Addon Pages, as measured by Company. Revenue from pages not dedicated to a single item of Covered Content, such as the home page, search results, category pages, and collections, is not attributable to the Addon Pages. Company’s figures shall determine the amounts payable absent manifest error.
4. Invalid Activity. Company may withhold or reverse the Revenue Share for any activity it determines in good faith to be fraudulent or artificial (“**Invalid Activity**”), including activity generated by bots, click farms, incentivized clicks, or traffic purchased by or for Creator, and may offset any overpayment against future amounts due.
5. Monthly Statements. Revenue Share shall accrue over each calendar month. Within fifteen (15) days after the end of each calendar month, Company shall make available to Creator, by email or in Creator’s BedrockBuddy dashboard, a statement showing, for each Listed Addon, the page views and advertising impressions on its Addon Pages, the Gross Ad Revenue attributable to the Addon Pages, the deductions under Section 2 of this Exhibit B by category, the Net Ad Revenue, the Revenue Share, any withheld or reversed amounts, any balance carried forward, and the amount due.
6. Payment Timing. Company shall pay the amount due for each calendar month within [sixty (60)] days after the end of such month or, if later, within fifteen (15) days after Company receives payment from the relevant advertising partner.
7. Payout Threshold. If the amount due for a month is less than [fifty U.S. dollars (US\$50)], it shall be carried forward and added to the next month until the threshold is reached. Company shall pay any carried-forward balance, regardless of the threshold, [at least once every twelve (12) months and] upon termination or expiration of this Agreement. Payments shall be made by the method stated in Exhibit A, and Sections 3(d) and 3(e) of the Agreement shall apply.

8. Disputes. Creator must raise any dispute regarding a statement within sixty (60) days after it is made available. The parties shall work in good faith to resolve the dispute, and Company shall pay any undisputed amount when due.
9. Inquiries. Creator may ask reasonable written questions about any statement. Company shall respond within fifteen (15) business days with reasonable supporting detail, which may include redacted extracts of advertising partner reports.
10. Audit. Once per calendar year, upon thirty (30) days' written notice and at its own cost, Creator may engage an independent accountant, bound by confidentiality obligations reasonably acceptable to Company, to verify the Revenue Share paid for the preceding twelve (12) months, including the advertising partner reports and the attribution records used under Section 3 of this Exhibit B, provided that personal data shall be redacted or hashed as reasonably required by applicable privacy law. Such review shall exclude Company's source code and the internal methodology of its anti-fraud systems. If the review reveals an underpayment, Company shall pay the shortfall, and if such underpayment exceeds five percent (5%), Company shall also pay the reasonable cost of the review.
11. Overpayments. Company may offset any overpayment of the Revenue Share against future amounts due to Creator.