

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 Magic Judges South Africa, a South Africa nonprofit corporation (“Magic Judges South Africa” or “MJSAs”) (JF and MJSAs together, the “Parties”).

Pursuant to this Agreement, MJSAs will be provided Content, as defined below, from JF pursuant to the terms of this Agreement. The Content is provided to MJSAs under the terms of the following license agreement (“Agreement”) that states what MJSAs 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 MJSAs, MJSAs 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.
L4 Exam	\$ 20.00	Combined rules and policy test for Level 4.
L5 Exam	\$ 20.00	Combined rules and policy test for Level 5.
Update Quiz	\$ 0.50	Quiz on rules and policy updates

All fees are in U.S. Dollars (“USD”). JF will invoice MJSAs quarterly based on the actual number of tests generated for the previous quarter. 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 MJSAs 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 MJSAs 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, MJSAs 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 MJSAs 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. MJSAs may not sublicense the Content to any other person or entity. If an officer, agent, member, or employee of MJSAs accesses the Content pursuant to this

Agreement, that person warrants and represents that they are authorized to do so by MJSA 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 MJSA by the owner of the Content.
6. **PERMITTED USES:** MJSA, and its officers, agents, members, and employees may use the Content to prepare and proctor exams for Magic: the Gathering judge candidates within South Africa and such additional countries as are approved in writing by JF.
7. **PROHIBITED USES:** Neither MJSA, 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.** MJSA 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. MJSA acknowledges that public disclosure of the Content will cause actual and significant harm to the Content and to JF. Accordingly, MJSA, its officers, agent, members, and employees agree to take all reasonable steps necessary to keep the Content accessed by MJSA confidential and not to allow unauthorized disclosure of the Content to third parties. MJSA 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. MJSA further agrees to take any necessary steps, including legal action, to prevent any person or entity that was provided access to the Content by MJSA 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. MJSA 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 MJSAs for MJSAs solely permitting MJSAs 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, MJSAs shall immediately cease accessing any Content and shall destroy all copies of the Content in the possession of MJSAs and any of its officers, agents, members, or employees. MJSAs 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 MJSAs REQUIREMENTS, OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE. ALL RISKS AS TO THE QUALITY AND PERFORMANCE OF THE CONTENT LIES WITH MJSAs AND NOT JF.**
 - c. Notwithstanding the foregoing, MJSAs agrees to notify JF of any errors or potential errors in the Content discovered by MJSAs, 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 MJSAs USE OF, RELIANCE UPON, ACCESS TO THE CONTENT, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO MJSAs 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 MJS defense to JF under this Agreement during the three months immediately preceding such claim.

13. **INDEMNIFICATION:** MJS defense agrees to indemnify and hold JF harmless against all claims or liability asserted against JF or MJS defense arising out of or in connection with any breach by MJS defense or anyone acting on MJS defense'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:** MJS defense 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 MJS defense or MJS defense'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. MJS defense 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). MJS defense consents to service of any required notice or process upon it by email at:

EMAIL ADDRESS: jkknutti@gmail.com

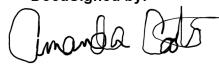
The Parties agree that any such notice to MJS defense shall be deemed to have been received on the day such notice was sent by email to the address above. MJS defense may change the email address for notices and service of process by notifying JF in writing.

- 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. MJS defense 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, MJSA 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

DocuSigned by:

C2E926581A5940B...

Name: Amanda Coots

Title: President

Date: 3/4/2024

MAGIC JUDGES SOUTH AFRICA

DocuSigned by:

C63176404BF84E8...

Name: Cora Sabriel Stobie

Title: Chairperson

Date: 3/8/2024