

GRIPNR TERMS OF SERVICE

Last modified: June 8th, 2023

Please read these Terms of Service (“Terms”) carefully. If you use or access GRIPNR, LLC or our affiliates (“Company” or “we” or “us”) services, products or websites, including The Glimmering, The Bastard Baboons, Glimmering Heroes, Glimmering Treasure, Play.Gripnr.com and other blockchain-based applications as well as non-fungible tokens (“Digital Collectibles”) which we may make available (“GRIPNR Services” or “Services”), you agree to be bound by these Terms. Your acquisition, purchase, minting or ownership of Digital Collectibles via the Services constitutes your full and unconditional agreement to these Terms. If you do not agree to these Terms, do not use the GRIPNR Services. We may update or modify these Terms from time to time and will post them and update the date. By accessing or using the GRIPNR Services thereafter, you agree to be bound by such updated Terms. If you do not agree, do not continue to use the GRIPNR Services.

The Terms also include and incorporate by this reference the Wizards of the Coast, Inc. System Reference Document 5.1 (SRD 5.1) as licensed under Creative Commons Attribution 4.0 International License (CC 4.0) terms attached hereto as Exhibit A (Designation of Open Gaming Content). The GRIPNR Services include Open Game Content (as such term is defined in SRD 5.1 and CC 4.0) which may only be used under those Terms.

Digital Collectibles

A Digital Collectible you have purchased or otherwise rightfully acquired from us (or from the original or a subsequent purchaser) and where proof of such purchase is recorded on the applicable blockchain (each, “Your Digital Collectibles”) is, in addition to these Terms, governed by any description or other additional terms that accompany that Digital Collectible. GRIPNR may, at its option, use third-party platforms or wallet extensions (which may be owned or operated by third parties) to sell Digital Collectibles (“Third Party Sites”). You agree to adhere to any applicable terms of service or privacy policies applicable to the use of any Third Party Sites.

UNLESS STATED OTHERWISE IN THE DESCRIPTION OF THE APPLICABLE DIGITAL COLLECTIBLE, YOUR DIGITAL COLLECTIBLE IS TRANSFERABLE, BUT ANY TRANSFEREE WILL BE SUBJECT TO THESE TERMS (INCLUDING THE SRD 5.1 AND CC 4.0 TERMS). DIGITAL COLLECTIBLES THAT WE PROVIDE ARE UTILITY TOKENS TIED TO UNIQUE GOODS, SERVICES AND EXPERIENCES. YOU SHOULD NOT PURCHASE OUR DIGITAL COLLECTIBLE WITH A VIEW TO INVESTMENT, RESALE OR SPECULATION. THERE CAN BE NO ASSURANCE AS TO THEIR PRESENT OR FUTURE VALUE, TRANSFERABILITY OR MARKETABILITY.

Qualifications

You represent and warrant that you meet the following qualifications: (1) you are at least 18 years of age (or the age of legal majority in your jurisdiction, if older); and (2) you are able to form legally binding contracts under applicable law.

Privacy

We use and protect your information and maintain the security of the GRIPNR Services in accordance with the GRIPNR Privacy Policy, which is incorporated by reference and located at [<https://theglimmering.com/privacy-policy>]

Use of GRIPNR Services; Limited License

GRIPNR grants you a limited, revocable, non-sublicensable license to access and use the GRIPNR Services and all other content, artwork, designs, drawings, photographs, labels, logos, insignia, trademarks, trade dress, copyright, recipes, formulas, data, information and materials included in the GRIPNR Services but excluding Your Digital Collectibles (“GRIPNR Materials”) solely for your own personal use, subject to the terms and conditions set forth in these Terms or provided in connection with the GRIPNR Services. GRIPNR does not grant you, by implication, estoppel, or otherwise, any license or right to use any GRIPNR Materials in a manner inconsistent with these Terms without our express prior written permission. All other rights are reserved by GRIPNR and its licensors. You agree that you will not modify, copy, distribute, resell, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another web page, or use the GRIPNR Services or GRIPNR Materials except as explicitly authorized in these Terms. You will not use the GRIPNR Services or the GRIPNR Materials other than for their intended purpose or in any way that is unlawful or harms us or our suppliers.

You acknowledge and agree that GRIPNR (or, as applicable, its licensors) own all rights, title and interest in and to any artwork, designs, drawings, photographs, labels, logos, insignia, trademarks, trade dress, copyright, recipes, formulas and other creative materials that may be associated with or contained in Your Digital Collectibles (collectively, “Creative Content”), and all intellectual property rights therein. Notwithstanding any purchase of Digital Collectibles, all right, title, and interest in the Creative Content and other GRIPNR intellectual property incorporated in any Digital Collectibles (including Your Digital Collectibles) and including all copyrights, trademarks, and other intellectual property rights therein, are held by GRIPNR or its licensors, and you agree not to infringe, violate or misappropriate those exclusive rights.

Without limiting the generality of the foregoing, subject to your continued compliance with these Terms, GRIPNR grants you a limited, revocable, non-exclusive, non-transferable, royalty-free license to use the Creative Content for Your Digital Collectibles solely for the following purposes:

- for your own personal, non-commercial use;
- for the purpose of creating derivative works that include Your Digital Collectibles (for example, printing and selling t-shirts that display the image of Your Digital Collectibles);

- display as part of streaming gameplay in which you use/play as your Digital Collectibles; or
- as part of a marketplace that permits the purchase and sale of Digital Collectibles (provided that the marketplace cryptographically verifies each Digital Collectibles owner's right to display the Creative Content to ensure that only the actual owner of the Digital Collectibles can display the Creative Content and that such marketplace enforces Creator Royalties); provided in each case that you credit GRIPNR/The Glimmering.

Except as expressly permitted by these Terms, You may not (and may not permit any third party to):

- use the Creative Content in connection with images, videos, or other forms of media or content that depict or promote violence, hatred, sexual conduct, illicit drugs or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; or
- attempt to trademark, copyright, or otherwise acquire any intellectual property rights in the Creative Content except for the limited license granted pursuant to these Terms.

To the extent that the Creative Content contains any intellectual property licensed from a third party, you will not have the right to use such third party intellectual property in any way except as incorporated in the Creative Content (and subject to all of the restrictions set forth herein with respect to your use of the Creative Content).

For clarity, the foregoing license applies solely to Creative Content as it is contained in/associated with Your Hero Player Character Digital Collectibles and does not apply to the GRIPNR Services, GRIPNR Materials, The Bastard Baboons or The Glimmering, including the logos and trademarks associated with them.

If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of Your Digital Collectibles for any reason, the license granted in these Terms will transfer to the subsequent owner and the license granted to you will immediately expire, and you will have no further rights in or to such Digital Collectibles or the related Creative Content.

In addition, you agree that you shall not remove any proprietary notices or labels on or in the GRIPNR Materials and/or not bypass, modify, defeat or circumvent any technologies or methods to deliver or protect the Digital Collectibles or any other GRIPNR intellectual property.

User Content

As between you and us, all User Content is your sole and exclusive property and you are responsible for it. "User Content" consists of any information, content, or material that you upload, post, or transmit to or via the GRIPNR Services. (For clarity, User Content does not include Digital Collectibles.) We may use the User Content to provide the GRIPNR Services to you. We may also aggregate User Content with other User Content to develop and improve GRIPNR's products and services. Except as otherwise provided in these Terms, we will not use the User Content. We may use or disclose any information that we reasonably believe is necessary to: (1) satisfy legal requirements or governmental requests; (2) enforce or investigate

violations of these Terms; (3) detect, prevent, or otherwise address fraud, security, or technical issues; (4) respond to your user support requests; or (5) protect the rights, property, or safety of GRIPNR, our licensors, our users, and the public.

User Content Prohibitions

With regard to your use of the GRIPNR Services, you agree not to engage in any of the following activities and that doing so is a breach of these Terms:

- Violating local, state, or other applicable laws or regulations;
- Posting User Content that infringes the intellectual property rights, privacy, publicity, or other rights of any third party;
- Posting User Content that is unlawful, obscene, defamatory, threatening, harassing, hateful, or embarrassing to any party as determined in our sole discretion;
- Posting any materials to solicit business for yourself or any third party;
- Impersonating a third party or implying you are someone other than who you are;
- Distributing viruses or other harmful or malicious computer code;
- Collecting information about others without their explicit written consent;
- Providing your access credentials or otherwise allowing a third party or third party system to use your identification, to pretend they are you, or to access your GRIPNR account; or
- Engaging in any conduct that disrupts or impedes a third party's use and enjoyment of the GRIPNR Services or which, in our judgment, exposes us or any customers, licensors, partners or related entities, to liability or detriment of any type.

User Obligations

When using the GRIPNR Services, you agree to: (1) provide accurate information to us at all times and promptly update any information provided, including your profile or any other GRIPNR account information; (2) keep your access credentials confidential and secure and promptly notify us if they are compromised; and (3) promptly update any compromised credentials to new credentials and take other steps that you or we may deem necessary to protect your account.

You are responsible for any inaccurate information you provide in connection with the GRIPNR Services and any actions taken under your GRIPNR account credentials, regardless of whether such actions are taken by you or a third party. We are not liable for any loss or damage arising from any unauthorized use of your account.

Submissions

You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding GRIPNR or the GRIPNR Services, which you provide to us, whether in email, feedback forms, or other submission format, shall belong exclusively to us, without acknowledgement or compensation to you.

Disclaimers

We reserve the right to modify or discontinue the Digital Collectibles or the GRIPNR Services (or any parts of any associated software or applications relating thereto) with or without notice at any time; provided, however, that we will use reasonable efforts to provide advance notice of such action. GRIPNR (including, without limitation, our licensors) shall not be liable to you or any third party for any modification, suspension or discontinuance of the Digital Collectibles or the GRIPNR Services or any associated software, applications or functionality.

THE GRIPNR SERVICES, THE GRIPNR MATERIALS, DIGITAL CollectibleS, AND OTHER SERVICES, PRODUCTS, OR MATERIALS PROVIDED IN CONNECTION THEREWITH BY GRIPNR, LICENSORS, PROVIDERS, OR ANY OTHER THIRD PARTY (THE “MATERIALS”) ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. GRIPNR, LICENSORS, PROVIDERS, AND ALL OTHER THIRD PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

GRIPNR, PROVIDERS, LICENSORS AND ALL OTHER THIRD PARTIES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, OR COVENANTS THAT THE MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WHILE WE ATTEMPT TO ENSURE YOUR ACCESS TO AND USE OF THE MATERIALS IS SAFE, GRIPNR DOES NOT REPRESENT, WARRANT OR COVENANT THAT THE MATERIALS OR THE GRIPNR OR THIRD PARTY SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

If you sell or otherwise transfer Your Digital Collectibles, you agree that you will not have any claims against GRIPNR for any breach of these Terms by a purchaser or other recipient, including if they make commercial use of the Digital Collectibles in breach of these Terms.

LIMITATION OF LIABILITY

IN NO EVENT WILL GRIPNR, PROVIDERS, LICENSORS, OR OTHER THIRD PARTIES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE GRIPNR SERVICES, THE GRIPNR MATERIALS, DIGITAL CollectibleS, OR THE MANNER OR MEANS BY WHICH THEY ARE DELIVERED TO YOU. IN ANY EVENT, THE MAXIMUM LIABILITY OF GRIPNR, ITS PROVIDERS, LICENSORS AND OTHER THIRD PARTIES ARISING WITH RESPECT TO THE MATERIALS OR OTHERWISE, WHETHER UNDER CONTRACT, TORT OR ANY OTHER BASIS SHALL NOT EXCEED THE GREATER OF \$100 OR THE TOTAL PAYMENT MADE BY YOU TO GRIPNR FOR THE AFFECTED MATERIALS.

Indemnification

You agree to defend, indemnify, and hold harmless GRIPNR, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the GRIPNR Services, including, but not limited to, any use of the GRIPNR Services and Digital Collectibles other than as expressly authorized in these Terms, your use of any information obtained from the GRIPNR Services, or any breach by anyone you transfer or sell Digital Collectibles to of these Terms (Including the SRD 5.1 and CC 4.0 terms).

GRIPNR Wallet

The GRIPNR Wallet is a custodial digital wallet embedded in the service and the GRIPNR platform that enables you to store, manage and transfer your GRIPNR Digital Collectibles in accordance with these terms and conditions. It is protected by your account password. By using the service and GRIPNR wallet, you agree you are solely responsible for protecting your account, your GRIPNR wallet, and your GRIPNR Digital Collectibles.

The GRIPNR wallet shall only contain GRIPNR Digital Collectibles. It is strictly prohibited to knowingly receive non-GRIPNR Digital Collectibles or other cryptographic tokens in the GRIPNR wallet. While you own your Digital Collectibles according to these terms and conditions, GRIPNR owns and controls the service, including the GRIPNR wallet. We may restrict your ability to interact with the GRIPNR wallet through the service. For example, should your account become suspended or terminated due to violating these terms and conditions or our community guidelines, you may be unable to access your GRIPNR wallet until the suspension ends or indefinitely.

You may transfer your GRIPNR Digital Collectibles to another wallet at any time, subject to these terms and conditions. Your use of a third-party wallet may be subject to other legal terms and conditions. GRIPNR has no control over those services or the public blockchain and cannot assure that any permitted transfer of your GRIPNR Digital Collectibles will be completed. Once transactions and other transfer details have been submitted to the public blockchain, we can not assist you with reversing, canceling, or changing your transfer or transaction details. You must carefully review your transaction details before initiating any transfer of your GRIPNR Digital Collectibles.

Digital Collectibles Sales

All sales of Digital Collectibles are final. If you received a free GRIPNR Digital Collectible from GRIPNR, you are not permitted to transfer that Digital Collectible until you have first paid for and completed at least one game on the GRIPNR platform or purchased a GRIPNR Digital Collectibles directly from the company, whichever occurs first. Once that requirement is met, you can transfer all of your GRIPNR Digital Collectibles to any other non-custodial wallet you

own or a third party. GRIPNR reserves the right to reclaim any free Digital Collectible the company may have directly issued to you if it is not used in a game session on the GRIPNR platform (play.gripnr.com) within the first forty-five days of issuance.

GRIPNR Digital Collectibles have a 10% “Creators Royalty.” The Digital Collectibles owner shall be deemed to have satisfied this condition when selling Digital Collectibles on a third-party platform and marketplace that honors and collects Creator Royalties. Selling GRIPNR Digital Collectibles on any platform and marketplace that does not honor and collect Creator Royalties is strictly prohibited. Any sale of GRIPNR Digital Collectibles that do not satisfy these requirements are null and void, and both parties lose any rights and interest in the Digital Collectibles sold.

On the GRIPNR platform, you may only purchase Digital Collectibles with a credit card and fiat currency. You may resell or otherwise transfer Your Digital Collectibles where this is permitted by these Terms (Including the requirement to pay for and complete one game session, the SRD 5.1 and CC 4.0 terms).and applicable law. Any sale or transfer must provide for the transfer of all of your rights then outstanding with respect to such Digital Collectibles. Anyone receiving such Digital Collectibles from you must agree to and is bound by these Terms (Including the SRD 5.1 and CC 4.0 terms). We expressly reserve the right to seize, freeze, or otherwise modify the ownership of any Digital Collectibles in case of non-compliance with the foregoing.

You are responsible for any loss or damage to, or loss of access to, Your Digital Collectibles and neither GRIPNR nor any of its licensors shall have any liability in such circumstances, regardless of cause. You expressly understand and agree that your use of the GRIPNR Services and any Digital Collectibles is at your sole risk and that the GRIPNR Services and Digital Collectibles are provided “as is” and “as available.”

Inherent Risks with Digital Assets

There are risks associated with using Internet-based digital assets such as Digital Collectibles and cryptocurrency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your electronic wallet. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the GRIPNR Services, the Digital Collectibles, and/or the Polygon and Polygon blockchain network, however caused.

Value/Volatility/Not An Investment

The prices of Digital Collectibles can be extremely volatile and subjective, and Digital Collectibles have no inherent or intrinsic value. To the extent there is a price or market for a blockchain asset such as Digital Collectibles, (a) those prices and markets are extremely volatile, (b) variations in the price of other digital assets could materially and adversely affect the value of any digital assets you own, including Digital Collectibles, and (c) there is no guarantee that Digital Collectibles will have or retain any value. Digital Collectibles are not securities or financial instruments and are not offered for investment purposes. The commercial or market

value of Digital Collectibles may materially diminish in value as a result of a variety of things, including negative publicity associated with GRIPNR. You accept and acknowledge that we will not be responsible for the risks of engaging in any transactions relating to your Digital Collectibles with third parties (e.g., transferring your Digital Collectibles on any so-called “secondary market”).

Use of Blockchain

We do not make any promises or guarantees about the availability of Digital Collectibles or that we will host your or any other Digital Collectibles at any specific location and/or for any specific period of time. Upgrades to the Polygon blockchain, a hard fork or other change to the Polygon blockchain, a failure or cessation of the Polygon blockchain or its underlying cryptocurrency, or a change in how transactions are confirmed on the Polygon blockchain may have unintended, adverse effects on all blockchains using those or similar technologies, including the Digital Collectibles. We do not make any promises or guarantees related to the Polygon blockchain, or any other third parties related to the Digital Collectibles or the GRIPNR Services (including any of their respective applications and/or services, as well as to the continued availability of or the protection or storage of any data you provide to those parties). You accept and acknowledge that we will not be responsible for any loss of access to your Digital Collectibles due to loss of your private key(s), custodial error or purchaser error, mining attacks, hacking, security weaknesses, fraud, counterfeiting, cyberattacks and other technological difficulties.

Regulatory Uncertainty

The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the GRIPNR Services ecosystem, and therefore the potential utility or value of your Digital Collectibles. You accept and acknowledge that we will not be responsible for the risk of changes to the regulatory regime governing blockchain technologies, cryptocurrencies, and tokens and new regulations, unfavorable regulatory intervention in one or more jurisdictions or policies any of which may materially adversely affect the use and value of the Digital Collectibles.

You also acknowledge and agree that: (a) you have obtained sufficient information to make an informed decision regarding the Digital Collectibles; (b) you are solely responsible for determining the nature, potential value, suitability and appropriateness of these risks for yourself; (c) GRIPNR does not represent or warrant that any Digital Collectibles, or its supporting systems or technology, are reliable, current or error-free or otherwise meets your requirements, that defects in the Digital Collectibles, or their supporting systems or technology, will be corrected, or that the delivery mechanism for Digital Collectibles will be free of viruses or other harmful components; and (d) GRIPNR shall not be responsible for any communication failures, disruptions, errors or delays you may experience related to the Digital Collectibles.

Export

The GRIPNR Services and Digital Collectibles are subject to U.S. export, import, customs, antiboycott, and economic sanctions laws, regulations, rules, and orders (each, a “Trade Control

Law”). You shall not export, re-export, or otherwise transfer or provide any item in contravention of any Trade Control Law, including to anyone (a) in Cuba, Crimea, Iran, North Korea, Sudan, or Syria, or in any other embargoed destination, or (b) listed on, or owned or controlled by anyone on, a sanctioned party list published by the U.S. Departments of Commerce or Treasury, including the Specially Designated Nationals and Blocked Persons List (a “Sanctioned Party”). You certify that you are not a Sanctioned Party or located in or a resident of any embargoed destination. In addition to any other remedy that GRIPNR may have, GRIPNR may suspend and/or cancel the provision of any item if GRIPNR believes, in its discretion, that such activity may violate any Trade Control Law or GRIPNR’s own compliance policies.

Non-Crypto Currency Financial Transactions on GRIPNR Services

Any non-crypto currency payments via credit cards or other means will be directed to our unaffiliated third-party payment processor. All bank, credit card, or other payment information is sent directly to and stored with the payment processor using its security protocols. We do not store your payment information on our systems and shall not have any responsibility for the safety or security of that information. We may add or change any payment processing services at any time. Such services may be subject to additional terms or conditions including their privacy policies.

No Liability for Financial Transactions

We have no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transactions that you engage in via the GRIPNR Services or any other payment or transactions that you conduct via the Polygon blockchain network.

Responsibility for Taxes.

You are solely responsible for determining what, if any, taxes apply to your Digital Collectibles-related transactions. We are not responsible for determining the taxes that apply to your transactions on the GRIPNR Services or other Digital Collectibles-related transactions. We will charge you, withhold and pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority associated with your use of the GRIPNR Services. To allow us to determine our tax obligations, you agree that we may rely on your IP address. You are required to inform us if your IP address does not reflect your country of residence.

Applicable Law and Venue

These Terms are governed by and construed in accordance with the laws of the State of Washington, US, applicable to agreements made and entirely to be performed within the State of Washington, US, without resort to its conflict of laws provisions. You agree that any action at law or in equity arising out of or relating to these Terms can be filed only in state or federal court located in Seattle, Washington, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out

of these Terms. You also acknowledge and understand that, with respect to any dispute with us, our officers, directors, employees, or agents, arising out of or relating to your use of the GRIPNR Services or these Terms: (1) you are giving up your right to have a trial by jury; and (2) you are giving up your right to serve as a representative, as a private attorney general, or in any other representative capacity, or to participate as a member of a class of claimants, in any lawsuit involving any such dispute.

General Provisions

No waiver of any term, provision or condition of these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of these Terms. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms will continue in effect. Except for the sale or other transfer made in accordance with these Terms of Your Digital Collectibles, you may not assign these Terms or assign, transfer or sublicense your rights, if any in the GRIPNR Services. Except as expressly stated in another written agreement between you and us, these Terms constitute the entire agreement between you and us with respect to the GRIPNR Services. You agree that, except as otherwise expressly provided in these Terms, there shall be no third party beneficiaries to these Terms. You acknowledge and agree that GRIPNR's licensors are intended third party beneficiaries of these Terms. You agree and consent to receive communications from us via each of the following methods: by posting or making available such communication within the GRIPNR Services or by sending such communication to the email address you provided as part of your account. You agree that all agreements, notices, disclosures and other communications that we may provide to you electronically satisfy any legal requirement that such communications be in writing.

EXHIBIT A

DESIGNATION OF OPEN GAME CONTENT

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