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This is a license agreement between:

(a) The “Licensee” who is the individual person indicated as the licensee during the purchase process or that person’s employer if that person is acting on the employer’s behalf and with the employer’s authorization; and

(b) Common Core Kingdom, LLC DBA MagiCore (“**MagiCore**”).

2. COMMERCIAL USE

This License Agreement governs the Commercial Use of Licensed Asset(s). Commercial use shall be defined as any use that involves an exchange of money or other consideration in connection with the presentation of or sharing of the Licensed Asset(s). Commercial Use does not include use by teachers in a public school, private school, charter school, or similar school where students attend daily and teachers do not receive monetary compensation or other consideration directly from students. Non-Commercial Use is governed by the Terms of Use included in the Licensed Assets or as listed on the MagiCore website at <https://magicorelearning.com/terms-of-use>.

3. INDIVIDUAL USERS

The number of individual users permitted to access and use the Licensed Asset(s) shall be limited to the number of licenses selected and paid for at the time of purchase. If Licensee requires additional users, additional licenses to the Licensed Asset(s) must be purchased.

4. ASSET MANAGEMENT

Licensee may only upload the Licensed Asset to a (i) server owned and controlled by Licensee or (ii) a cloud storage service or digital asset manager controlled by Licensee for use by Licensee only as permitted herein. The Licensed Asset(s) must never be stored in a manner where they are accessible to the general public or in any manner where they can be shared or accessed without the direct control and consent of the Licensee.

5. PERMITTED USES

5.1 – General Terms and Conditions

The Licensed Asset(s) may be used commercially to facilitate an educational class or educational presentation (“**Course**”) providing ALL of the following conditions are met:

(i) Information must be presented by a live instructor.

- (ii) **A license must be purchased by the Licensee for each person attending the class and/or receiving presented materials (“Attendees”)** regardless of whether the Attendee has paid money or other consideration to the Licensee for the Course.
- (iii) The Licensed Asset(s) may be used to supplement the Course but must not be a substantial portion of the class or presentation.
- (iv) The Licensed Asset(s) must never be used in the marketing, advertising, or materials used to identify, classify, or describe a Course or the Licensee or its agents. However, all course descriptions shall contain the title of the resource and the phrase “created by MagiCore”.
- (v) All Credits and Terms of Use included in the Licensed Asset(s) must remain unaltered as part of the Licensed Asset(s).

5.2 – Online Courses (e.g. Outschoool)

The Licensed Asset(s) may be used to facilitate an online class presented in exchange for Attendees fees providing the following additional conditions are met:

- (i) The online class must be led by an instructor in real time.
- (ii) The Licensed Asset(s) must not be provided to any Attendee prior to the beginning of the instructor’s live presentation.
- (iii) The Licensee or an agent thereof must notify all Attendees that the Licensed Assets may not be shared with any third party by the Attendee.
- (iv) All Online Courses must be reported to MagiCore using the Commercial Use Registratoion Form (“**Registration Form**”) found at <https://forms.gle/u2j49dSHTZi9z6679>. The Licensee or an agent thereof shall complete the Registration Form prior to each presentation of any Online Course to Attendees; however, if an Online Course has multiple sessions with the same Attendees attending each session, then the form shall only be submitted once prior to the first presentation of the Online Course.

6. PROHIBITED USES

6.1 – Resale or Sub-Licensing

- (i) Resale or Sub-Licensing the Licensed Asset(s) or any modification of it in source file form is strictly prohibited.
- (ii) Resale or Sub-Licensing of the Licensed Asset(s) or any modification of it in a way that is directly competitive with the original Licensed Asset(s) is strictly prohibited.
- (iii) Making public or sharing the Licensed Asset(s) in any way that allows others to download, extract, or redistribute the Licensed Asset(s) as a standalone file in a manner that does not comply with the end use permitted in this License Agreement is strictly prohibited.

7. INTELLECTUAL PROPERTY

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10. AUDIT

Upon reasonable notice, Licensee agrees to provide to MagiCore a list of Courses that contain the Licensed Asset(s) along with a list of attendees and records regarding collected fees, including but not limited to providing MagiCore with free of charge access to any pay-walled or otherwise restricted access website or platform where the Licensed Asset is being used. If any audit reveals an underpayment by Licensee to MagiCore of five percent (5%) or more of the amount Licensee should have paid, then in addition to paying MagiCore the amount of the underpayment and any other remedies to which Creative Market is entitled, you also agree to reimburse Creative Market for the costs of conducting the audit.

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12. INDEMNIFICATION

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14. NOTICES

All notices required to be sent to MagiCore under this License Agreement should be sent via email to jonathan@magicorelearning.com. All notices to Licensee will be sent via email to the address provided by Licensee during account creation or purchase.

15. MODIFICATIONS

MagiCore may modify this License Agreement by posting an updated version on the MagiCore website. The then current version of the License Agreement posted at the time of purchase shall apply to purchases (even if the Licensed Asset is downloaded after the License Agreement is updated). Updated versions of the License Agreement shall not apply retroactively to prior purchases unless either (1) Licensee is notified of its option to apply the updated terms to prior purchases and expressly agrees (e.g., via clicking "Agree") or (2) such modification (i) does not adversely affect any rights of Licensee and (ii) MagiCore notifies Licensee of the changes and that they will apply retroactively (e.g., via email to the address on file).