

# DREAMPARK PLATFORM

## Content Developer Revenue Sharing Agreement

This Content Developer Revenue Sharing Agreement (the “**RSA**” or “**Agreement**”) is entered into as of the date set forth on the signature page (the “**RSA Effective Date**”), by and between:

**Dream Park Immersive, Inc.**, a Delaware corporation (“**DreamPark**” or “**Company**”); and

The content developer identified on the signature page (“**Developer**”).

Each a “**Party**” and collectively the “**Parties.**”

### RECITALS

**WHEREAS**, DreamPark operates a mixed reality entertainment platform (the “**Platform**”) deployed at physical venues through operator partnerships, self-service DreamBox kiosks, and other distribution channels;

**WHEREAS**, Developer has created or is creating a content title (the “**Title**”) for the Platform pursuant to a separate Work-for-Hire Game Development Agreement or similar engagement agreement between the Parties;

**WHEREAS**, the Parties wish to establish terms under which Developer may receive a share of revenue generated by the Title on the Platform, subject to the conditions herein;

**WHEREAS**, the Parties acknowledge that DreamPark's revenue models, pricing structures, and operator arrangements are evolving, and this Agreement is designed to accommodate multiple and changing revenue models without requiring renegotiation of the core revenue-sharing framework;

**NOW, THEREFORE**, in consideration of the mutual promises and for good and valuable consideration, the Parties agree as follows:

## 1. DEFINITIONS

“**Title**” means the content experience identified in Exhibit A, including all updates, patches, DLC, and derivative content released under the same title.

“**Operator**” means any third-party venue owner, landlord, franchisee, or business partner that operates a DreamPark venue or DreamBox kiosk at a physical location.

“**Location**” means a specific physical venue, site, or DreamBox kiosk deployment where the Platform is operational and the Title is available to end users.

“**Gross Revenue**” means the total revenue received or receivable by any party in the value chain (Operator, DreamPark, or payment processor) from end users in connection with access to the Title at any Location. Gross Revenue includes, without limitation, revenue from any of the following pricing models (whether currently in use or adopted in the future):

- **Ticket-based:** Fixed-price tickets (single-experience or park-wide admission)

- **Per-minute / time-based:** Metered usage charged by time spent in the experience
- **Per-session:** Flat fee per play session or match
- **Subscription / pass:** Recurring access passes (daily, weekly, monthly, annual)
- **Bundled admission:** Multi-experience tickets where multiple Titles are included
- **DreamBox self-service:** Revenue collected via DreamBox kiosk for the Title
- **Any other model:** Any future pricing mechanism not yet conceived, so long as it generates revenue attributable (directly or by allocation) to the Title

“**Operator Share**” means the portion of Gross Revenue retained by or paid to the Operator for a given Location, as determined by the applicable Operator Agreement for that Location. The Operator Share varies by Location and is negotiated independently between DreamPark and each Operator.

“**DreamPark Gross Share**” means the portion of Gross Revenue received by DreamPark after the Operator Share has been deducted:

$$\text{DreamPark Gross Share} = \text{Gross Revenue} - \text{Operator Share}$$

“**Platform Costs**” means the direct, documented costs incurred by DreamPark in operating the Platform and making the Title available at Locations, including but not limited to:

- Payment processing fees (credit card fees, DreamBox transaction fees)
- Cloud infrastructure, server hosting, and DreamBox relay/edge compute costs directly attributable to the Title
- Platform licensing fees (Meta, Unity, or other third-party platform fees)
- Insurance costs directly attributable to venue operations
- Hardware depreciation for DreamPark-owned equipment deployed at Locations (headsets, DreamBox kiosks, networking gear)
- Electricity and connectivity costs where paid by DreamPark (not Operator)
- Content delivery and update distribution costs

Platform Costs do **not** include: DreamPark employee salaries, office rent, marketing spend, R&D costs, legal fees, or any other general overhead not directly tied to operating the Title at Locations. A detailed breakdown of Platform Costs shall be provided with each revenue report.

“**Net Distributable Revenue**” (or “**NDR**”) means the amount available for sharing between DreamPark and Developer after all upstream costs are deducted:

$$\text{NDR} = \text{DreamPark Gross Share} - \text{Platform Costs}$$

**If NDR is zero or negative for any reporting period, no payment is due to Developer for that period.** Negative NDR does not carry forward as a debt to Developer; each period is calculated independently. DreamPark is never obligated to pay Developer from its own funds if revenue does not cover costs.

“**Developer Share**” means the percentage of NDR payable to Developer, as set forth in Section 3.

“**Operator Agreement**” means the separate agreement between DreamPark and an Operator governing the commercial terms of a specific Location.

“**Reporting Period**” means one calendar month, unless otherwise specified in Exhibit A.

## 2. REVENUE WATERFALL

### 2.1 Revenue Flow

Revenue generated by the Title shall flow through the following waterfall, applied per-Location and aggregated across all Locations for each Reporting Period:

Step	Description	Formula
1	End user pays for access (ticket, per-minute, per-session, etc.)	= Gross Revenue
2	Operator retains their negotiated share	- Operator Share (varies by Location)
3	DreamPark receives its portion	= DreamPark Gross Share
4	Direct platform operating costs are deducted	- Platform Costs
5	Remainder is split between DreamPark and Developer	= Net Distributable Revenue (NDR)
6	Developer receives their share of NDR	Developer Payment = NDR x Developer Share %

### 2.2 Worked Example

*The following is illustrative only and does not guarantee any specific revenue outcome.*

	Scenario A: Ticket Model	Scenario B: Per-Minute Model	Scenario C: DreamBox Self-Service
<b>Gross Revenue</b>	\$10,000	\$8,000	\$12,000
<b>Operator Share (40%)</b>	-\$4,000	-\$3,200	-\$0 (DreamPark-owned kiosk)
<b>DreamPark Gross Share</b>	= \$6,000	= \$4,800	= \$12,000
<b>Platform Costs</b>	-\$800	-\$600	-\$1,500
<b>NDR</b>	= \$5,200	= \$4,200	= \$10,500
<b>Developer Share (50%)</b>	= \$2,600	= \$2,100	= \$5,250
<b>DreamPark Retains</b>	= \$2,600	= \$2,100	= \$5,250

### 2.3 Revenue Attribution for Bundled Access

When end users purchase bundled admission (e.g., a single ticket grants access to multiple Titles in a park), Gross Revenue for the Title shall be calculated using one of the following attribution methods, selected by DreamPark in good faith and applied consistently:

- **Time-weighted attribution:** Gross Revenue is allocated to each Title proportionally based on the time each end user actually spent in that Title during the session. *(Preferred method when per-Title time tracking is*

available.)

- **Equal split:** Gross Revenue is divided equally among all Titles available at the Location during the reporting period.
- **Session-count attribution:** Gross Revenue is allocated proportionally based on the number of unique sessions initiated in each Title.

DreamPark shall disclose the attribution method used in each revenue report. If DreamPark changes the attribution method, it shall provide Developer thirty (30) days' written notice before the change takes effect. Developer may request a review of the attribution method annually.

## 2.4 Per-Minute and Time-Based Models

Where revenue is generated on a per-minute or time-based model, Gross Revenue attributable to the Title shall be calculated as the total minutes spent by end users in the Title multiplied by the applicable per-minute rate. DreamPark shall maintain time-tracking systems capable of measuring per-Title usage with reasonable accuracy.

## 2.5 DreamBox Self-Service Revenue

Where a DreamBox kiosk is owned and operated by DreamPark (no third-party Operator), the Operator Share is zero. However, DreamPark may designate a reasonable landlord or venue-access fee as a component of Platform Costs for that Location, reflecting rent or lease costs for the physical space. This fee shall be documented in the revenue report.

# 3. DEVELOPER SHARE

## 3.1 Revenue Split

Developer shall receive the percentage of Net Distributable Revenue (NDR) specified in Exhibit A (the “**Developer Share**”) for the Title across **all Locations globally** where the Title is deployed.

## 3.2 Scope

The Developer Share applies to all revenue generated by the Title at every Location where it is available, regardless of the Operator Agreement terms at that Location. Developer's share is always calculated from NDR (after Operator Share and Platform Costs), not from Gross Revenue.

## 3.3 No Guaranteed Minimum

This Agreement does not guarantee any minimum revenue, minimum number of Locations, minimum deployment duration, or minimum end-user traffic. Developer's revenue share is entirely contingent on actual revenue generated. **DreamPark is never obligated to pay Developer from its own funds.** If NDR is zero or negative in any Reporting Period, Developer receives nothing for that period.

## 3.4 No Debt or Carry-Forward

If Platform Costs exceed DreamPark Gross Share in any Reporting Period (resulting in negative NDR), the deficit does not carry forward to future periods. Each Reporting Period is calculated independently. DreamPark shall not accumulate a debt obligation to Developer, and Developer shall not accumulate a debt obligation to DreamPark.

## 3.5 Adjustments to Developer Share

The Developer Share percentage may be adjusted by mutual written agreement. DreamPark may propose adjustments in the event of material changes to the Platform's economics, Operator relationships, or market conditions. Neither Party is obligated to agree to adjustments.

## 4. CONDITIONS PRECEDENT TO REVENUE SHARING

Developer's entitlement to the Developer Share is contingent upon the ongoing satisfaction of ALL of the following conditions:

- **Final Acceptance:** DreamPark has issued written notice of Final Acceptance of the Title under the applicable Development Agreement.
- **No Material Breach:** Developer is not in material breach of this Agreement or the Development Agreement.
- **Ongoing Support:** Developer continues to provide post-release support, maintenance, bug fixes, and content updates as described in Section 5.
- **Platform Compliance:** The Title remains in compliance with DreamPark Platform guidelines, Meta Quest policies, and all applicable laws.
- **Quality Standards:** The Title continues to meet the performance benchmarks defined in the Development Agreement (or updated benchmarks mutually agreed upon).

If any condition ceases to be satisfied, DreamPark may **suspend** revenue share payments upon written notice. Payments resume when the condition is cured. If the condition is not cured within sixty (60) calendar days, DreamPark may **terminate** this Agreement under Section 9.

## 5. DEVELOPER POST-RELEASE OBLIGATIONS

### 5.1 Ongoing Support

For so long as Developer is receiving revenue share payments, Developer shall:

- Respond to critical bug reports (P0: game-breaking, crash, security) within twenty-four (24) hours and deliver a fix within seventy-two (72) hours
- Respond to major bug reports (P1: significant gameplay impact) within forty-eight (48) hours and deliver a fix within seven (7) calendar days
- Provide platform compatibility updates within thirty (30) days of a new Quest OS version, Unity version, or DreamPark SDK version
- Maintain the Title's performance at or above the benchmarks defined in the Development Agreement as the Platform, hardware, and OS evolve
- Participate in reasonable QA and testing cycles for Platform updates

### 5.2 Content Updates

Developer shall use commercially reasonable efforts to provide content updates, new features, game modes, balance adjustments, and quality-of-life improvements on a cadence mutually agreed upon by the Parties. The specific scope and frequency of content updates may be defined in Exhibit A or amended by mutual written agreement.

### 5.3 Support Hours and Compensation

Post-release support and maintenance work shall be performed at Developer's own expense and is considered part of the value exchange for the revenue share. Major new content development or feature additions beyond the original scope of the Title may be subject to separate compensation as mutually agreed.

### 5.4 DreamPark's Right to Supplement

DreamPark retains the right to engage other developers or internal staff to perform maintenance, bug fixes, or content development on the Title at any time, including while Developer is providing support. DreamPark shall provide reasonable notice and coordinate with Developer to avoid conflicts. DreamPark's engagement of supplemental developers does not, by itself, reduce or terminate Developer's revenue share.

## 6. REPORTING AND PAYMENT

### 6.1 Revenue Reports

DreamPark shall provide Developer with a revenue report within thirty (30) calendar days after the end of each Reporting Period. Each report shall include, at minimum:

- Gross Revenue for the Title, broken out by Location
- Revenue model used at each Location (ticket, per-minute, per-session, etc.)
- Attribution method used for bundled access, if applicable
- Operator Share deducted, by Location (percentage and dollar amount)
- DreamPark Gross Share, by Location and in aggregate
- Itemized Platform Costs with descriptions
- Net Distributable Revenue (NDR) calculation
- Developer Share amount due
- Number of unique sessions, total minutes played, and unique users for the Title (where available)

### 6.2 Payment

DreamPark shall pay the Developer Share within **forty-five (45) calendar days** after the end of each Reporting Period, via wire transfer, ACH, or other mutually agreed payment method. If the Developer Share for a Reporting Period is less than **\$100.00 USD**, DreamPark may defer payment and roll the amount into the next period until the cumulative amount exceeds the minimum threshold.

### 6.3 Currency

All calculations and payments shall be in United States Dollars (USD). Revenue collected in foreign currencies shall be converted to USD at the average exchange rate for the Reporting Period as published by the Federal Reserve or a comparable source.

### 6.4 Taxes

Developer is responsible for all taxes on payments received under this Agreement. DreamPark may withhold taxes as required by law. Developer shall provide DreamPark with a completed W-9 (or W-8BEN for international developers) prior to the first payment.

## 7. AUDIT RIGHTS

### 7.1 Developer Audit Right

Developer may, at Developer's own expense, engage an independent certified public accountant to audit DreamPark's books and records relating to the calculation of Gross Revenue, Platform Costs, NDR, and Developer Share. Audits may be conducted no more than once per twelve (12) month period, upon thirty (30) days' written

notice, during DreamPark's normal business hours.

## **7.2 Underpayment**

If an audit reveals an underpayment of five percent (5%) or more for any Reporting Period, DreamPark shall: (a) promptly pay the deficiency plus simple interest at 1.5% per month from the date the payment was originally due; and (b) reimburse Developer's reasonable audit costs for that audit. If the underpayment is less than 5%, DreamPark shall pay the deficiency without interest, and Developer shall bear its own audit costs.

## **7.3 Records Retention**

DreamPark shall maintain complete and accurate records of all revenue, costs, and calculations under this Agreement for a period of three (3) years from the end of each Reporting Period.

## 8. CHANGES TO BUSINESS MODEL AND PRICING

### 8.1 DreamPark's Right to Modify Pricing

DreamPark retains sole discretion over pricing, packaging, bundling, promotions, and distribution of the Title and the Platform. DreamPark may change the pricing model (e.g., from tickets to per-minute), adjust prices, offer discounts or promotions, bundle the Title with other experiences, or deploy the Title at new Locations without Developer's prior consent. DreamPark shall provide Developer with reasonable advance notice of material pricing changes.

### 8.2 New Revenue Models

If DreamPark introduces a revenue model not contemplated by the definitions in Section 1, the Parties shall negotiate in good faith to determine how Gross Revenue is calculated under the new model. Until agreement is reached, DreamPark shall apply the closest analogous attribution method and disclose it in the revenue report. If no agreement is reached within ninety (90) days, either Party may invoke the dispute resolution process in Section 11.

### 8.3 Operator Agreement Changes

DreamPark negotiates Operator Agreements independently and may agree to different splits at different Locations. Developer acknowledges that the Operator Share may range from 0% (DreamPark-owned kiosks) to 75% or more (high-value venue partnerships), and that DreamPark is under no obligation to negotiate Operator terms favorable to Developer. Developer's remedy for unfavorable economics is the ability to terminate this Agreement per Section 9.

### 8.4 Free or Promotional Use

DreamPark may offer the Title for free or at reduced rates for promotional purposes, demos, trade shows, press events, or investor demonstrations. No Gross Revenue is generated from free usage, and no Developer Share is payable on promotional access. DreamPark shall not offer the Title for free to paying end users for more than fourteen (14) consecutive days per Location without Developer's consent.

### 8.5 Title Removal

DreamPark may remove the Title from specific Locations or from the Platform entirely at its sole discretion, for any reason including performance issues, Operator requests, strategic changes, or end-of-life decisions. Removal of the Title from all Locations for more than ninety (90) consecutive days constitutes constructive termination, and Developer may terminate this Agreement per Section 9.3.

## 9. TERM AND TERMINATION

### 9.1 Term

This Agreement shall commence on the RSA Effective Date and continue for an initial term of **two (2) years** (the "**Initial Term**"). Thereafter, the Agreement shall automatically renew for successive one (1) year periods (each a "**Renewal Term**"), unless either Party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term.

### 9.2 Termination by DreamPark

DreamPark may terminate this Agreement:

- **For Cause:** Immediately upon written notice if Developer materially breaches this Agreement (including failure to provide post-release support per Section 5) and fails to cure within thirty (30) days of written notice.

- **For Convenience:** Upon ninety (90) days' written notice for any reason.
- **For Abandonment:** Immediately if Developer fails to respond to critical bug reports for seven (7) consecutive days or fails to deliver platform compatibility updates within sixty (60) days of the deadline.

### 9.3 Termination by Developer

Developer may terminate this Agreement:

- **For Cause:** If DreamPark fails to provide revenue reports for two (2) consecutive Reporting Periods, or fails to make undisputed payments within sixty (60) days of the due date, and fails to cure within thirty (30) days of written notice.
- **For Convenience:** Upon ninety (90) days' written notice, subject to Section 9.5.
- **Constructive Termination:** If the Title is removed from all Locations for more than ninety (90) consecutive days per Section 8.5.

### 9.4 Effects of Termination

Upon termination or expiration:

- Developer shall receive payment for all accrued, unpaid Developer Share through the termination date.
- DreamPark retains all rights to the Title granted under the Development Agreement (work-for-hire and IP assignment survive independently of this RSA).
- DreamPark may continue to operate, distribute, and monetize the Title without any further obligation to Developer.
- Developer's post-release support obligations under Section 5 cease.
- Sections 7 (Audit Rights), 10 (Confidentiality), and 11 (Dispute Resolution) survive termination.

### 9.5 Transition Period

If Developer terminates for convenience, Developer shall continue to provide critical bug fix support (P0 issues only) during the ninety (90) day notice period at no additional cost. DreamPark may use this period to transition maintenance to internal staff or a replacement developer.

## 10. CONFIDENTIALITY

All revenue data, Operator Agreement terms, pricing structures, financial projections, and business strategies disclosed under this Agreement are Confidential Information. Developer shall not disclose Gross Revenue, NDR, Operator Share percentages, or any financial details of this arrangement to any third party without DreamPark's prior written consent. Confidentiality obligations survive for three (3) years after termination.

## 11. DISPUTE RESOLUTION

Disputes arising under this Agreement shall be resolved first by good faith negotiation for thirty (30) days, then by non-binding mediation in San Francisco, California. If mediation fails, disputes shall be resolved by binding arbitration administered by JAMS under its Streamlined Arbitration Rules. The arbitrator's decision shall be final and binding. This Agreement is governed by the laws of the State of California. Either Party may seek injunctive relief in any court of competent jurisdiction to prevent irreparable harm.

## 12. GENERAL PROVISIONS

### 12.1 Relationship to Development Agreement

This RSA is a standalone agreement that supplements but does not modify the Development Agreement between the Parties. In the event of a conflict between this RSA and the Development Agreement, the Development Agreement controls with respect to IP, work product ownership, and development obligations; this RSA controls with respect to revenue sharing, payment, and post-release commercial terms.

### 12.2 Independent Contractors

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship.

### 12.3 Assignment

Developer may not assign this Agreement without DreamPark's prior written consent. DreamPark may assign this Agreement in connection with a merger, acquisition, or sale of substantially all assets.

### 12.4 Amendment

This Agreement may only be amended by a written instrument signed by both Parties.

### 12.5 Severability

If any provision is found invalid, the remaining provisions continue in full force.

### 12.6 Entire Agreement

This Agreement, together with its Exhibits and the Development Agreement, constitutes the entire agreement between the Parties regarding revenue sharing for the Title and supersedes all prior negotiations and agreements on this subject.

### 12.7 Notices

All formal notices shall be sent by email to:

- DreamPark: **aidan@dreampark.app**
- Developer: **[DEVELOPER EMAIL]**

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### IN WITNESS WHEREOF

the Parties have executed this Agreement as of the RSA Effective Date.

#### DREAMPARK

Dream Park Immersive, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

#### DEVELOPER

[DEVELOPER NAME]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT A

## Title and Commercial Terms

Field	Value
<b>Title Name</b>	[TITLE NAME]
<b>Developer</b>	[DEVELOPER NAME / ENTITY]
<b>Development Agreement Reference</b>	[Date and title of the applicable Development Agreement]
<b>Developer Share</b>	[X]% of Net Distributable Revenue (NDR)
<b>Reporting Period</b>	Calendar month
<b>Payment Threshold</b>	\$100.00 USD minimum per payment
<b>Payment Method</b>	Wire / ACH to Developer's designated account
<b>Initial Term</b>	2 years from RSA Effective Date
<b>Revenue Attribution Method (Bundled)</b>	Time-weighted attribution (preferred) or as specified per report
<b>Post-Release Support Cadence</b>	P0: 24hr response / 72hr fix P1: 48hr response / 7-day fix Platform updates: 30 days
<b>Content Update Expectation</b>	[To be mutually agreed, e.g., quarterly content updates]