

# Exhibit 18



# TERMS OF USE

19 October 2012

**IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 22**

## **PRODUCT LICENSE AND SERVICE AGREEMENT (the "Agreement")**

You agree that your use of this Activision website, application for mobile phone or tablet ("App"), Account (as defined below), service or other property (including Service and/or Service Provided Content as defined below) operated and provided to you by Activision, or other software provided to you by Activision, including any patches, updates, and downloadable content associated with any App or other software (collectively "Product" or "Products") which posts, links to, or otherwise incorporates this Agreement, shall be subject to the terms of this Agreement.

All rights not expressly granted to you are reserved by Activision and its licensors.

Use of the Product is also subject to acceptance of Activision's Privacy Policy.

Please read and review both this Agreement and the Privacy Policy before using this Product. If you do not agree with or wish to accept the terms of either this Agreement or the Privacy Policy then please do not use the Product. By using this Product you agree to be bound by this Agreement and the Privacy Policy and represent you satisfy all of the eligibility requirements below.

### 1. ELIGIBILITY

1. In order to use certain Products you may be required to:
  - meet minimum age requirements - see Sections 1 and 8
  - agree to Third Party Terms - see Section 13

2. Subject to any applicable Product age ratings, restrictions and Account requirements, Products are made available to individuals aged 13 or older. If you are aged 13 but under 18 years of age, you and your parent or guardian must review this Agreement and the Privacy Policy together. Parents/ guardians are jointly and severally liable for all acts (including purchases and payments for Service Provided Content) and omissions of their children aged under 18 years when using a Product. Activision recommends that parents and guardians familiarize themselves with parental controls available on Devices they provide to their child and accompany their child if aged under 13 years of age when online.

---

## 2. ACCESS AND COSTS

You acknowledge and agree that you will provide at your own cost and expense the equipment, Internet or other connection charges, required to access and use the Product. Activision makes no warranty that the Product can be accessed on all personal computers, games consoles, smartphones, tablets or other devices (each, a "Device", or in the plural, "Devices"), by means of any specific Internet or other connection provider, or in all countries.

YOU ARE SOLELY RESPONSIBLE FOR ANY THIRD PARTY COSTS YOU INCUR TO USE THE PRODUCT.

---

## 3. LICENSE

1. Activision grants you a personal, limited, non-exclusive license to use the Product for your non-commercial use. To the fullest extent permitted by applicable law, this license granted to use the Product is non-transferable. You may not rent, lease, lend, sell, redistribute or sublicense the Product. You may not copy (except as expressly permitted by this license and any other applicable terms, conditions, or usage rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Product, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the licensed application). You may not remove or alter Activision or its licensors trademarks or logos, or legal notices included in the Product or related assets. Any attempt to use the Product in breach of the terms of this Agreement is a violation of the rights of Activision and its licensors. If you breach the terms of this Agreement, you may be subject to prosecution and damages. The terms of this Agreement will govern any upgrades provided by Activision that replace and/or supplement the Product, unless such upgrade is accompanied by a separate (and/or updated) agreement in which case the terms of that agreement will govern.

2. If the Product is an App then unless expressly authorised by Activision in writing installation and use is restricted to an authorised Device; and you are prohibited from making a copy of the App available on a network where it could be used or downloaded by multiple users.

3. The license rights granted to you herein are also subject to the limitations set forth below. Any use of the Product in violation of these limitations is a material breach of the Agreement, subjects you to immediate revocation of your license, and will be regarded as an infringement of Activision's copyrights and other rights in and to the Product. You agree that you will not, under any circumstances:

- A. use, develop, host or distribute cheats, automation software (bots), modded lobbies, hacks, mods or any other unauthorized third-party software in connection with the Product, or engage in any form of cheating, boosting, or booting;
- B. exploit or reverse engineer the Product (or any of its parts), for any commercial purpose, including without limitation (a) to enable use at a cyber cafe, computer gaming center or any other location-based site without the express written consent of Activision; (b) for gathering in-game currency, items or resources for sale outside the Product; (c) performing in-game services in exchange for payment outside the Product, e.g., power-leveling; or (d) the sale of accounts, log-in information, or other Product materials, access, or rights;
- C. use any unauthorized third-party software that intercepts, "mines", or otherwise collects information from or through the Product;
- D. except as authorized by Activision in writing, host, provide or develop matchmaking services for the Product, or intercept, emulate or redirect the communication protocols used by Activision in any way, for any purpose, including without limitation unauthorized play over the internet, network play, or as part of content aggregation networks;
- E. facilitate, create or maintain any unauthorized connection to the Product, including without limitation (a) any connection to any unauthorized server that emulates, or attempts to emulate, the Product; and (b) any connection using programs or tools not expressly approved by Activision in writing;
- F. violate any applicable law or regulation in connection with your use of Product;
- G. disrupt or assist in the disruption of: (i) any computer, device or server used to support the Product; or (ii) any other player's use of a Product. ANY ATTEMPT BY YOU TO DISRUPT THE PRODUCT OR UNDERMINE ITS LEGITIMATE OPERATION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS;
- H. interfere or attempt to interfere with the operation of the Product in any way through any means or device including, but not limited to, launching a denial of service attack, spamming, hacking, or uploading computer viruses or time bombs; or

I. reproduce, distribute, display, transfer or use any part of the Product except as expressly authorized by Activision.

---

#### 4. SERVICES

Separate from any license to use the intellectual property of Activision or its licensors set out in Section 3 above, some Products also contain game features or content that are only accessible through online hosting and/or other online services and functionality provided by Activision ("Services"). As detailed in Section 2, you will provide Internet access necessary to use these services at your own cost and expenses. All such Services are provided to you by Activision on a personal, non-commercial and non-transferable basis. All such Services are provided subject to the terms of this Agreement and Activision's Privacy Policy.

---

#### 5. USE OF DATA

FOR FULL DETAILS ABOUT HOW ACTIVISION COLLECTS, STORES AND USES PERSONAL AND OTHER INFORMATION, PLEASE SEE THE APPLICABLE PRIVACY POLICY ([HTTP://WWW.ACTIVISION.COM/LEGAL/PRIVACY-POLICY](http://www.activision.com/legal/privacy-policy)).

1. YOU ARE RESPONSIBLE FOR REVIEWING, AND AGREE TO REVIEW, ACTIVISION'S PRIVACY POLICY AND THE PRIVACY POLICIES OF APPLICABLE THIRD PARTIES LISTED IN THE ACTIVISION PRIVACY POLICY THAT MAY COLLECT INFORMATION VIA THIS PRODUCT. IF YOU DO NOT WISH TO REVIEW THOSE PRIVACY POLICIES OR IF YOU ARE CONCERNED ABOUT THE INFORMATION THEY MAY COLLECT, PLEASE DO NOT USE THE PRODUCT.

---

#### 6. USER GENERATED CONTENT

1. The Product may include message boards, content sharing features, and other means by which you and other users may share content that you create ("UGC"). To the fullest extent permitted by applicable law, by submitting any UGC (including without limitation, images, videos, customer service submissions, idea submissions, suggestions and message postings) you automatically grant (or represent and warrant that the owner of such rights has expressly granted) Activision a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, sub-license, create derivative works from and distribute such UGC or incorporate such UGC content into any form, medium, or technology now known or later developed throughout the universe, and agree that Activision shall be entitled to unrestricted use of the UGC for any purpose whatsoever, commercial or otherwise, without compensation, notice or attribution. You waive and agree not to assert any moral or similar rights you may have in any of your UGC. If you are validly using the Product from outside the United States of America or the United Kingdom then Activision may be required to request you to enter into a separate license agreement permitting Activision to use the UGC for certain promotional, administrative or other purposes.

2. To the extent the Product permits other users to access and use your UGC, you also grant all other users of the Product the right to use, copy, modify, display, perform, create derivative works from, and

# Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

## Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

## Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

## Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

## API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

## LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

## FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

## E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.