

EXHIBIT 10

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YOU SHOULD CAREFULLY READ THE FOLLOWING WORLD OF WARCRAFT TERMS OF USE AGREEMENT (THE "TERMS OF USE" OR "AGREEMENT").

IF YOU REJECT THIS AGREEMENT WITHIN THIRTY (30) DAYS AFTER FIRST PURCHASING A LICENSE TO THE WORLD OF WARCRAFT SOFTWARE, YOU MAY CALL (800)757-7707 TO REQUEST A FULL REFUND OF THE PURCHASE PRICE. ONCE YOU AGREE TO THESE TERMS OF USE, THE BATTLE.NET TERMS OF USE, AND THE WORLD OF WARCRAFT END USER LICENSE AGREEMENT, YOU WILL NO LONGER BE ELIGIBLE FOR A REFUND.

Welcome to Blizzard Entertainment, Inc.'s ("Blizzard") World of Warcraft® (the "Game"). The Game includes two components: (a) the software program along with any accompanying materials or documentation (collectively, the "Game Client"), and (b) Blizzard's proprietary World of Warcraft online service (the "Service"). Your use of the Game Client is subject to the World of Warcraft [End User License Agreement](#) (the "EULA"). Your use of the Service is subject to this Terms of Use and the [Battle.net Terms of Use Agreement](#) ("BNET TOU"), incorporated herein by this reference. You must accept the EULA, the Terms of Use and the BNET TOU (collectively, the "Blizzard Agreements") prior to playing the Game.

You must obtain a World of Warcraft authorization code from Blizzard (usually found in a 'box' copy of the Game or purchased through Battle.net), and register for and log in using an authorized Battle.net account (a "BNET Account") to play the Game. The Game is available for use only by authorized end users in accordance with the terms of the Blizzard Agreements. Any use, reproduction, modification or distribution of the Game not expressly authorized by the terms of the Blizzard Agreements is expressly prohibited.

1. Grant of a Limited License to Use the Service

Subject to your agreement to and continuing compliance with the Blizzard Agreements, you may use the Service solely for your own non-commercial entertainment purposes by accessing it with an authorized, unmodified Game Client. You may not use the Service for any other purpose, or in connection with any other software.

2. Additional License Limitations.

not, under any circumstances:

- A. use cheats, automation software (bots), hacks, mods or any other unauthorized third-party software designed to modify the World of Warcraft experience;
- B. exploit the Game or any of its parts, including without limitation the Service, for any commercial purpose, including without limitation (a) use at a cyber cafe, computer gaming center or any other location-based site without the express written consent of Blizzard; (b) for gathering in-game currency, items or resources for sale outside the Game; or (c) performing in-game services in exchange for payment outside the Game, e.g., power-leveling;
- C. use any unauthorized third-party software that intercepts, "mines," or otherwise collects information from or through the Game or the Service, including without limitation any software that reads areas of RAM used by the Game to store information about a character or the game environment; provided, however, that Blizzard may, at its sole and absolute discretion, allow the use of certain third party user interfaces;
- D. modify or cause to be modified any files that are a part of the Game Client or the Service in any way not expressly authorized by Blizzard;
- E. host, provide or develop matchmaking services for the Game or the Service, or intercept, emulate or redirect the communication protocols used by Blizzard in any way, for any purpose, including without limitation unauthorized play over the internet, network play, or as part of content aggregation networks;
- F. facilitate, create or maintain any unauthorized connection to the Game or the Service, including without limitation (a) any connection to any unauthorized server that emulates, or attempts to emulate, the Service; and (b) any connection using programs or tools not expressly approved by Blizzard;
- G. violate any applicable law or regulation in connection with your use of the Game Client or the Service; or
- H. disrupt or assist in the disruption of (i) any computer used to support the Service (each a "Server"); or (ii) any other player's Game experience. ANY ATTEMPT BY YOU TO DISRUPT THE SERVICE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GAME CLIENT MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

3. Eligibility.

You represent that you are an adult in your country of residence. You agree to these Terms of Use on behalf of yourself and, at your discretion, for one (1) minor child for whom you are a parent or guardian and whom you have authorized to play the Game using the license granted to you.

4. Ownership.

All rights and title in and to the Service (including without limitation any user accounts, titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, locations, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, any related documentation, "applets," transcripts of the chat rooms, character profile information, recordings of games) are owned by Blizzard or its licensors. The Game and the Service are protected by United States and international laws, and may contain certain licensed materials in which Blizzard's licensors may enforce their rights in the event of any violation of this Agreement.

5. No Ownership Rights in Account.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN ANY ACCOUNT STORED OR HOSTED ON A BLIZZARD SYSTEM, INCLUDING WITHOUT LIMITATION ANY BNET ACCOUNT OR WORLD OF WARCRAFT ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO SUCH ACCOUNTS ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF BLIZZARD.

6. Account Suspension/Deletion.

BLIZZARD MAY SUSPEND, TERMINATE, MODIFY, OR DELETE ANY BNET ACCOUNT OR WORLD OF WARCRAFT ACCOUNT AT ANY TIME FOR ANY REASON OR FOR NO REASON, WITH OR WITHOUT NOTICE TO YOU. For purposes of explanation and not limitation, most account suspensions, terminations and/or deletions are the result of violations of this Terms of Use or the [EULA](#).

7. Code of Conduct.

As with all things, your use of the Game is governed by certain rules. These rules (the "World of Warcraft Code of Conduct"), maintained and enforced exclusively by Blizzard, must be adhered to by all players. It is your responsibility to know, understand and abide by this World of Warcraft Code of Conduct. The following rules are not meant to be exhaustive, and Blizzard reserves the right to determine which conduct it considers to be outside the spirit of the Game and to take such disciplinary measures as it sees fit up to and including termination and deletion of the Account. Blizzard reserves the right to modify this Code of Conduct at any time.

A: Rules Related to Usernames and Guild Designations.

Each user will either select a character name or allow the Service to automatically select a character name at random. Additionally, users may form "guilds" and such guilds will be required to choose a name for the guild. When you choose a character name, create a guild, or otherwise create a label that can be seen by other players using the Game or the Service, you must abide by the following guidelines as well as the rules of common decency.

If Blizzard finds such a label to be offensive or improper, it may, in its sole and absolute discretion, change the name, remove the label and corresponding chat room, and/or suspend or terminate your use of the Service. In particular, you may not use any name:

- (i) Belonging to another person with the intent to impersonate that person, including without limitation a "Game Master" or any other employee or agent of Blizzard;
- (ii) That incorporates vulgar language or which are otherwise offensive, defamatory, obscene, hateful, or racially, ethnically or otherwise objectionable;
- (iii) Subject to the rights of any other person or entity without written authorization from that person or entity;
- (iv) That belongs to a popular culture figure, celebrity, or media personality;
- (v) That is, contains, or is substantially similar to a trademark or service mark, whether registered or not;
- (vi) Belonging to any religious figure or deity;
- (vii) Taken from Blizzard's Warcraft products, including character names from the Warcraft series of novels;
- (viii) Related to drugs, sex, alcohol, or criminal activity;
- (ix) Comprised of partial or complete sentence (e.g., "Inyourface", "Welovebeef", etc);
- (x) Comprised of gibberish (e.g., "Asdfasdf", "Jjxccm", "Hvlldrm");
- (xi) Referring to pop culture icons or personas (e.g., "Britneyspears", "Austinpowers", "Batman")
- (xii) That utilizes "Leet" or "Dudespeak" (e.g., "Roflcopter", "xxnewbxx", "Roxxoryou")
- (xiii) That incorporates titles. For purposes of this subsection, "titles" shall include without limitation 'rank' titles (e.g., "CorporalTed," or "GeneralVlad"), monarchistic or fantasy titles (e.g., "KingMike", "LordSanchez"), and religious titles (e.g., "ThePope," or "Reverend Al"). You may not use a misspelling or an alternative spelling to circumvent the name restrictions listed above, nor can you have a "first" and "last" name that, when combined, violate the above name restrictions.

B. Rules Related to "Chat" and Interaction With Other Users. Communicating in-game with other Users and Blizzard representatives, whether by text, voice or any other method, is an integral part of the Game and the Service and is referred to here as "Chat." When engaging in Chat, you may not:

- (i) Transmit or post any content or language which, in the sole and absolute discretion of Blizzard, is deemed to be offensive, including without limitation content or language that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, sexually explicit, or racially, ethnically or otherwise objectionable, nor may you use a misspelling or an alternative spelling to circumvent the content and language restrictions listed above;

setting up macros with large amounts of text that, when used, can have a disruptive effect on the normal flow of Chat;

(iii) Disrupt the normal flow of dialogue in Chat or otherwise act in a manner that negatively affects other users including without limitation posting commercial solicitations and/or advertisements for goods and services available outside of the World of Warcraft universe;

(iv) Sending repeated unsolicited or unwelcome messages to a single user or repeatedly posting similar messages in a Chat area, including without limitation continuous advertisements to sell goods or services;

(v) Communicate or post any user's personal information in the Game, or on websites or forums related to the Game, except that a user may communicate his or her own personal information in a private message directed to a single user;

(vi) Harass, threaten, stalk, embarrass or cause distress, unwanted attention or discomfort to any user of the Game;

(vii) Participate in any action that, in the sole and absolute opinion of Blizzard, results or may result in an authorized user of the Game being "scammed" or defrauded out of gold, weapons, armor, or any other items that user has earned through authorized game play in the Game;

(viii) Communicate directly with players who are playing characters aligned with the opposite faction (e.g. Horde communicating with Alliance or vice versa); or

(ix) Impersonate any real person, including without limitation any "game master" or any other Blizzard agent or employee, nor may you communicate in the Game in any way designed to make others believe that your message constitutes a server message or was otherwise posted by any Blizzard agent or employee.

C. Rules Related to Game Play. Game play is what World of Warcraft is all about, and Blizzard strictly enforces the rules that govern game play. Blizzard considers most conduct to be part of the Game, and not harassment, so player-killing the enemies of your race and/or alliance, including gravestone and/or corpse camping, is considered a part of the Game. Because the Game is a "player vs. player" game, you should always remember to protect yourself in areas where the members of hostile races can attack you, rather than contacting Blizzard's in-game customer service representatives for help when you have been killed by an enemy of your race. Nonetheless, certain acts go beyond what is "fair" and are considered serious violations of these Terms of Use. Those acts include, but are not necessarily limited to, the following:

(i) Using or exploiting errors in design, features which have not been documented, and/or "program bugs" to gain access that is otherwise not available, or to obtain a competitive advantage over other players;

(ii) Conduct prohibited by the [EULA](#) or elsewhere in these Terms of Use; and

(iii) Anything that Blizzard considers contrary to the "essence" of the Game.

8. Ownership/Selling of the Account or Virtual Items.

Blizzard does not recognize the transfer of World of Warcraft Accounts or BNET Accounts (each an "Account"). You may not purchase, sell, gift or trade any Account, or offer to purchase, sell, gift or trade any Account, and any such attempt shall be null and void. Blizzard owns, has licensed, or otherwise has rights to all of the content that appears in the Game. You agree that you have no right or title in or to any such content, including without limitation the virtual goods or currency appearing or originating in the Game, or any other attributes associated with any Account. Blizzard does not recognize any purported transfers of virtual property executed outside of the Game, or the purported sale, gift or trade in the "real world" of anything that appears or originates in the Game. Accordingly, you may not sell in-game items or currency for "real" money, or exchange those items or currency for value outside of the Game.

9. Changes to the Terms of Use or the Game.

Blizzard reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete, at any time, any of the terms and conditions of this Agreement, any feature of the Game or the Service, hours of availability, content, data, software or equipment needed to access the Game or the Service, effective with or without prior notice; provided, however, that material changes to this Terms of Use Agreement will not be applied retroactively. If any future

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