

CONTENT LICENSE AGREEMENT

This Content License Agreement (the “Agreement”) is made on the date of last signature below by and between Judge Foundry Inc., a Minnesota nonprofit corporation (“JF”), and Oceanic Judges Association, an Australia nonprofit corporation (“Oceanic Judges Association” or “OJA”) (JF and OJA together, the “Parties”).

Pursuant to this Agreement, OJA will be provided Content, as defined below, from JF pursuant to the terms of this Agreement. The Content is provided to OJA under the terms of the following license agreement (“Agreement”) that states what OJA may and may not do with the Content and contains limitations on warranties and remedies.

1. **CONTENT.** The Content consists of Magic: the Gathering judge certification exam content provided on the Judge Apps platform. The Content consists of exam questions, answers, and answer explanations provided on the Judge Apps platform.
2. **LICENSE FEE.** For each exam proctored by an officer, agent, member, or employee of OJA, OJA shall pay to JF a license fee in accordance with the following table:

Exam	License Fee	Description
L1 Exam	\$ 2.00	Combined rules and policy test for Level 1.
L2 Rules Exam	\$ 3.00	Rules test for Level 2.
L2 Policy Exam	\$ 3.00	Policy test for Level 2.
L3 Policy Exam	\$ 10.00	Policy test for Level 3.
Update Quiz	\$ 0.50	Quiz on rules and policy updates
Maintenance Exams	\$ 1.00	Annual Refresh Exam

All fees are in U.S. Dollars (“USD”). JF will invoice OJA quarterly based on the actual number of tests generated for the previous quarter, provided the total amount due is at least \$250.00. In the event that the total is less than \$250.00, the amount due will roll over into the next quarter, and so on until this threshold is met. License fees shall be paid within 30 days of delivery of the invoice. Invoices are deemed to be delivered on the day sent if sent by email to the email address provided by OJA to JF.

3. **CONTENT LICENSE.** Subject to the restrictions contained herein, in exchange for the license fee associated with the Content, JF hereby grants to OJA a non-exclusive, non-transferable license to prepare and proctor exams for Magic: the Gathering judge candidates using the Content via the Judge Apps platform. Unless the activity is expressly permitted, OJA cannot do it. All other rights to and in the Content and accompanying materials (if applicable), including, without limitation, all intellectual property rights relating thereto, are retained by JF or the authors of the Content, as the case may be.
4. **NO SUBLICENSE.** Only OJA and its officers, agents, members, and employees are permitted to use the Content as authorized in this Agreement, and only as authorized in this Agreement. OJA may not sublicense the Content to any other person or entity. If an officer, agent, member, or employee of OJA accesses the Content pursuant to this

Agreement, that person warrants and represents that they are authorized to do so by OJA and that they have been advised of the restrictions and limitations contained herein.

5. OWNERSHIP OF CONTENT. The Parties agree that this is a license of the Content, not a sale. JF is the owner of the Content or is authorized to license the Content to other parties such as OJA by the owner of the Content.
6. PERMITTED USES: OJA, and its officers, agents, members, and employees may use the Content to prepare and proctor exams for Magic: the Gathering judge candidates within Australia and New Zealand and such additional countries as are approved in writing by JF.
7. PROHIBITED USES: Neither OJA, nor its officers, agents, members, or employees, may do anything with the Content that is not expressly permitted. Prohibited acts include:
 - a. Providing a copy of the Content, or any portions thereof, to anyone or allow anyone to gain access to the Content, or any portion thereof, except as permitted above.
 - b. Using the Content in a fashion that is reasonably considered by JF to be obscene, defamatory or libelous in nature;
 - c. Alter the Content without the express written permission of JF.
 - d. Removing any notice of copyright, trademark, confidentiality, or other proprietary right from any place where it appears on or in the Content or its accompanying materials;
 - e. Transferring the rights to the Content or accompanying materials to any other Party;
 - f. Uploading, or otherwise making the Content available, to or through a public platform from which the Content may be viewed, shared, or reproduced without restriction, including but not limited to Facebook, Twitter, Youtube, etc.
8. CONFIDENTIALITY. OJA agrees and acknowledges that the Content is valuable to JF and that the Content retains its value, at least in part, because it is kept confidential. OJA acknowledges that public disclosure of the Content will cause actual and significant harm to the Content and to JF. Accordingly, OJA, its officers, agent, members, and employees agree to take all reasonable steps necessary to keep the Content accessed by OJA confidential and not to allow unauthorized disclosure of the Content to third parties. OJA agrees, at a minimum, to ensure that all exams generated from Content including a written confidentiality warning on the face of the exam, and to verbally advise each candidate of the confidentiality of all exam materials and Content. OJA further agrees to take any necessary steps, including legal action, to prevent any person or entity that was provided access to the Content by OJA from violating these confidentiality obligations. The Parties agree that JF may enforce these confidentiality provisions through a court action for specific performance, and that a court of competent jurisdiction may grant injunctive relief. OJA expressly consents to the jurisdiction of the state courts of the State of Minnesota, United States, for enforcement of these confidentiality provisions.

9. **LIMITED TRADEMARK LICENSE AND CONTENT OWNERSHIP NOTIFICATION.** JF hereby provides a limited license to OJA for OJA solely permitting OJA to identify JF as the provider of the Content on proctored exams and in press releases and public statements related to this Agreement, subject to the written approval of JF of any public statements prior their publication.
10. **TERMINATION AND EFFECT OF TERMINATION:** This Agreement is effective until it is terminated. Either Party may terminate this Agreement at any time for any reason by notifying the other Party in writing. Within 30 days of this notice of termination, OJA shall immediately cease accessing any Content and shall destroy all copies of the Content in the possession of OJA and any of its officers, agents, members, or employees. OJA shall pay for all license fees incurred up to and through the effective date of Termination, including the 30-day window described above. All restrictions on the use or disclosure of the Content contained in this Agreement are perpetual and shall survive termination of this Agreement.
11. **LIMITED WARRANTIES:**
 - a. JF warrants only that it is authorized to license the Content as described in this Agreement and expressly disclaims all other warranties.
 - b. THE CONTENT AND ACCOMPANYING MATERIALS (IF APPLICABLE) ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. JF DOES NOT REPRESENT OR WARRANT THAT THE CONTENT IS ACCURATE, WILL MEET OJA'S REQUIREMENTS, OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE. ALL RISKS AS TO THE QUALITY AND PERFORMANCE OF THE CONTENT LIES WITH OJA AND NOT JF.
 - c. Notwithstanding the foregoing, OJA agrees to notify JF of any errors or potential errors in the Content discovered by OJA, its officers, agents, members, or employees.
12. **LIMITATION OF REMEDIES & LIABILITY:** IN NO EVENT SHALL JF OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AGENTS, OR MEMBERS, BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION OJA'S USE OF, RELIANCE UPON, ACCESS TO THE CONTENT, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO OJA HEREUNDER, EVEN IF JF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT

(INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT, THE LICENSE PROVIDED HEREUNDER, OR THE USE OF ANY OR ALL OF THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY OJA TO JF UNDER THIS AGREEMENT DURING THE THREE MONTHS IMMEDIATELY PRECEDING SUCH CLAIM.

13. INDEMNIFICATION: OJA agrees to indemnify and hold JF harmless against all claims or liability asserted against JF or OJA arising out of or in connection with any breach by OJA or anyone acting on OJA's behalf of any of the terms of this Agreement.
14. GENERAL: If any provision or part thereof of this Agreement is wholly or partially unenforceable the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof.
15. TAXES: OJA agrees to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to OJA or OJA's use of the Content pursuant to this Agreement.
16. REPLACEMENT CONTENT: JF reserves the right to elect at a later date to replace the Content with an alternative for any reason. Upon such replacement, the license for the replaced Content terminates, and this license automatically applies to the replacement Content. OJA agrees not to use the replaced Content after that date and to take all reasonable steps to discontinue use of the replaced Content after that date.
17. JURISDICTION & ARBITRATION:
 - a. This Agreement will be governed under the laws of the State of Minnesota and the federal laws of the United States of America applicable therein (without reference to conflicts of laws principles). OJA consents to service of any required notice or process upon it by email at:

EMAIL ADDRESS: ojacommittee@gmail.com

The Parties agree that any such notice to OJA shall be deemed to have been received on the day such notice was sent by email to the address above. OJA may change the email address for notices and service of process by notifying JF in writing.
 - b. Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be resolved by a court of competent jurisdiction in Minnesota, United States. OJA hereby consents of the jurisdiction to the state courts of the State of Minnesota with regard to all disputes related to this Agreement. If JF is obligated to file a lawsuit in court to enforce any of its rights or to collect any fees under this

Agreement, OJA agrees to reimburse JF for its legal fees and court costs if JF prevails in the lawsuit.

18. BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. THE PARTIES FURTHER AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WITH REGARD TO THE LICENSE FOR THE CONTENT, AND THAT THIS AGREEMENT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT OF THIS AGREEMENT.
19. This Agreement may be executed in multiple counterparts, each of which shall be determined to be an original. This Agreement may be executed electronically.

FOR JUDGE FOUNDRY

OCEANIC JUDGE ASSOCIATION


Name: John Brian McCarthy
Title: Director
Date: 8.23.25 Signed 9.6.25


Name: Thomas Wood
Title: Director
Date: 2025-08-25