

SETTLEMENT AGREEMENT

This Settlement Agreement is made by the Alabama Attorney General, on behalf of Alabama, and Roblox Corporation (“Roblox” or the “Company,” and together with Alabama, the “Parties”), to settle and resolve with finality all Released Claims against Roblox. This Agreement is intended to be binding upon both Parties in accordance with the terms contained herein.

ARTICLE 1: PARTIES

- 1.1 “Alabama” means the State of Alabama, including all state agencies, departments, and divisions, including the Alabama Attorney General’s Office or any of its duly designated representatives. The Alabama Attorney General’s Office enters into this Agreement on behalf of Alabama.
- 1.2 “Roblox” means Roblox Corporation and its subsidiaries, successors and assigns.

ARTICLE 2: DEFINITIONS

- 2.1 “Adult User” means a User of the Roblox Platform aged 18 or older.
- 2.2 “Chat” means direct, real-time text and audio communications between Users on the Platform, initiated and controlled by a User, and not intended for persistent public or structured display.
- 2.3 “Content” means User-generated content of any kind or nature, whether material, assets, or otherwise, that Users upload to, create and publish on, or otherwise generate through or make available on the Platform.
- 2.4 “Developer” means a User who creates, develops, and publishes an Experience on the Platform.
- 2.5 “Experience” means interactive Content published on the Platform by Developers for the engagement and enjoyment of Users.
- 2.6 “Limit” as used in section 4.1(b) means restricting or preventing Chat between Adult Users and U16 Users.
- 2.7 “Minor User” means a User of the Roblox Platform under 18 years of age.
- 2.8 “Platform” means the Roblox website (www.roblox.com) and the related immersive gaming platform offered by Roblox.

- 2.9 “Trusted Friends” are a subset of a User’s overall Friends that have been self-identified as trusted individuals. When a Trusted Friend is made between two Users on the Platform, the feature aims to unlock age-appropriate features with the people a User has identified they know and trust.
- 2.10 “User” means a User of the Roblox Platform.

ARTICLE 3: DURATION

- 3.1 Roblox agrees to the terms set forth in this Agreement for a period of four (4) years following the date of execution (the “Effective Date”), unless noted otherwise.

ARTICLE 4: BUSINESS PRACTICES

4.1 *Communication Safety.*

- (a) On or before May 1, 2026, Roblox will require all Users (including both new and existing Users) to undergo age assurance procedures beyond their self-reported age (e.g., facial age estimation or verification with a government-issued ID) to access Chat and will update the age on the account based on the results as necessary.
- (b) On or before May 1, 2026, Roblox will prohibit Chat for all Users, regardless of age, until the User has undergone an age assurance measure. Roblox shall Limit all Chat on the Platform between Adult Users and U16 Users based on age assurance procedures, unless the Adult User is a Trusted Friend of the Minor User.
- (c) Roblox will continue to not encrypt User communications involving Minor Users.
- (d) Roblox will implement, on or before September 1, 2026, an alert for each first-time private Chat (e.g., Experience Direct Chat, Party Chat) displayed to all Minor Users that warns Users about communicating with strangers, especially strangers attempting to take conversations off Platform, and periodic reminders thereafter on at least a quarterly basis.
- (e) Roblox will continuously monitor for and address communication safety issues that arise with changing technology and will continuously improve safety measures as needed. Roblox will submit a report to the Alabama Attorney General’s Office outlining identified safety issues on or before February 1 of each year for the term of this Agreement summarizing the Company’s efforts to improve safety measures over the last 12 months (ending December 31 of each calendar year).

- (f) Roblox shall employ mechanisms to protect personal information collected from Users securely and confidentially, through means such as encryption, hashing, strict access controls based on least privilege and role based access, multi-factor authentication, etc. Roblox and any third-party vendor shall not use information collected for age assurance purposes for any purpose except to determine a User's age, prevent fraud on the platform, and to support User safety. Roblox shall require any third-party vendor to delete data captured for purposes of age assurance measures as soon as reasonably practicable.

4.2 ***Content Safety, Age-appropriate Content, and Moderation.***

- (a) *Default Content Mode.* Roblox will create a default game content mode for Users under 16 and those Users whose age has not been validated by age check (“Default Content Mode”). Unless otherwise allowed through parental consent, the Default Content Mode will limit applicable Users to only accessing game content filtered by Roblox that (a) takes into account signals from the applicable game Developer on the Platform to allow for screening mechanisms; and (b) includes an industry standard rating if such functionality is integrated with the Platform, or a Roblox content maturity rating. For U9 users, unless otherwise allowed through parental consent, Default Content Mode will limit applicable Users to only accessing game content rated Minimal and Mild.
- (b) Roblox will restrict Minor Users from accessing content rated for adult Users by using proactive age assurance measures, which include Experiences with a “Restricted” content maturity label or, if such functionality is integrated with the Platform, an 18+ industry standard rating. These Experiences will be available only to age checked 18+ users.
- (c) Roblox will ensure that all Experiences discoverable on Roblox have a content maturity rating that is designed to be parent-friendly and easy to understand.
- (d) Roblox will employ enforcement mechanisms to moderate developers that do not accurately represent their experiences. Developers that do not accurately represent their experiences will be subject to Roblox's moderation consequences, including at a minimum, warnings, content removals, and/or account-level restrictions such as termination and suspension of the User's account, depending on the severity of the violation(s). The duration of the consequences shall be based on nature of the specific violation. Roblox will also take into account the User's historical behavior on the Platform and whether the User has repeatedly violated Roblox's policies.

Repeated violations of Roblox’s policies may increase the severity of consequences (i.e., a warning, followed by a timeout, followed by a suspension). In circumstances that present an imminent risk of harm, users may be reported to the relevant authorities.

- (e) Roblox will require parental consent for Minor Users under age 16 to access Experiences primarily themed on sensitive social, political, or religious issues, and will continue to update those topics as appropriate.
- (f) Roblox will continue to use both proactive and responsive measures to monitor, track, and enforce its Terms of Use and Community Standards with regard to User-generated content and behavior. Users who violate Roblox’s Terms of Use and Community Standards with regard to User-generated content and behavior will be subject to Roblox’s moderation consequences, including warnings, content removals, and/or account-level restrictions such as termination and suspension of the User’s account, depending on the severity of the violation(s).
- (g) Roblox will publish an annual transparency report outlining content moderation statistics and practices, including but not limited to statistics regarding subsections (d) and (f) above. Roblox will provide the report to the Alabama Attorney General’s Office on or before February 1 of each year. Roblox will cooperate with reasonable requests for specific information related to or referenced in the report to the best of its abilities.
- (h) The provisions of Section 4.2 shall be implemented on or before September 1, 2026.

4.3 ***Law Enforcement Support, Reporting, and Education.***

- (a) A regional law enforcement liaison at Roblox will help facilitate appropriate handling of regional law enforcement requests by Roblox’s 24/7/365 global Law Enforcement Operations Team such that law enforcement members can speak to the liaison to receive real-time or near-real-time answers to questions about their legal process through phone and email, including but not limited to questions about purported deficiencies with law enforcement requests and expected response times.
- (b) Roblox will conduct workshops and training for Alabama and regional law enforcement aimed at furthering law enforcement knowledge with Roblox’s law enforcement portal and investigating/prosecuting online child exploitation. These

workshops and training will be conducted on a quarterly basis for the duration of this Agreement and be in coordination with the Alabama Attorney General's Office.

- (c) Roblox will continue to employ professionals with experience in child online safety to advise on and help to coordinate Roblox child safety policies and initiatives that impact Minor Users.
- (d) Roblox will continue to use all reasonable efforts to promptly report serious safety threats to the appropriate law enforcement entity and, if appropriate, the National Center for Missing and Exploited Children (NCMEC).

4.4 ***Supporting Safety Industry-Wide.***

- (a) Roblox will continue to support and implement safety industry-wide through open-sourcing and information sharing of Roblox Sentinel, Roblox PII Classifier, and Roblox's Voice Safety Classifier.
- (b) Roblox will continue to support and further develop ROOST (Robust Open Online Safety Tools), a non-profit dedicated to addressing important areas in digital safety, or another organization dedicated to addressing digital safety, by building scalable, interoperable, and resilient safety tools suited for the AI era, and work with the Alabama Attorney General's Office to explore the potential operability of these tools to state law enforcement's efforts to address online child exploitation.
- (c) As Roblox develops additional safety tools of this nature, Roblox will evaluate whether to open-source or otherwise share innovations, including Roblox-created age estimation solutions, to help support safety industry-wide.
- (d) At a mutually agreed-upon cadence, but no less frequently than twice annually, Roblox will meet with the Alabama Attorney General's Office to (1) consult on how the office may use such open-sourced technology to enhance public safety and (2) solicit feedback on other open-sourcing initiatives or improvements.
- (e) Roblox will continue to comply with its obligations pursuant to the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501 *et seq.*, and state data privacy laws regarding the collection, use, or disclosure of its Users' personally identifiable information.

4.5 ***Parental Controls.***

- (a) On or before July 1, 2026, Roblox will provide parental tools through its linked parent accounts, which provide for remote management of their children's accounts and visibility of their teens' accounts, and user-friendly dashboards, including:
 - (i) Communication;
 - (ii) Connections;
 - (iii) Content restrictions, such as content maturity ratings, sensitive issues, and blocking their children from accessing specific Experiences;
 - (iv) Spending limits, transfer limits, and limits on Robux received from any Adult User other than the Minor User's linked parent account or anyone approved by their linked parent account, and notifications related to spending on a child's account;
 - (v) Privacy settings, such as visibility to other Users and server settings; and
 - (vi) Time spent online.
- (b) Roblox shall use its reasonable best efforts to develop privacy policies that are easily understandable by Minor Users.
- (c) Roblox will provide plain language tools and videos explaining how to access Roblox and use parental controls.
- (d) Roblox shall take steps to encourage all Users who register as U16, or are determined via age assurance procedures to be U16, to link a parent/guardian account to the child's account.
- (e) Roblox shall take steps to increase adoption of parental accounts, which may include incentives for children and parents who link their accounts.
- (f) By default, Roblox shall not allow U16 Users to see or share profile links to other approved sites. Roblox may permit Users aged 16 or older to share profile links to other approved sites only with other Users of a similar age (*i.e.*, the same groups they can chat with).
- (g) Roblox shall restrict all U16 Users, whether age-checked or not, from receiving any personalized advertising on the Platform.

- (h) By default, mobile push notifications for U16 Users will be set to “off.”
- (i) By default, Roblox shall restrict mobile push notifications, email notifications, Experience notifications and community notifications from being sent to Users between ages 13 and 15 during nighttime hours (from 11:00 p.m. to 6:00 a.m. in the User’s local time zone) from September 1 through June 30, beginning September 1, 2026.
- (j) On or before January 1, 2027, Roblox will allow parents with linked parental accounts for users between 13 and 16 years old to opt in to maintaining parental controls requiring parental approval to adjust.
- (k) Roblox will continue to utilize its system for parents and Users to report unwanted communications or content to Roblox. Roblox will promptly take appropriate action. Roblox will continue to utilize these reports in identifying new safety issues and concerns and determining how to address those issues and concerns in a timely manner.

4.6 ***Whistleblower Protections.***

- (a) To the extent required by Alabama law, Roblox shall provide whistleblower protections for any employee or contractor reporting actual or potential breaches of the Agreement, including, but not limited to, an anonymous hotline and anonymous electronic communication method for reporting the same. In addition, Roblox will not retaliate against any current or former employee who has raised concerns regarding the subject matter of the Agreement to the extent required by Alabama law.

4.7 ***Stored Communications Act.***

- (a) Roblox shall continue to follow the statutory requirements for preservation set forth in 18 U.S.C. § 2703(f) to the best of its technical abilities including preserving content contained in the account, and content sent to or from the account, and will confer in good faith on reasonable time extensions beyond ninety (90) days. Roblox commits to producing all existing records readily available in its systems responsive to all non-emergency search warrants, subpoenas, and 18 U.S.C. § 2703(d) orders within seven business days to the extent feasible.

- 4.8 Roblox will take the specific actions set forth in this Article 4 in order to comply with or exceed the requirements of Alabama law.

ARTICLE 5: MONETARY TERMS

- 5.1 Roblox will make payments totaling no more than \$12,200,000 to Alabama according to the following provisions:
- (a) \$5,700,000 within one (1) year of the Effective Date of this Agreement to fund the Attorney General's Safe School Initiative Fund;
 - (b) \$2,500,000 within two (2) years of the Effective Date of this Agreement to fund the Attorney General's Safe School Initiative Fund; and
 - (c) \$2,500,000 within three (3) years of the Effective Date of this Agreement to fund the Attorney General's Safe School Initiative Fund.
 - (d) \$1,500,000 within four (4) years of the Effective Date of this Agreement to fund the Attorney General's Safe School Initiative Fund.
- 5.2 These monies may be used at the Attorney General's sole discretion, including, but not limited to, attorneys' fees and other costs of investigation and monitoring compliance with the terms of this Agreement, or may be placed in, or applied to, public safety awareness campaigns, including those relating to online child safety, any consumer protection law enforcement fund, including future consumer protection or privacy enforcement, consumer education or redress, litigation or local consumer aid fund, and/or for other uses permitted by state law.
- 5.3 ***Liquidated Damages.*** In the event the State determines that Roblox has materially breached the terms set out in Section 4 of this Agreement within four (4) years of the Effective Date, the Attorney General is entitled to Liquidated Damages of up to \$5,000,000, to be paid in the following manner:
- (a) If an initial material breach occurs within Year 1 of the Effective Date of the Agreement, Roblox will pay Liquidated Damages in the amount of \$5,000,000.
 - (b) If an initial material breach occurs within Year 2 of the Effective Date of the Agreement, Roblox will pay Liquidated Damages in the amount of \$3,500,000.
 - (c) If an initial material breach occurs within Year 3 of the Effective Date of the Agreement, Roblox will pay Liquidated Damages in the amount of \$2,000,000.
 - (d) If an initial material breach occurs within Year 4 of the Effective Date of the Agreement, Roblox will pay Liquidated Damages in the amount of \$1,000,000.

- (e) For the purposes of this provision, Year 1 means April __, 2026 through April __, 2027; Year 2 means April __, 2027 through April __, 2028; Year 3 means April __, 2028 through April __, 2029; and Year 4 means April __, 2029 through April __, 2030.
- (f) If, four (4) years after the Effective Date, Roblox has remained in substantial compliance with all the terms of this Agreement and no enforcement action is pending, the Liquidated Damages shall be permanently waived and Roblox's obligation to pay said amount shall be deemed satisfied in full.

ARTICLE 6: MOST FAVORED NATION

6.1 *Superior Injunctive Relief.*

- (a) If Roblox enters into a consent order, decree, judgment, Assurance of Voluntary Compliance, Settlement Agreement, or Assurance of Discontinuance with another state, commonwealth, or territory of the United States or with the District of Columbia ("Other State(s)") within four (4) years of the Effective Date that resolves pre-litigation claims arising under the Other State's consumer protection or deceptive trade practices statute or similar claims, Roblox will provide Alabama with a most-favored nation guarantee to match any Superior Injunctive Relief.
- (b) On or before January 15 of each year for the length of Article 6, Roblox will report to the State any consent order, decree, judgment, Assurance of Voluntary Compliance, Settlement Agreement, or Assurance of Discontinuance with any Other State during the prior calendar year and the injunctive terms entered into with the Other State.
- (c) "Superior Injunctive Relief" means injunctive terms in a subsequent agreement with any Other State that, as determined in accordance with this Section, provide materially greater protection to Minor Users in Other State(s) than the corresponding provisions of this Settlement Agreement provide to Minor Users in the State of Alabama. Superior Injunctive Relief from Other States can be added to this Agreement pursuant to this Article by creating an addendum which shall be considered part of this Agreement. The addendum shall be deemed a part of the original Agreement and, when taken together, shall constitute one and the same document.

6.2 *Superior Monetary Relief.*

- (a) If, within four (4) years of the Effective Date, Roblox enters into a consent order, decree, judgment, Assurance of Voluntary Compliance, Settlement Agreement, or Assurance of Discontinuance with Other State(s) that resolves pre-litigation claims arising under the Other State's consumer protection or deceptive trade practices statute(s) or similar claims, the State may confer with Roblox to determine if the monetary payment in Section 5.1(a) of this Agreement, divided by Alabama's U16 User population, is equivalent to the payment(s) to Other State(s) based on the U16 User population in the Other State(s).
- (b) On or before January 15 of each year for the length of Article 6, Roblox will report to the State any consent order, decree, judgment, Assurance of Voluntary Compliance, Settlement Agreement, or Assurance of Discontinuance with any Other State during the prior calendar year and shall identify the following: (i) the State's U16 User population on which the payment in Section 5.1(a) was calculated; (ii) the payment(s) to Other State(s) based on the U16 User population in the Other State(s); and (iii) the Other State(s) U16 User population on which the equivalent payment was calculated.
- (c) "Superior Monetary Relief" means the payment to the State in Section 5.1(a) is at least five (5) percent less than the equivalent payment to the Other State based on its U16 User population.
- (d) If the Parties agree that the Other State received Superior Monetary Relief, Roblox will make a supplemental payment to Alabama within thirty (30) days of the difference between the payment in Section 5.1(a) and the Superior Monetary Relief to the Other State. Any such supplemental payment shall be memorialized by creating an addendum which shall be considered part of this Agreement. The addendum shall be deemed a part of the original Agreement and, when taken together, shall constitute one and the same document.

6.3 ***Dispute Resolution Process.***

- (a) Within thirty (30) days of receipt of a report under Section 6.1(b) or Section 6.2(b), if the State believes any Other State has received Superior Monetary Relief or Superior Injunctive Relief, the State will provide notice to Roblox, including the amount of any alleged underpayment and any alleged Superior Injunctive Relief.
- (b) Roblox shall, within thirty (30) days of receipt of the notice, provide a response to the State, explaining its position, in detail, as to whether the State is entitled to any

additional payment(s). After receipt of Roblox's position, the State and Roblox agree to meet and confer in good faith over a period of at least thirty (30) days where their respective positions will be discussed as well as potential participation in voluntary mediation to reach an agreement without proceeding to litigation. In the event that the State and Roblox do not reach an agreement, the State agrees to provide Roblox with a final demand notice at least ten (10) days prior to initiating legal action.

- (c) In no event shall more than one dispute resolution process be initiated in a calendar year by the State.

6.4 This Article shall only be in effect for four (4) years after the Effective Date.

ARTICLE 7: RELEASE

7.1 The execution of this Agreement constitutes a complete settlement and release, to the maximum extent of the Alabama Attorney General's authority, of all claims, causes of actions, damages, fines, costs and penalties that were asserted or could have been asserted by Alabama on or prior to the Effective Date against Roblox relating to the marketing, advertising, promotion, and sale of Roblox's products to Minor Users (the "Released Claims"), including any and all Roblox corporate entities, current and/or former directors, agents, employees, auditors, affiliates, and successors (collectively, the "Roblox Released Parties") relating to the Platform.

7.2 This release does not include:

- (a) Any claims, causes of actions, damages, fines, or costs and penalties for which Alabama lacks power and authority under Alabama law to release; and/or
- (b) Criminal liability.

ARTICLE 8: NO ADMISSION

8.1 Nothing in this Agreement shall be construed as an admission of the truth or falsity of any claims or allegations, an admission by Roblox that it has violated or breached any law, statute, regulation, provision, term, or obligation of any agreement, or an acknowledgment or admission by any party of any duty, obligation, fault, or liability whatsoever to any other party or to any third party. This Agreement does not constitute a finding of law or fact, or any evidence supporting any such finding. Roblox denies any liability or violation of law and enters into this Agreement without any admission of liability. This Agreement shall

not be used as evidence or precedent in any action or proceeding, except an action to enforce this Agreement.

ARTICLE 9: MISCELLANEOUS


- 9.1 This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and any express or implied agreements, either oral or written, are superseded by the terms of this Agreement.
- 9.2 This Agreement may be amended, or the terms and conditions may be waived, only by a written agreement signed by both Parties. Upon execution of any amendment or addendum to this Agreement, the addendum shall be deemed as a part of the original Agreement and when taken together, shall constitute one and the same document.
- 9.3 In the event that Roblox reasonably believes that a material provision of this Agreement has become unnecessary, burdensome, or otherwise outdated because of advancements in technology, Roblox may notify Alabama under this paragraph and propose an amendment to the Agreement in writing. If necessary, the Parties will meet and confer regarding Roblox's proposed amendment within twenty-one (21) business days of the date the State receives Roblox's written notice. If the State fails to meet and confer within the twenty-one (21) business day period, Roblox's proposed amendment shall be deemed accepted and shall take effect as if agreed to in writing by both parties.
- 9.4 No delay on the part of any Party in exercising any right hereunder shall operate as a waiver, nor shall any partial exercise of any right hereunder preclude any other exercise thereof.
- 9.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without reference to any rules of conflict of laws.
- 9.6 The Parties agree to work in good faith to resolve any and all disputes arising out of or relating to this Agreement. If the parties cannot resolve any dispute informally, and unless otherwise agreed to in writing, the dispute will be resolved in an Alabama court of competent jurisdiction. Roblox consents to the jurisdiction of the Circuit Court of Montgomery County, Alabama, limited to the resolution of disputes arising from this Agreement.
- 9.7 If Alabama reasonably believes in good faith that Roblox is in material breach of the Agreement, the Alabama Attorney General shall notify the company in writing of such failure to comply and Roblox shall have thirty (30) days to provide a good faith written

response, including a statement that it believes it is in full compliance or otherwise a statement of how the violation occurred and how it has or will be addressed. If a violation has occurred, Roblox shall have sixty (60) days after receipt of written notice from Alabama specifying such breach and demanding its cure to remedy the alleged breach. A party shall not be deemed in breach of this Agreement where its performance substantially conforms to the purpose and intent of the applicable obligations, even if the precise manner of performance differs from that originally contemplated due to technological advancements, provided such deviation does not materially impair the rights or expected benefits of the other party.

- 9.8 Notwithstanding any other provision herein, the State may take any action it deems necessary if the Attorney General believes that, because of specific conduct by Roblox, a threat to the health or safety of the public requires immediate attention.
- 9.9 The titles and headers to each section of this Agreement are for convenience purposes only and are not intended by any Party to lend meaning to the actual terms of the Agreement.
- 9.10 Nothing in this Agreement should be construed to create, waive, or limit any private right of action.
- 9.11 This Agreement shall not confer any rights upon any persons or entities other than Alabama and Roblox.
- 9.12 The Agreement shall not be construed against the “drafter” because both Parties participated in the drafting of the Agreement.
- 9.13 The Parties agree to waive any attorneys’ fees and costs arising out of this matter as a prevailing party under any statute, regulation, or rule, and that each Party shall bear its own costs and fees.
- 9.14 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered electronically or by facsimile and upon such delivery such electronic or facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other Party.

Date: April 21, 2026, 2026

STATE OF ALABAMA
STEVE MARSHALL
ATTORNEY GENERAL

By: 

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Date: April ^{21.00}__, 2026

ROBLOX CORPORATION

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