| 1                             | UNITED STATES DISTRICT COURT DISTRICT OF ARIZONA   |                                   |  |
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| 2                             |  | OF ARIZONA                        |  |
| 3                             | MDY INDUSTRIES, LLC,   | ) Case No.: CV06-02555-PHX-DGC    |  |
| 4                             | Plaintiff and Counter-Claim<br>Defendant   | ) PROPOSED PERMANENT ) INJUNCTION |  |
| 5                             | vs.  | ) INJUNCTION<br>)                 |  |
| <ul><li>6</li><li>7</li></ul> | BLIZZARD ENTERTAINMENT, INC., and VIVENDI GAMES, INC.  | )<br>)<br>)                       |  |
| 8                             | Defendants and<br>Counter-Claim Plaintiffs.  | The Honorable David G. Campbell   |  |
| 10                            | BLIZZARD ENTERTAINMENT, INC., and VIVENDI GAMES, INC.  |                                   |  |
| 11<br>12                      | Third-Party Plaintiffs,  | )<br>)                            |  |
| 13                            | vs.  | )                                 |  |
| 14                            | MICHAEL DONNELLY,  | )                                 |  |
| 15                            | Third-Party Defendant.   | )<br>)                            |  |
| 16<br>17                      | PROPOSED ORDER   |                                   |  |
| 18                            | WHEREAS, this Court has found that MDY Industries LLC and Michael Donnelly                         |                                   |  |
| 19                            | (collectively "MDY") are liable to Blizzard Entertainment, Inc. and Vivendi Games, Inc.            |                                   |  |
| 20                            | (collectively "Blizzard") for contributory and vicarious copyright infringement, violations of the |                                   |  |
| 21                            | Digital Millennium Copyright Act, 17 U.S.C. §§1201(a)(2) and (b)(1), and tortious interference     |                                   |  |
| 22                            | with contractual relations; and  |                                   |  |
| 23<br>24                      | WHEREAS, good cause having been shown;   |                                   |  |
| 25                            | IT IS ON THIS day of   | , 2009, ORDERED THAT:             |  |
| 26                            | 1. MDY, and all persons and entities acting in concert with it, are hereby                         |                                   |  |
| 27                            | permanently enjoined and restrained from knowingly:  |                                   |  |
| 28                            | (a) Marketing, selling, supporting, distributing or developing Glider or any                       |                                   |  |
|                               | other automation (a/k/a "bot"), cheat, or circumvention software that may be used in               |                                   |  |

connection with World of Warcraft ("WoW");

- (b) Infringing, or contributing to the infringement of, Blizzard's copyrights in its "World of Warcraft" software, including but not limited to the copying of game client program information in to RAM in conjunction with a breach of Section 4 of the Terms of Use for the World of Warcraft Game Client as specified in the July 14, 2008 order of the United States District Court for the District of Arizona granting summary judgment in Blizzard's favor;
- (c) Circumventing, or contributing to the circumvention of, Blizzard's protection mechanisms that control access to the dynamic, nonliteral elements of "World of Warcraft" including but not limited to the circumvention of Warden and/or scan.dll as specified in the January 28, 2009 order of the United States District Court for the District of Arizona entering judgment in Blizzard's favor;
- (d) Operating or supporting any server that authenticates copies of Glider or provides Glider with information about the memory addresses WoW uses to store its game state information;
- (e) Continuing developing, maintaining or updating Glider or other automation (a/k/a "bot"), cheat or circumvention software, including but not limited to the release of patches or information to facilitate the use of such software and/or to circumvent existing or future security measures taken by Blizzard;
- (f) Distributing, selling, providing access to, or otherwise making public or known to any other party the source code for Glider or any part thereof, including without limitation "Tripwire" or any other technology used to circumvent Blizzard's security measures;
- (g) Providing assistance in any form to third parties in developing their own automation (a/k/a "bot"), cheat or circumvention software for use with WoW.
- 2. This Order shall apply to MDY's activities worldwide, and shall apply with the same force and effect to any future release of the WoW Game Client in which Blizzard has a financial or other interest, now or in the future, which interest is known to MDY.

| 1  | 3. MDY, and any persons or entities controlled directly or indirectly by it, are                    |  |
|----|---|--|
| 2  | hereby permanently enjoined and restrained from having any involvement with or holding              |  |
| 3  | anything other than a passive investment or financial interest in any enterprise that it, he or she |  |
| 4  | knows is engaging in any of the activities prohibited by this Consent Order.                        |  |
| 5  | 4. In the event that MDY becomes aware that an enterprise in which it has more that                 |  |
| 6  | a passive investment or financial interest is engaged in any of the activities prohibited by this   |  |
| 7  | Order, it must immediately divest itself of any such investment or financial interest and to        |  |
| 8  | promptly notify Blizzard of the same.   |  |
| 9  | 5. The Court shall retain jurisdiction to entertain such further proceedings and to                 |  |
| 10 | enter such further orders as may be necessary or appropriate to implement and/or enforce the        |  |
| 12 | provisions of this Order.   |  |
| 13 |   |  |
| 14 | IT IS SO ORDERED.   |  |
| 15 | DATED this, 2009.   |  |
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| 17 | Devid C. Completi   |  |
| 18 | David G. Campbell United States District Judge  |  |
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