

THE STEPHANIE MICHAELS SOFTWARE COMPANY™

Univah SDK™ 1.0.0

Commercial Software Development Kit (SDK) License Agreement

This is the royalty schedule for applications you build with the Univah SDK. The install EULA points here. It does not repeat this schedule.

Seat access is $200 per month or $1,327 per year. Royalties begin after $250,000 in lifetime gross revenue.

Section 1: Definitions and Gross Revenue Calculations

1.1 Commercial Product

Any software application, executable, real-time interactive media, game, visual effects tool, or digital solution created, compiled, or rendered in whole or in part using the SDK.

1.2 Gross Revenue

All revenue actually received or recognized by the Licensee, its affiliates, or distribution partners from the commercial exploitation of the Commercial Product, calculated on a cumulative lifetime basis.

Inclusions. Gross Revenue includes, without limitation, direct sales, end-user subscription fees, digital download fees, in-app purchases, downloadable content (DLC), microtransactions, enterprise licensing fees, hosting or maintenance contracts, and advertising or sponsorship revenues generated directly by or within the Commercial Product.

Exclusions. Gross Revenue excludes only:

- Mandatory sales, value-added (VAT), or excise taxes collected from end-users and remitted directly to governmental taxing authorities.
- Actual, documented platform store fees directly deducted by third-party storefronts (for example Apple App Store, Google Play, Steam, Microsoft Store) up to a maximum platform fee deduction of 30%.
- Actual, documented refunds and chargebacks processed for end-users.

Section 2: Royalty Rates, Floor Thresholds and Royalty Caps

$200 / month
or $1,327 per year, per seat. Development tool access. Not credited against royalties.

$250,000
Lifetime gross revenue with no royalty. The floor is per Commercial Product.

3.5%
On gross revenue above the $250,000 floor.

$150,000
Most royalties owed for one product in one calendar year.

2.1 Development Tool Access Fee

Licensee pays $200 per month or $1,327 per year per seat for development access to the SDK tooling. Development tool fees are non-refundable and do not offset or credit against future royalty obligations.

2.2 Royalty Exemption Floor

No royalties are owed on the first $250,000 USD in cumulative lifetime Gross Revenue generated by a Commercial Product.

2.3 Standard Royalty Rate

Once cumulative lifetime Gross Revenue exceeds $250,000 USD, Licensee shall pay a royalty of 3.5% on all Gross Revenue earned above the exemption floor.

2.4 Royalty Cap Options

Annual royalty cap per product. Total royalties payable for a single Commercial Product shall not exceed $150,000 USD within any single calendar year. Once the $150,000 annual cap is reached in a calendar year, further Gross

Revenue generated within that same calendar year shall be royalty-free (0%).

Lifetime buyout option. Licensee may elect at any time to upgrade to an Enterprise Royalty-Free License for a one-time fee of $50,000 USD per Commercial Product, which permanently waives all future royalty obligations and reporting requirements for that specific product release.

Section 3: Reporting Schedules, Payment Terms and Auditing

3.1 Reporting Schedule

Royalty reporting is required on a quarterly calendar basis for any Commercial Product that has achieved commercial release or reached $100,000 USD in cumulative Gross Revenue. Reports must be submitted within forty-five (45) calendar days following the end of each calendar quarter.

Calendar period	Quarter ending	Report and payment due
Q1	March 31	May 15
Q2	June 30	August 14
Q3	September 30	November 14
Q4	December 31	February 14

3.2 Zero-Royalty Reporting

Even if Gross Revenue for a quarter is below the royalty threshold or zero, Licensee must submit a standard quarter-end verification statement certifying Gross Revenue status until the product reaches the Royalty Cap or Enterprise Buyout tier.

3.3 Late Payment Interest

Any royalty amounts not paid when due shall accrue interest at the rate of 1.5% per month (18% per annum) or the maximum legal rate permitted by law, whichever is lower, calculated daily from the due date until paid in full.

3.4 Audit Rights

The licensing entity reserves the right, upon thirty (30) days' advance written notice, to inspect and audit Licensee's accounting records relating to Gross Revenue derived from the Commercial Product. Audits shall occur no more than once per calendar year during normal business hours. If an audit reveals an underpayment of royalties exceeding 5% for any reporting period, Licensee shall immediately pay the underpaid amount plus the reasonable costs of the audit.