

JUDGE ACADEMY CERTIFICATION PROGRAM AND EXAM AGREEMENT

Judge Academy LLC (“**Judge Academy**”) and you (“**you**” or “**your**”) hereby agree that the following terms and conditions (“**Agreement**”) govern your participation in the Certification Program specified in connection with your acceptance of this Agreement. The Judge Academy’s Terms of Service available at <https://www.JudgeAcademy.com/legal>, are incorporated into this Agreement by reference, as if fully set forth herein.

1. DEFINITIONS

“**Certification**” means a determination by Judge Academy that an individual meets the Certification Requirements and has maintained compliance with all certification or recertification requirements for the corresponding Credential.

“**Certification Exam**” or “**Exam**” shall mean the applicable certification test for the organized play program certification for which you have applied.

“**Certification Program**” or “**Program**” means a Judge Academy program that certifies an individual’s skills in overseeing organized play programs specified in or in connection with an application and grants certification to individuals who have complied and continue to comply with all the requirements for the applicable Certification.

“**Certification Program Website**” shall mean the Certification Program website located at www.judgeacademy.com

“**Certification Requirements**” shall mean those requirements specified by Judge Academy for the applicable Certification Program, which shall include without limitation compliance with the terms of this Agreement.

“**Credential**” shall mean the specific Certification Program certification designation granted to you upon successful completion of and compliance with the Certification Requirements and that is used to signify an individual’s compliance with the requirements for a specific Certification.

2. CERTIFICATION

2.1 Certification Requirements. To obtain a Certification and use a Credential, you must meet the following Certification Requirements:

- A. accept the terms and conditions of this Agreement;
- B. reside in an eligible country as identified on the Certification Program Website;
- C. maintain any required pre-requisite Certifications;
- D. pass all required Exams or obtain approval from Judge Academy, in Judge Academy’s sole discretion, of a validly existing equivalent third party certification;
- E. complete any additional requirements specified on the Certification Program Website for the applicable Certification;
- F. pay the applicable initial and recurring certification fees;
- G. comply with any additional requirements specified on the Certification Program Website for the applicable Certification, including any code of conduct specified.
- H. keep contact information up to date with the Certification Program (including, without limitation, maintaining an updated profile in Judge Academy’s system so that you may access exam results and for other purposes).
- I. remain current with any membership fees and membership renewal fees specified on the Certification Program Website.

2.2 Changes to the Certification Requirements or the Certification Program. Judge Academy reserves the right in its sole discretion to change a Certification Program without cause or notice, including but not limited to changing Certification Requirements; specifying an expiration of any Credential; changing recommended and/or required training courses; and changing exam objectives, exam content, exam passing score, exam item type, time allowed for exam, and exam delivery platform for any Certification Exam. Judge Academy may in its sole discretion, without cause or notice, require you to update your Certification by requesting

that you re-take any or all applicable Certification Exams and/or execute a new version of this Agreement with Judge Academy. The most current Certification Requirements for your applicable Credential may be found on the Certification Program Website.

2.3 Grant of Rights. Upon completion of the applicable Certification Requirements, and subject to the terms of this Agreement, Judge Academy grants you a non-exclusive, non-transferable, non-assignable, non-sublicensable, personal, revocable right to use the applicable Credential. You may use such Credential only to promote your qualifications related to the applicable organized play program and for no other purpose. All use of the Credential shall be in accordance with the Credential Usage Guidelines available at <https://www.JudgeAcademy.com/legal>.

2.4 Term. This Agreement shall remain in effect until terminated in accordance with its terms.

2.5 Termination.

- A. Either party may terminate this Agreement at any time, without cause with written notice to the other party.
- B. Judge Academy may terminate this Agreement for cause and revoke your Credential at any time immediately upon written notice to you (sent to your last known mailing and/or email address) in the event of any of the following events: (i) any breach by you of this Agreement or the Terms of Service; (ii) Judge Academy's determination, in its sole discretion, that you have cheated on any Certification Exam, have aided in the cheating on a Certification Exam or have disclosed test questions of any Certification Exam to a third party; (iii) your misrepresentation of your Credential; (iv) an adverse decision at the sole determination of Judge Academy related to the code of conduct specified on the Certification Program Website, or (v) your engagement in activities prohibited by applicable law.
- C. This Agreement will automatically terminate in the event you lose your Credential or if Judge Academy cancels the Certification Program.

2.6 Effect of Termination. Upon termination of this Agreement, all rights related to your Credential, including all rights to use your Credential, will immediately terminate. Except as provided herein, you shall have no further rights or obligations under this Agreement after termination. For the avoidance of doubt, upon termination, you will immediately:

- A. Cease all activity related to the Certification Program;
- B. Stop identifying yourself as a participant in the Certification Program; and
- C. Cease all use of any Credential.

2.7 Survival. Sections 1 and all other definitions in this Agreement, and Sections 2.5, 2.6, 2.7, 3.3, 3.4, 3.5, and 5 through 11 will survive termination of this Agreement. You agree that Judge Academy and its affiliates will not be liable to you or any third party for costs or damages of any sort resulting from the termination of this Agreement in accordance with its terms.

3. COMPLIANCE WITH EXAM AND CERTIFICATION PROGRAM REQUIREMENTS

You agree to comply with all testing regulations required by Judge Academy and/or Judge Academy's vendors administering the Certification Exam including, without limitation, the policies listed below.

3.1 No Cheating. You agree that all work submitted by you in completing the Certification Exam and in satisfaction of the Certification Requirements, including Certification Exam answers, is entirely your own. You will neither: (A) provide nor accept improper assistance; nor (B) use unauthorized materials in attempting to satisfy Certification Requirements (including unauthorized certification content provided by third parties).

3.2 No Misconduct. You agree that you will not: (A) falsify your identity or impersonate another individual; (B) forge any Credential certificates, Certification Exam score reports, identification cards or any other Certification Exam records or vouchers; (C) engage in fraudulent conduct or misrepresent yourself as possessing a Credential when you have not successfully met the applicable Certification Requirements; (D) misuse or disclose to another person your testing ID number, member site username and/or password

or any other Certification Program identities; or (E) engage in any misconduct that could be considered by Judge Academy, in its sole discretion, as compromising the integrity, security or confidentiality of the Certification Exam or the Certification Program.

- 3.3 **No Disclosure.** You understand and agree that the Exam is Judge Academy's confidential and proprietary information. You agree to maintain the confidentiality of the Exam and not disclose, whether verbally, in writing or in any media, the contents of the Exam or any part of the Exam. Further, you agree not to request any other individual to disclose any Exam or any part thereof to you.
- 3.4 **No Misuse of the Exam.** You agree that you will not copy, publish, offer to sell, sell, publicly perform or display, distribute in any way or otherwise transfer, modify, make derivative works thereof, reverse engineer, decompile, disassemble or translate any Certification Exam or part thereof.
- 3.5 **Judge Academy Action for Noncompliance.** You understand and agree that, if for any reason and at its sole discretion, Judge Academy believes your Exam result does not accurately reflect your true knowledge or mastery of the subject matter of the test and/or that you have violated the compliance terms set forth in this Section 3, Judge Academy has the right (without refund of any kind) to deny you any further participation in the Exam, cancel a passed Exam result, revoke any pre-existing Certification(s), your Credential(s), and any other rights previously conferred on you by Judge Academy, and to permanently bar you from any further participation in Judge Academy's certification program(s).

4. CERTIFICATION PROGRAM BENEFITS

- 4.1 **Certification Program Benefits.** Judge Academy may provide and/or make available certain Certification Program benefits to holders of Certifications from time-to-time. Certification Program benefits will have limited supplies and Judge Academy is not liable to you where a particular benefit is no longer in supply. You can find our current Certification Program benefits at <https://www.JudgeAcademy.com/member-benefits>. Some of these Certification Program benefits may be provided by third parties. You understand and agree that your relationship with respect to any third-party benefits is directly with the third party and not with Judge Academy. Judge Academy is not responsible for any Certification Program benefit provided by a third party and Judge Academy does not sponsor or endorse the third-party vendors or its services or products.
- 4.2 **Additional Requirements.** Certification Program benefits may have additional terms, conditions, and licenses that you must accept and comply with before you can use that benefit. You may not use a Certification Program benefit if you do not comply with any such applicable additional terms, conditions, and licenses.

5. PRIVACY

- 5.1 **Personal Information.** You acknowledge and agree that Judge Academy collects certain information about you to run the Certification Program and that the Certifications you have earned and your Certification Program activities may be tracked and associated with your personal information. Your personal information will be collected, used, and disclosed in accordance with Judge Academy's privacy policy available at <https://www.JudgeAcademy.com/legal> and in accordance with such other terms as may be agreed by the parties during the Exam registration and delivery process.
- 5.2 **Disclosure of Certification.** In the event you obtain a Certification, you hereby grant Judge Academy the right to: (A) publish and otherwise publicly disclose in any manner and medium, and (B) allow third parties to publish and otherwise publicly disclose in any manner and medium, your name and the Certification you have obtained.

6. YOUR RESPONSIBILITIES

- 6.1 **Conduct.** You agree that you will (A) refrain from conduct that could harm the reputation of Judge Academy or of any game you have been certified to judge; (B) avoid deceptive, misleading, or unethical practices; (C) not make any representations, warranties, or guarantees on behalf of Judge Academy; and (D) comply with copyright and other intellectual property and proprietary rights protections.
- 6.2 **No Attribution.** You may not advertise, promote, imply, or suggest in any manner that you are employed by, affiliated with, endorsed, or sponsored by Judge Academy or the developer of any game you have been

certified to judge except to state that you have successfully completed all requirements for the particular Judge Academy Certification(s) you have earned.

7. INDEMNIFICATION

You agree to indemnify and hold Judge Academy and its affiliates harmless from and against any and all claims, demands, costs, liabilities, judgments, losses, expenses, and damages (“**Claim**”) (including attorneys' costs and fees) arising out of, in connection with, or related to (A) your participation in the Certification Program; (B) your use of any Credential in a manner which is in any way inconsistent with the terms of this Agreement; (C) the performance, promotion, sale, or distribution of your services; or (D) the termination of this Agreement by Judge Academy pursuant to the terms in this Agreement. In the event Judge Academy seeks indemnification from you under this provision, Judge Academy will promptly notify you in writing of the Claim(s) for which Judge Academy seeks indemnification. Judge Academy shall have full control of the defense of any third party Claim with legal counsel of its choice. You will reimburse Judge Academy upon demand for any expenses reasonably incurred by Judge Academy in defending a third-party Claim, including, without limitation, attorneys' fees and costs, as well as any judgment on or settlement of the Claim in respect to which the foregoing relates.

8. DISCLAIMER; LIMITATION OF LIABILITY

8.1 Disclaimer. JUDGE ACADEMY DOES NOT GUARANTEE YOUR SATISFACTION WITH THE CERTIFICATION PROGRAM OR YOUR RESULTS. JUDGE ACADEMY AND ITS AFFILIATES MAKE NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE CERTIFICATION PROGRAM, CREDENTIALS, OR LOGOS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU IN ITS ENTIRETY.

8.2 Exclusion and Limitation of Damages. JUDGE ACADEMY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. JUDGE ACADEMY'S TOTAL AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT IN ANY MANNER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO AND NOT EXCEED THE FEES PAID BY YOU TO JUDGE ACADEMY UNDER THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU IN THEIR ENTIRETY.

9. Employment Status

You acknowledge that you are not an employee and also not an independent contractors of Judge Academy under this Agreement. You agree that you will not receive any employee benefits that Company provides to its employees. You will not, solely as a result of holding any Certification, represent yourself as an agent, employee, consultant, contractor or legal representative of Judge Academy or any developer, publisher, or tournament organizer or sponsor (or any affiliate thereof) of any game you have been certified to judge.

10. CONFIDENTIALITY AND OWNERSHIP

10.1 Confidential Information. The Certification Exam (including without limitation, questions, answers, worksheets, computations, drawings, diagrams, length and number of exam segments and/or questions, or any communication related to the Certification Exam) is the confidential property of Judge Academy (“**Confidential Information**”) and is made available to you for the sole purpose of testing your knowledge in the technical area referenced in the title of the applicable Certification Exam.

10.2 Protection. You agree (A) to hold Confidential Information in confidence and take all reasonable precautions to protect it; (B) not to use Confidential Information at any time during the term or after the termination of this Agreement; except as provided herein; and (C) that you shall not disclose, publish, reproduce or transmit any Confidential Information to any third party, in any form, including without limitation, verbal, written, electronic or any other means for any purpose.

10.3 Ownership. Judge Academy retains all rights, title and interest in and to all information, content and data contained in Certification Exams and all copyrights, patent rights, trademark rights and other proprietary rights thereto provided by Judge Academy under this Agreement.

11. GENERAL

11.1 Governing Law. This Agreement is governed by the laws of the State of Oregon, USA, without regard to its choice of laws principles, and you agree to submit to the exclusive jurisdiction of, and venue in, the courts in Multnomah County, Oregon, in any dispute arising out of or relating to this Agreement.

11.2 Severability and Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the other provisions of this Agreement shall continue in full force and effect. Except for actions for nonpayment or breach of Judge Academy's intellectual property or other proprietary rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has accrued.

11.3 No Assignment. You may not assign your rights and/or obligations, in whole or in part, under this Agreement to any third party. Any such attempted assignment shall be null and void.

11.4 Survival. Provisions that survive termination or expiration of this Agreement include those pertaining to limitation of liability, indemnification, nondisclosure, and others which by their nature are intended to survive.

11.5 Entire Agreement. This Agreement, together with Judge Academy's Terms of Service and Privacy Policy, constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.