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6 Attorneys for Plaintiffs,  
Nexon America, Inc. and NEXON Korea  
7 Corporation

8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10

11 NEXON AMERICA INC., a Delaware  
12 corporation, and NEXON KOREA  
CORPORATION, a Korean  
13 corporation,

14 Plaintiffs,

15 v.

16 RYAN MICHAEL CORNWALL, a/k/a  
"Riu Kuzaki" and "Alexandria  
Cornwall"; YANGYU ZHOU a/k/a  
17 "Yang Yu," "W8baby," and  
"Gamersoul"; DOUGLAS CRANE  
18 a/k/a "DJ" and "Lonerboy"; WILLIAM  
"BILLY" KEISTER a/k/a  
19 "ThePhoneGuy"; AMARJOT GILL  
a/k/a "Alphaamar"; DEREK OSGOOD  
20 a/k/a "Jayce"; COLIN JOHNSON a/k/a  
"Colin "; LINDA LIU a/k/a  
21 "linnyda942"; JEREMY SIMPSON;  
V.H. a/k/a "Vince"; DOE 1 a/ka/  
22 "Bizarro" and "Andrew"; DOE 2 a/k/a  
"Cam1596"; and DOES 3 through 10,  
23 inclusive,

24 Defendants.  
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CASE NO. 2:12-cv-00160-RSWL-FFM

**DECLARATION OF LLOYD KORN  
IN SUPPORT OF OPPOSITION TO  
MOTIONS OF DOUGLAS CRANE  
TO DISMISS FOR LACK OF  
JURISDICTION AND/OR TO  
TRANSFER VENUE**

Date: July 17, 2012  
Time: 10:00 a.m.  
Ctm: 21, Spring Street Courthouse

1 I, Lloyd Korn, declare as follows:

2  
3 1. I am the general counsel of Nexon America Inc. (“Nexon America”)  
4 and an attorney at law, duly licensed to practice law in the State of California. I  
5 have been employed by Nexon America since April, 2007. As general counsel, I  
6 am responsible for overseeing litigation engaged in by Nexon America, including  
7 litigation and pre-litigation activities concerning the misappropriation or piracy of  
8 Nexon America’s intellectual property. I know all of the following of my own  
9 personal knowledge and, if called as a witness, could and would competently  
10 testify thereto.

11  
12 2. Nexon America is a Delaware corporation with its principal place of  
13 business at 222 N. Sepulveda Blvd., El Segundo, California 90245. Nexon  
14 America is the exclusive North American licensee of software products and  
15 services developed, published, and owned by NEXON Korea Corporation (“Nexon  
16 Korea”). Nexon America and Nexon Korea are affiliated companies, whose shared  
17 parent company is Nexon Corporation Ltd., a Japanese company.

18  
19 3. Among the products for which Nexon America possesses exclusive  
20 distribution rights in North America is the game MapleStory. MapleStory is a  
21 “massively multiplayer” online role-playing game (“MMORPG”), in which large  
22 numbers of people simultaneously interact, explore, and engage in combat within a  
23 dynamic, virtual, computer-generated world. Nexon offers MapleStory for free  
24 download. Nexon generates revenue by selling “in-game” assets and add-ons, such  
25 as upgraded armor, weapons, costumes, or pets. It is the sale of these “in-game”  
26 items and assets that enables Nexon to develop and maintain its computer game  
27 products.

28

1           4.     MapleStory is a tightly controlled online environment with a defined  
2 set of game rules and carefully balanced reward system. These rules are set by  
3 Nexon's computer servers. These rules are put into place in order to keep the  
4 game fair and compelling and to reward dedicated players for their time and skill  
5 playing the game. If these rules are circumvented, such as by individuals  
6 "cheating" in the game or gaining an unfair advantage against other players (for  
7 example, by unfairly obtaining unearned gold or experience), then legitimate  
8 players become frustrated and lose interest in the game. As a result, Nexon has  
9 implemented technological and contractual measures to prevent users from  
10 hacking, altering, and manipulating the MapleStory game. First, Nexon has  
11 implemented a technology known as "HackShield" that attempts to detect the use  
12 of unauthorized software "hacks" or "cheats," including by scanning a user's  
13 computer for the presence of unauthorized software code. Second, all participants  
14 in MapleStory must assent to a set of "Terms of Use" and an "End User License  
15 Agreement" before installing the MapleStory software and accessing the  
16 MapleStory computer server. These contracts, among other things, prohibit users  
17 from "modify[ing] the [MapleStory] Software . . . or the Service to change game  
18 play, including without limitation, creating cheats and/or hacks or using third-party  
19 software to access files in the Software or Service."  
20

21           5.     A true and correct copy of the Nexon America Inc. Terms of Use is  
22 attached hereto as **Exhibit A**. The Terms of Use state that "[t]his Agreement is  
23 governed by and construed in accordance with the laws of the State of California,  
24 United States of America, without regard to principles of conflicts of laws that  
25 would result in the application of the law of a different jurisdiction. You agree to  
26 submit to the exclusive jurisdiction of any State or Federal court located in the  
27 County of Los Angeles, United States of America, and waive any jurisdictional,  
28 venue or inconvenient forum objections to such courts."

1  
2           6.     A true and correct copy of the Nexon America Inc. End User License  
3 Agreement is attached hereto as **Exhibit B**. The End User License Agreement  
4 states: "This Agreement shall be governed by and construed in accordance with  
5 the laws of the State of California, U.S.A., without regard to principles of conflicts  
6 of laws that would result in the application of the law of a different jurisdiction.  
7 Any dispute arising out of or related to this Agreement shall be subject to the  
8 exclusive jurisdiction of the State and Federal courts located in Los Angeles  
9 County, California, U.S.A, and the parties hereby irrevocably agree to submit to  
10 the personal and exclusive jurisdiction and venue of such courts, and waive any  
11 jurisdictional, venue or inconvenient forum objections to such courts."  
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13           7.     In the course of my work with Nexon America and Nexon Korea, I  
14 have learned of websites that are engaged in the business of distributing software  
15 products designed to allow users to cheat in MapleStory. (These products are  
16 generally referred to as "hacks" or "cheats"). I learned that one of the most  
17 popular of these websites was known as "W8Baby.com" (which later changed its  
18 name to "GamerSoul"). Our investigation further revealed that among the primary  
19 administrators of W8Baby/GamerSoul was an individual known as "Lonerboy." I  
20 further understood that "Lonerboy" was the individual primarily responsible for  
21 collecting and processing payments for the sale of MapleStory hacks and cheats,  
22 including a software product known as "Bizarro Trainer" ("BT"). I subsequently  
23 learned that "Lonerboy" is defendant Douglas Crane.  
24

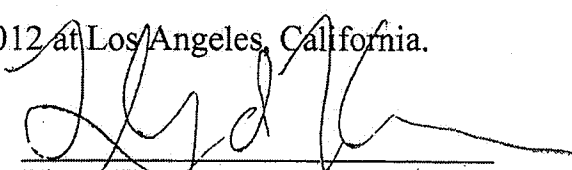
25           8.     All North American operations pertaining to Nexon and its products,  
26 including MapleStory, take place from its El Segundo office. Nexon's North  
27 American business affairs representatives, technical staff and coders (including its  
28 technical security specialists), anti-piracy team, licensing staff, and customer

1 support personnel are located in El Segundo, California. Nexon America is the  
2 exclusive licensee of the rights to copy and distribute MapleStory in the United  
3 States and North America. It licenses those rights from Plaintiff Nexon Korea,  
4 which is located in Seoul, Korea. Nexon Korea is an affiliate of Nexon America  
5 and is the owner of the worldwide copyright in MapleStory.  
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7 9. Neither Nexon America nor Nexon Korea has any offices, employees,  
8 real property, assets, or bank accounts in the State of Massachusetts. Their  
9 employees do not regularly travel to Massachusetts and do not specifically target  
10 residents of Massachusetts. Neither Nexon America nor Nexon Korea is a party to  
11 any lawsuits in the State of Massachusetts and neither has any reason to travel  
12 there in the ordinary course of business.

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14 I declare under penalty of perjury under the laws of the United States of  
15 America that the foregoing is true and correct.

16 Executed on this 26<sup>th</sup> day of June 2012 at Los Angeles, California.

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Lloyd Korn

**EXHIBIT A**  
**to Lloyd Korn Decl.**

## NEXON AMERICA, INC. – TERMS OF USE

**PLEASE READ THIS TERMS OF USE AGREEMENT CAREFULLY BEFORE USING THE SERVICE.** Nexon America, Inc. ("Nexon America," the "Company," "we," "us") provides this web site (the "Site") and all Site-related services and products, including, without limitation, massively multiplayer online role-playing and multiplayer online casual games (collectively, the "Service") subject to your compliance with the terms and conditions set forth in this agreement (the "Agreement"). This Agreement governs the relationship between the Company and you, the Site visitor and/or Service member ("you") with respect to your use of the Service. It is important that you read carefully and understand the terms and conditions of this Agreement.

We reserve the right at any time to:

- Change the terms and conditions of this Agreement;
- Change the Service, including terminating, eliminating, supplementing, modifying, adding to or discontinuing any content or data on or feature of the Service or the hours that the Service is available;
- Change any fees or charges, if any, related to your use of the Service; and
- Change the equipment, hardware or software required to use and access the Service.

Any changes we make will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on the Site. Your continued use of the Site or Service after such notice will be deemed acceptance of such changes. Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement. Upon our request, you agree to sign a non-electronic version of this Agreement.

### 1. SERVICE REGISTRATION.

1.1 **Acceptance of Agreement/Age Requirements.** In order to access and use the Service for any purpose, you must sign up for an account ("Account") with us. Prior to completing the signup process for your Account, you will be required to indicate your acceptance of all of the terms and conditions of this Agreement. If you do not agree to all of the terms and conditions of this Agreement, you may not sign up for an Account and you shall not have the right to use the Service, which includes the right to play any games. By signing up for an Account and using the Service, you represent and warrant that you are 18 years of age or over and have the right, authority and capacity to enter into this Agreement, or you are the legal age required to form a binding contract in your jurisdiction if that age is greater than 18. Without limiting your consent to or the scope of this Agreement or the licenses granted herein, or any future grant of rights, consent, agreements, assignments, and waivers you make with respect thereto, you hereby ratify any prior grant of rights, consents, agreements, assignments and waivers made by you. Your Account may be used only by you, except that if you are a parent or guardian, you may permit one (1) of your minor children who is 13 years of age or older to use the Account instead of you. You agree that you are entirely liable for all activities conducted through the Account, and are responsible for ensuring that you are and/or your child is aware of, understands, and complies with the terms of this Agreement and any and all other Company rules, policies, notices and/or agreements. Notwithstanding the foregoing, you shall at all times be responsible and liable for all activities conducted and items obtained through the Account, including, without limitation, all activities which may be conducted and/or items which may be obtained by your child. Only "natural persons," as opposed to any kinds of legal entities (e.g., corporations, limited liability companies, and/or partnerships), shall have the right to establish an Account. We hereby disclaim any and all responsibility and liability for any unauthorized use of your Account.

1.2 **Registration Process/Information.** To register an Account, you will be required to provide us with certain information about yourself, including, without limitation, your name, e-mail address, birthday, and gender, country of residence, state, zip code and ethnicity. We will also ask you to pick a security question and answer (or security questions and answers) and may collect your IP address and computer's hardware and operating system specifications. The information you provide to us and that we collect will be used by us for a variety of internal purposes, including without limitation to verify your rights to and maintain the Account, to ensure that your Account is unique, to deal with security, debugging and technical support issues, for billing and payment-related issues and to protect ourselves and others from abuse. All of the

information you provide to us or that we collect from you will be governed by the terms and conditions of this Agreement and our **Privacy Policy**, which is hereby incorporated by reference. You agree at all times to (i) provide accurate, current and complete information about yourself as prompted by our registration form or otherwise; and (ii) maintain and update your information (including your e-mail address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate this Agreement and your use of the Service and, in our sole discretion, to report you to the appropriate government authorities. We are not responsible or liable if your Account is "hacked" or if your Account (or the information contained therein) is otherwise deleted.

- 1.3 **Username/Password.** As part of the registration process, you will also be asked to select a username and password for your Account which you will use each time you access the Service. We reserve all right to refuse to grant you or to terminate a username that: (i) impersonates someone else, including, without limitation, another user, Non Playing Character or Game Master ("GM"), (ii) is or may be illegal or is or may be protected by trademark or other proprietary rights laws, or may cause confusion, (iii) is or may be considered vulgar, defamatory, obscene, hateful, racially, ethnically or otherwise offensive, including any usernames which are sexual in nature, (iv) is comprised of or includes the name of a popular culture icon, persona or media personality (e.g., "SpiderMan" or "TigerWoods") or religious deity or figure or your real name or surname, (v) is comprised of or includes the names (including "street" names) of any drug, narcotic or other criminal activity, (vi) includes or is comprised of partial or complete sentences (e.g., "Youwillnotsurvive"), (vii) is comprised of or includes gibberish (e.g., "Akdnvprq"), (viii) is comprised of or includes "Leet" or "Dudespeak" (e.g., OMGnewb, xLOLx, AFKbotman), (ix) is comprised of or includes any rank and/or fantasy titles (e.g., "MajorMark" or "QueenQiana"), (x) includes any special characters (i.e., ASCII codes) and/or (xi) is otherwise inappropriate, regardless of our software's ability to disallow such usernames. You agree that you will not use misspellings or alternative spellings or take any other actions for the purpose of circumventing the foregoing restrictions. You understand and agree that, in addition to the foregoing restrictions, we reserve the right to change, remove, alter or delete any username at any time and for any reason in our sole discretion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer your right to use or access the Service via your username or password to any third person (except if you are a parent or guardian to one (1) of your minor children). If you have reason to believe that your Account with us is no longer secure, you must promptly change your password by visiting <http://www.nexon.net> and immediately notify us of the problem by e-mailing our customer service department by using the E-mail of Inquiry form on the Site. **YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES AND CHARGES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.**

## 2. SERVICE USE & RESTRICTIONS.

- 2.1 **Basic Use.** You may use the Service solely subject to the terms and conditions set forth in this Agreement. You may use the Software (as defined in the **End User License Agreement**) to access the Service solely subject to the terms and conditions of the **End User License Agreement** as well as this Agreement. You understand and agree, however, that you are solely responsible for obtaining and maintaining all telephone, cable, wireless, computer hardware and other equipment needed to access and use the Service and that you shall be solely responsible for all charges and fees related thereto.
- 2.2 **Code of Conduct.** While using the Service and Software, you agree to comply with all applicable laws, rules and regulations. We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity of the Service and Software. We further reserve the right to determine what conduct is outside the "spirit" of the Service and games provided therein. While using the Service, you agree not to:
- Restrict or inhibit any other individual from using the Service, a Cash Item (as defined below) or the Software, including, without limitation, by means of "hacking" or defacing any portion of the Service or Software;



- Institute an attack upon any server used in connection with the Service or otherwise attempt to disrupt such servers;
- Use the Service, Cash Items or Software for any unlawful purpose or in any manner not intended by the Company as contemplated herein and/or on the Site;
- Engage in rude, unlawful, harassing, vulgar, obscene, hateful, threatening, abusive or otherwise objectionable behavior, including, without limitation, looting, kill stealing, making sexual comments and/or cursing;
- Express or imply that any statements you make or actions you take are endorsed by us;
- Impersonate another person (including celebrities), indicate that you are a Nexon America employee, representative of Nexon America (including a GM) or attempt to mislead users by indicating that you represent Nexon America or any of Nexon America's partners or affiliates;
- Transmit: (i) any content that is unlawful, harassing, vulgar, obscene, hateful, fraudulent, threatening, abusive, libelous, defamatory, obscene, sexually explicit, or racially, ethnically or otherwise objectionable, or that could be deemed to be stalking or constitute an invasion of a right of privacy of another person; (ii) any content that infringes our or any third party's intellectual property or other rights, or that you otherwise do not have permission to transmit; (iii) any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature; (iv) any material, non-public information about companies without the authorization to do so; (v) any trade secret of any third party; or (vi) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- Engage in spamming or flooding;
- Remove, alter or conceal any copyright, trademark, patent or other proprietary rights notices contained in the Service, Cash Items or Software;
- "Frame" or "mirror" any part of the Service without our prior written authorization;
- Link to any page of or content on the Site other than the URL located at <http://www.nexon.net/>;
- Provide a link to any web sites that promote any product or any service;
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents, including, but not limited to, Cash Items;
- Harvest or collect information about the Service, visitors to the Site or users of the Service without their express consent;
- Download, copy, reproduce, republish, upload, post, transmit, modify, distribute or publicly display any of the content or information contained in the Service except as expressly authorized by this Agreement;
- Host, provide matchmaking services for, or emulate or redirect the communications protocols used by us (or our designees) as part of the Service, including, without limitation, by protocol emulation, tunneling, reverse engineering, modifying the Software or using a utility program to host the Software;
- Sell, advertise, or post information on hacks for the Software, Cash Items or Service and/or advertising, posting information on or selling hacks for any other software or web sites;
- Exploit the Software, Cash Items or the Service for any commercial purpose, including the provision of "power leveling" services;
- Exploit errors in design, features which are not documented and/or bugs to gain access that would otherwise not be available or to obtain any competitive advantage;
- Modify the Software, Cash Items or the Service to change "game play," including, without limitation, creating cheats and/or hacks or using third-party software to access files in the Software or Service;
- Reverse engineer, decompile or disassemble all or any portion of the Service, Cash Items or Software;
- Use tools which hack or alter the Software, Cash Items or the Service or that allow you to connect to the Software's private binary interface or utilize user or other interfaces other than those provided by us to you;
- Engage in using macros (i.e., "macroing"), auto-looting or robot play (i.e., "booting") or any other behavior that allows you (or any character you are controlling) to automatically function or effect any action in a game with or without your presence;

- Use "packet sniffing," scripting and/or macroing software for any purpose whatsoever, or otherwise monitor the Service, the Cash Items or the Software;
- Attempt to obtain a password or other private account information from any other person or user of the Service; and/or
- Disclose your personally identifiable information or any other person's or user's personally identifiable information (e.g., name, e-mail address, telephone number, age, address, etc.) on the Site or through the Service, or web sites or forums related to the Site or Service, including without limitation the Forums discussed in Section 2.3.

2.3 Playing Games. At all times you shall comply with the terms and conditions of this Agreement and the terms and conditions of all Game Rules and Policies provided on the Service, which are hereby incorporated herein by this reference. By playing any of the games provided on the Service, you agree to the Game Rules and Policies applicable to each game, respectively.

2.3.1 Game Forums. While playing games, you may create and/or join existing forums as part of the Service (the "Forums") for the purpose of communicating with other players regarding game strategy. During the registration process, you will be required to select a Forum name, such name to be subject to the restrictions applicable to usernames and group names as set forth in Section 1.3 above. While participating in a Forum, in addition to adhering to the rules of conduct set forth in Section 2.2 above, you agree not to:

- Disrupt the normal course and pace of postings or chat in the Forum, including through: (i) use of a macro with large amounts of text; (ii) use of mechanisms causing the Forum or chat screen to scroll faster than other users are able to read; (iii) hitting the return key repeatedly; (iv) excessive shouting through the use of the "all caps" key; (v) posting "Spam" messages; and/or (vi) sending repeated unsolicited or unwelcome messages to a single user or repeatedly posting similar messages in a Forum or chat area;
- Harass, threaten, stalk, embarrass or cause distress, unwanted attention or discomfort to any other person or player; and
- Participate in any action that, in the sole discretion of the Company, "scams" or otherwise defrauds any other player, including with respect to any items that a player has earned or otherwise obtained (e.g., Cash Items).

You understand that much of the information included in the Forums is from other players who are not employed by or under the control of the Company. You further acknowledge that a large volume of information is available in the Forums and that people participating in such Forums occasionally post messages or make statements, whether intentionally or unintentionally, that are inaccurate, misleading, deceptive, abusive or even unlawful. We neither endorse nor are responsible for such messages or statements, or for any opinion, advice, information or other utterance made or displayed in the Forums by you or the other players. The opinions expressed in the Forums reflect solely the opinion(s) of you and the other players and may not reflect the opinion(s) of the Company. We are not responsible for any errors or omissions in postings, for hyperlinks embedded in messages or for any results obtained from the use of the information contained in the Forums. Under no circumstances will we or our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on the information in the Forums or your use of the Forums. You should be aware that, when you disclose information about yourself in a Forum while using the Service, the information is being made publicly available and may be collected and used by other users. When you disclose any information in a Forum, you do so at your own risk. We have no obligation to monitor the Forums, or any postings or other materials that you or other players transmit or post on the Forums. However, you acknowledge and agree that we have the right (but not the obligation) to monitor the Forums and the postings and other materials you and the other players transmit and post; to alter or remove any such materials (including, without limitation, any posting to a Forum); and to disclose such materials and the circumstances surrounding their transmission to any third party in order to operate the Service properly, to protect ourselves, our sponsors and our members and visitors and/or to comply with legal obligations or governmental requests.

2.3.2 Cash Shop / Cash Items. While playing our games, you will have the opportunity to visit our online store ("Cash Shop") and use online "cash" ("Nexon Cash") to license a variety of virtual items ("Cash Items") that can be used while playing various games. In order to obtain Nexon Cash, you may be required to provide us or another payment service designated by us (e.g., PayPal) with your credit card information and other information related to your credit card transaction (e.g., your billing and shipping address on record with the applicable credit card company, your credit card expiration date, etc.). For each "real world" U.S. Dollar that you authorize us to charge to your credit card, you will be awarded one thousand (1000) units of Nexon Cash; provided, however, that we reserve the right in our sole discretion at any time to change the number of units you will be entitled to for each "real world" U.S. Dollar. **YOU UNDERSTAND AND AGREE THAT ONCE YOU AUTHORIZE US OR OTHER DESIGNATED PAYMENT SERVICE TO CHARGE YOUR CREDIT CARD FOR A CERTAIN AMOUNT, SUCH AMOUNT SHALL UNDER NO CIRCUMSTANCES BE REFUNDABLE, INCLUDING, WITHOUT LIMITATION, UPON TERMINATION OF YOUR ACCOUNT FOR ANY REASON, TERMINATION OF THIS AGREEMENT, TERMINATION OF THE CASH SHOP AND/OR THE DISCONTINUATION OF THE SERVICE.** You may also be awarded points ("Game Points") for use in the Cash Shop or through certain of our promoted events. These Game Points have no "real world" value, but may be exchanged by you for designated Cash Items in the Cash Shop. Certain Cash Items have an expiration date, while others have no expiration date ("Lifetime Items"). Each Cash Item that you obtain using Nexon Cash or Game Points will be included in your Account until the earlier of that Cash Item's expiration date (if it is not a Lifetime Item), your Account's expiration or termination date, or such date when the Service ends. **REGARDLESS OF THE CONSIDERATION OFFERED OR PAID IN EXCHANGE FOR CASH ITEMS, YOU DO NOT HAVE ANY OWNERSHIP RIGHTS IN THE CASH ITEMS.** We have no liability for "hacking" or loss of your Cash Items from your Account, provided we will use reasonable efforts to replace such items under certain circumstances in our reasonable discretion. We have no obligation or responsibility to and will not reimburse you for any Cash Item or any experience lost due to your violations of this and any other Company rules, policies, notices and/or agreements. You understand that any credit card transaction-related information will be treated by the Company in the manner described herein and in our Privacy Policy, and, as applicable, in the manner described in the privacy policy of any third-party payment service that we choose to use. You agree that all information that you provide to the Company or a designated third-party payment service will be accurate, current and complete. You hereby agree to pay all charges incurred by you (or your child, if applicable) resulting from your use of the Service at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to such transactions. You understand that we may suspend or terminate your Account if for any reason a charge you authorize us to make to your credit card cannot be processed or is returned to us unpaid and, if such event occurs, you shall immediately remit to us payment for such charge through the use of another credit card or other payment mechanism. We shall not be responsible or liable for any credit card or bank-related charges or fees related to any of your transactions. We reserve the right, without prior notification, to limit the order quantity on any Cash Item and/or to refuse to provide you with any Cash Item. Verification of certain information applicable to a transaction involving a Cash Item may be required prior to our acceptance thereof. Price and availability of the Cash Items are subject to change without notice. You agree that you cannot and have no right to sell or otherwise transfer any of the Cash Items, or any other content or information included in the Service, in whole or in part, to any third person or entity whatsoever, including, without limitation, on Internet auction sites (e.g., eBay, IGE) or in return for anything of value (including "real" money) or otherwise.

2.4 Hardware and Software Access. You hereby acknowledge that:

2.4.1 The Company has the right to obtain, without notification to you, certain information about your computer or software, including, but not limited to, your operating system, identification of your hard drives, central processing unit, IP address, and Internet browser for purposes of identification and for diagnostic testing.

2.4.2 The Company has the right to obtain, without notification to you, non-personal information from your connection to the Service or Site for demographic purposes.

2.4.3 The Company has the right to obtain, without notification to you, information from your computer, software, and parts or portions thereof, including, without limitation, your computer's random access memory, video card, central processing unit, hard drive(s) and any other storage devices to assist our efforts in policing users who may develop and/or use "hacks" and/or "cheats" to gain advantage over other users. The information obtained in this Section will only be used for the purpose of identifying persons or entities not in compliance or believed by the Company to not be in compliance with this Agreement and any and all other Company rules, policies, notices and/or agreements.

**3. COMPANY MATERIALS.** The Software and Service are intended solely for playing purposes and for your personal use. You may print a single copy of any textual material available for downloading through the Service. Although the Company strives to provide content through its Service that is both useful and accurate, data and other information change frequently and are subject to varying interpretations. Accordingly, although the Company endeavors to use reasonable care in assembling such content, it may not be up-to-date, accurate or complete. In addition, portions of such content may have been contributed by various third parties and/or service providers. The inclusion of such information does not indicate any approval or endorsement of such third parties or providers and the Company expressly disclaims any liability with respect to the foregoing. Descriptions or images of, or references to, products or services available on the Service do not imply the Company's endorsement of such products or services. If you believe that certain content is incomplete or inaccurate, please contact our customer service department using the E-mail of Inquiry located on the Site with, if possible, a description of the content to be checked and the location (URL) where such content may be found.

**4. LINKS.** The Site may contain links to other Internet web sites, including affiliated web sites, which may or may not be owned or operated by the Company. The Company has not reviewed all of the web sites that are linked to the Site, and the Company has no control over such sites. The Company is not responsible for the content of such web sites, any updates or changes to such sites, or the privacy or other practices of such sites, and the fact that the Company offers such links does not indicate any approval or endorsement of any material contained on any linked site. The Company is providing these links to you only as a convenience. Accordingly, we strongly encourage you to become familiar with the terms of use and practices of any linked site. Further, it is up to you to take precautions to ensure that whatever links you select or software you download from such web sites is free of such items as viruses, worms, trojan horses, defects, date bombs, time bombs and other items of a destructive nature.

**5. CLAIMS OF COPYRIGHT INFRINGEMENT.** The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by the Company infringe your copyright (for example, materials posted on one of our Forums), you (or your agent) may send us a notice requesting that the material be removed or access to it blocked. The notice must include the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works); (iii) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow the Company to locate the material on the Site; (iv) the name, address, telephone number and email address (if available) of the complaining party; (v) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (vi) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed by the Company against you, the DMCA permits you to send the Company a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Site should be sent to Nexon America's Copyright Agent for Notice of claims of copyright infringement as follows:

Nexon America, Inc.  
222 N. Sepulveda Blvd., Suite 300  
El Segundo, CA 90245  
Attn.: Legal Department

The Nexon America copyright agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring through use of the Service or Site. Please note that these notifications and counter-notifications are legal notices. Nexon America may provide copies of such notices to the participants in the dispute or third parties, at our discretion and as required by law. Our **Privacy Policy** does not protect information provided in these notices and counter-notices. **ALL OTHER INQUIRIES DIRECTED TO THE NEXON AMERICA COPYRIGHT AGENT WILL NOT BE ANSWERED.**

## **6. OWNERSHIP, LICENSING AND RESTRICTIONS ON USE.**

- 6.1 Ownership.** Except for the personal information and content submitted by users of the Service, the Service and Software and all content included therein (including without limitation graphics, artwork, music, choreography, characters, character IDs, Forum IDs, account IDs, Cash Items and/or other items acquired or created in the Service, including through the Cash Shop) are owned by Nexon America or its licensors, and are protected by United States and other international intellectual property laws. You may not use our trademarks and trade dress in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers or subscribers, or in any manner that disparages us. Except as expressly provided herein, we and our licensors do not grant you any express or implied rights, and all rights, title and interest that we have in and to the Service that are not expressly granted by us to you are retained by us. Company prohibits and does not recognize any purported transfers of virtual property effectuated outside of the Service, or the purported sale, gift or trade in the "real world" of anything that appears or originates in the Service, unless otherwise expressly authorized by Company in writing. Accordingly, you may not trade, sell or attempt to sell in-game items or currency for "real" money, or exchange those items or currency for value of any kind outside of a game, without Company's written permission. Any such transfer or attempted transfer is prohibited and void, and will subject your Account to termination.
- 6.2 Your License from Nexon America.** Subject to the terms of this Agreement and so long as you remain compliant with such Agreement, Nexon America grants you a non-exclusive, limited, fully revocable license to use the Service, and the content contained therein in conjunction with the Service. You may not modify, publish, transmit, transfer, sell, reproduce, upload, post, distribute, perform, display, create derivative works from, or in any way exploit such content, except as Nexon America expressly permits in this Agreement or the Service. Your use of such content for any purpose other than as expressly permitted in this Agreement or the Service is a violation of the intellectual property rights and other proprietary rights of Nexon America and may subject you to civil liability and/or criminal prosecution under applicable laws.
- 6.3 Your License to Nexon America.** When you provide content to or create content using the Service, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid-up, sublicensable right throughout the world to exercise all copyright, publicity, and other rights you have in the content in any media known now or in the future. Such rights include, without limitation, all rights you have in use, distribution, reproduction, modification, adaptation, creation of derivative works, translation, public performance and public display of the content. You also hereby waive any moral rights you may have in such content under the laws of any jurisdiction. You hereby appoint us as your agent with full power to enter into and execute any document and/or do any act we may consider appropriate to confirm the grant of rights, consents, agreements, assignments and waivers set forth in these Terms of Use. We reserve the right to remove or modify any content you provide to us or otherwise post on the Site at our sole discretion and without prior notice or any liability to you. You represent, warrant and agree that none of the content you provide to or create using the Service violates any third party's intellectual property or other rights or is subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure thereof.

6.4 **Software.** Use or downloading of the Software is conditioned on your acceptance of the terms and conditions of our **End User License Agreement** and any license agreements relating to such Software, including all third party agreements. By using the Software, you agree to all of the terms and conditions set forth in such agreements.

7. **ACCESS & USE BY MINORS.** Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of protections is available from America Links Up: <http://www.netparents.org/parentstips/browsers.html>.

8. **PRIVACY/SECURITY.** You understand that any information provided by you or collected by us in connection with your use of the Service will be used in the manner described herein and pursuant to the terms and conditions of our **Privacy Policy**, such Privacy Policy being incorporated into and made a part of this Agreement by this reference. If you do not agree to the terms of the Privacy Policy, you may not use the Service. Without limiting the terms of the Privacy Policy, you understand that we do not guarantee that your use of the Service and/or the information contained in your Account will be private or secure, and we are not responsible or liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the Service.

9. **JURISDICTIONAL ISSUES/SERVICE INTERRUPTIONS.** The Service is not available or accessible in countries or territories where we are operating a localized version of the Service through a licensed operator, such as China, Japan, Taiwan, Singapore, Malaysia and Thailand. We make no representation that materials available on or through the Service, including, without limitation, the Software and the games, are appropriate or available for use in all locations. Those who choose to access and/or use the Service do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable. The Software is subject to United States export controls as set forth in the **End User License Agreement**. We reserve the right to limit, suspend, interrupt or terminate the availability of the Service, in whole or in part, to you and any other user or person, geographic area or jurisdiction, at any time and in our sole discretion. You acknowledge and agree that interruptions, delays and disruptions of the Service may occur and that the Company has no control over third party servers, systems and/or networks which may be utilized in connection with the functioning of the Service. The Company hereby disclaims all liabilities with respect to all interruptions, delays and disruptions of the Service.

#### 10. **TERMINATION AND DISCONTINUATION.**

10.1 **Termination.** This Agreement shall remain effective until terminated. If you wish to terminate your Account, you may do so by contacting our customer service department by using the E-mail of Inquiry on the Site or by terminating your account by following the instructions on the Site. Upon our acceptance of your request, your Account will be terminated. We reserve the right, with or without notice to you, to suspend or terminate your Account and this Agreement if you violate the terms and conditions of: (i) this Agreement, (ii) the End User License Agreement, and/or (iii) any of the Game Rules and Policies. We also reserve the right, with or without notice to you, to suspend or terminate your Account and this Agreement in our reasonable discretion.

10.2 **Discontinuation.** You understand that the Service is provided via the Internet by the Company through the use of servers, networks and other technology. Notwithstanding anything to the contrary in this Agreement (including without limitation Section 10.1), the Company reserves the right to permanently discontinue the Service at any time. Upon such discontinuation, your Account and this Agreement shall terminate.

10.3 **Effect of Termination.** Upon termination of this Agreement for any reason, your right to use the Service shall immediately cease, and you shall destroy all Software and other content obtained through your use of the Service and all copies thereof. **YOU ACKNOWLEDGE AND AGREE THAT WE SHALL HAVE NO OBLIGATION WHATSOEVER TO YOU AFTER THE TERMINATION OF YOUR ACCOUNT OR THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, TO PROVIDE YOU WITH A REFUND OF ANY CHARGES YOU AUTHORIZED US OR ANY DESIGNATED**

**PAYMENT SERVICE TO CHARGE TO YOUR CREDIT CARD(S) IN CONNECTION WITH YOUR PURCHASE OF NEXON CASH, WHETHER OR NOT YOU ACTUALLY USED THE NEXON CASH TO OBTAIN CASH ITEMS.**

10.4 Survival. Sections 6.1, 6.3, 10.3, 10.4, 11, 12, 13, and 16 (as well as the definitions applicable to such sections) shall survive any termination of this Agreement or discontinuance of the Service.

**11. DISCLAIMERS.** THE SERVICE (INCLUDING THE SITE, THE GAMES, THE CASH ITEMS, THE SOFTWARE AND ALL OTHER CONTENT CONTAINED THEREIN) AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, PARTNERS, SPONSORS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WHICH MIGHT APPLY TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THE COMPANY AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, PARTNERS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE, AND THE SERVER(S), SYSTEM(S) AND NETWORK(S) ON WHICH THE SERVICE IS HOSTED AND/OR OPERATES, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SERVICE AND ALL CHARGES AND FEES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF THE COMPANY OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, PARTNERS, AGENTS OR THIRD PARTY USERS, WHETHER MADE ON THE SERVICE OR OTHERWISE, SHALL CREATE ANY WARRANTY. YOUR USE OF THE SERVICE, THE CASH SHOP, ANY CASH ITEMS, THE SOFTWARE AND ALL OTHER CONTENT CONTAINED THEREIN IS ENTIRELY AT YOUR OWN RISK.

**12. LIMITATION OF LIABILITY.** NEITHER THE COMPANY NOR ANY OF OUR PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS OR PARTNERS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, ATTORNEYS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA, LOSS OF GOOD WILL OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICE (INCLUDING, WITHOUT LIMITATION THE SITE, THE GAMES, THE SOFTWARE AND ALL OTHER CONTENT CONTAINED THEREIN), YOUR ACCOUNT (INCLUDING, WITHOUT LIMITATION YOUR CASH ITEMS OR NEXON CASH), ANY LINKED SITE OR ANY PRODUCT OR SERVICE PURCHASED THROUGH YOUR USE OF THE SERVICE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICE, OR ANY PART THEREOF, IS TO STOP USING THE SERVICE. THE MAXIMUM AGGREGATE LIABILITY OF THE COMPANY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL BE THE LESSER OF TWENTY U.S. DOLLARS OR THE TOTAL CUMULATIVE AMOUNT PAID BY YOU TO OBTAIN CASH ITEMS.

**13. INDEMNIFICATION.** As a condition of your access to and use of the Service and/or Site, you agree to indemnify, defend and hold the Company, our parents, affiliates, subsidiaries, independent contractors, licensors,

suppliers, advertisers, partners, sublicensees and sponsors, and our and their directors, officers, employees, consultants, agents, attorneys and other representatives, harmless from and against any and all claims, damages, losses, liabilities, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (i) your access to and use of the Service and/or Site and the content therein, including, without limitation, any allegations that any content you submit or transmit while using the Service infringes or otherwise violates the copyright, trademark, trade secret or other intellectual property rights, privacy or publicity rights or other rights of any third person or party; (ii) your violation of this Agreement, the Privacy Policy, any applicable law or the rights of any other person; (iii) any dispute you have or claim to have with one or more users of the Service and/or Site; (iv) the Company's resolution (if any) of any dispute you have or claim to have with one or more users of the Service and/or Site; (v) your improper authorization for the Company to collect, use or disclose any data or content provided by you; and (vi) any disclosures made with your permission (including, without limitation, your consent that the Company disclose your personal information and other information collected as set forth in our Privacy Policy).

**14. QUESTIONS/COMMENTS.** The Service is provided by Nexon America, Inc. If you have any questions, comments or complaints regarding this Agreement or the Service, please contact our customer service department by using the E-mail of Inquiry form on our website, [www.nexon.net](http://www.nexon.net). For inquiries related to business matters such as licensing or merchandising, please contact us at [biz@nexon.net](mailto:biz@nexon.net). For inquiries related to marketing, advertising, press, etc., please contact our marketing department at [press@nexon.net](mailto:press@nexon.net).

**15. NOTICE FOR CALIFORNIA USERS.** Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

**16. MISCELLANEOUS.** This Agreement is governed by and construed in accordance with the laws of the State of California, United States of America, without regard to principles of conflicts of laws that would result in the application of the law of a different jurisdiction. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of Los Angeles, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Except as otherwise specifically provided herein, this is the entire Agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral Agreements between us with respect to such subject matter. This Agreement is not assignable, transferable or sublicenseable by you except with the Company's prior written consent. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. The *United Nations Convention on the International Sale of Goods* is explicitly excluded from this Agreement.

BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, YOU ACKNOWLEDGE THAT (1) YOU HAVE READ AND REVIEWED THIS AGREEMENT IN ITS ENTIRETY, INCLUDING THE END USER LICENSE AGREEMENT, PRIVACY POLICY AND THE APPLICABLE GAME RULES AND POLICIES, (2) YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND (3) YOU HAVE THE POWER, AUTHORITY AND LEGAL RIGHT TO ENTER INTO THIS AGREEMENT.

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Updated: June 11, 2012



**EXHIBIT B**  
**to Lloyd Korn Decl.**

## END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (THIS "AGREEMENT") IS ENTERED INTO BETWEEN NEXON AMERICA INC. ("NEXON AMERICA") AND YOU ("YOU" OR "YOUR"). IT IS IMPORTANT THAT YOU READ AND CAREFULLY UNDERSTAND THIS AGREEMENT. BY CLICKING ON THE "I ACCEPT" BUTTON LOCATED AT THE END OF THIS AGREEMENT OR OTHERWISE INSTALLING, USING OR COPYING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND DO NOT WISH TO BE BOUND, PLEASE CLICK THE "I DO NOT ACCEPT" BUTTON BELOW. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU WILL NOT BE ABLE TO ACCESS, DOWNLOAD OR USE THE SOFTWARE AND/OR THE SERVICE. NEXON AMERICA RESERVES THE RIGHT IN ITS SOLE DISCRETION AT ANY TIME TO CHANGE ANY OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. ANY CHANGES TO THIS AGREEMENT WILL BE EFFECTIVE UPON POSTING AT [HTTP://WWW.NEXON.NET](http://www.nexon.net).

### 1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings (terms capitalized but not defined in this Agreement shall have the meaning given to them in our Terms of Use):

1.1 "Documentation" means the online, electronic or printed user guides and other documentation which Nexon America makes generally available which describes the installation and use of the Software, regardless of how such documentation is accessed by you or delivered to you.

1.2 "Derivative Work" means a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that, in the absence of a license, would infringe the copyright in such preexisting work or that uses trade secrets or other proprietary information with respect to such preexisting work.

1.3 "Game" means any "Massively Multiplayer Online Role-Playing Game" or "Multiplayer Casual Online Game" or other game provided by Nexon America.

1.4 "Intellectual Property Rights" means worldwide statutory and common law rights, existing now or in the future, associated with (a) issued patents, reissued or reexamined patents, revivals of patents, divisions, continuations and continuations-in-part of patents, all renewals and extensions thereof, utility models, and certificates of invention, regardless of country or formal name, published or unpublished nonprovisional and provisional patent applications, including the right to file other or further applications, reexamination proceedings, invention disclosures and records of invention; (b) works of authorship and visual artworks, including copyrights, moral rights, semiconductor topography and mask work rights, and all applications for registration, registrations, renewals and extensions of registrations thereof, together with all other interests accruing by reason of international copyright, semiconductor topography and mask work conventions; (c) proprietary information and materials, whether or not patentable or copyrightable, and whether or not reduced to practice, including without limitation all trade secrets, confidential information, business methods, ideas, research and development, inventions, designs, manufacturing and operating specifications and processes, know-how, formulae, customer and supplier lists, shop rights, designs, drawings, patterns, technical data, databases, data compilations and collections, computer programs, hardware, software and processes; (d) the trademarks, trade names, and service marks used by a party, whether registered or unregistered, together with the goodwill of the business associated therewith, and all applications for registration and registrations thereof, renewals thereof, the right to bring opposition and cancellation proceedings and any and all rights under the laws of trade dress, the respective stylistic marks and distinctive logotypes for such trademarks, trade names, and service marks and such other marks and logotypes as either party may designate from time to time in writing; and (e) all claims, causes of action and rights to sue for past, present and future infringement or use without consent of any of the foregoing rights.

1.5 "Service" shall mean the web sites provided by Nexon America (or its designees) and all related services and products, including, without limitation, Games hosted on servers controlled by Nexon America (or its designees) that are made available through the Internet for remote use by third parties.

1.6 "Software" means the Game software, in object code form only, and the media, Documentation and Updates for which you are granted a license pursuant to this Agreement.

1.7 "Term" shall have the meaning set forth in Section 7.1.

1.8 "Terms of Use" means Nexon America's terms of use for the Service located at <http://www.nexon.net>.

1.9 "Updates" means the object code forms of any modifications, error corrections, bug fixes, new versions, or other updates of or to the Software that may be provided or otherwise made available hereunder by Nexon America to you during the Term.

## 2. OWNERSHIP; GRANT OF LICENSE; RESTRICTIONS

2.1 **Ownership.** As between Nexon America and you, Nexon America owns and shall retain all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to the Software, and any portions thereof, including, without limitation, any copy or Derivative Work of the Software (or any portion thereof) and any Updates thereto. You agree to take any action reasonably requested by Nexon America to evidence, maintain, enforce or defend the foregoing rights. You shall not take any action to jeopardize, encumber, limit or interfere in any manner with Nexon America's ownership of and rights with respect to the Software, or any Derivative Work or Update thereof or thereto. You shall have only those rights in and to the Software and any Derivative Work or Update thereto as are expressly granted to you under this Agreement or the Terms of Use.

2.2 **Limited Grant of License/Terms of Use.** Subject to the terms and conditions of this Agreement, Nexon America hereby grants you a non-exclusive, nontransferable, nonsublicensable, limited right and license, during the Term, to access and use the Software, solely in accordance with the Documentation and solely for your own personal use. Except as set forth in this Section 2.2, no other right or license of any kind is granted by Nexon America to you hereunder with respect to the Software. Title to the Software is not transferred to you. You own the medium on which the Software is recorded, but we retain all right, title and interest in and to the Software, and all Intellectual Property Rights therein. You may not re-sell, decompile, reverse engineer, disassemble or otherwise reduce the Software (or other software) to a human-perceivable form or transfer the Software to any third party. In order to use the Software and the Service, you must register for an account and agree to terms and conditions of the Terms of Use, which are incorporated herein by this reference. If you do not agree to the Terms of Use, please do not use the Service.

2.3 **Restrictions.** You hereby acknowledge and agree that you shall not use the Software for any purpose other than playing purposes, and that you shall use the Software in accordance with all applicable laws, rules and regulations. Except as expressly provided herein, you shall not, and shall not permit any third party to: (a) copy all or any portion of the Software; (b) decompile, disassemble or otherwise reverse engineer the Software, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods or techniques used or embodied in the Software or any portion thereof; (c) modify, translate, or create any Derivative Works based upon the Software; (d) distribute, disclose, market, rent, lease, grant a security interest in, transfer, assign, sublicense, pledge or otherwise transfer the Software, in whole or in part, or any Cash Item (as defined in the Terms of Use) to any third party whatsoever; (e) host, provide or develop matchmaking services for the Software or intercept, emulate or redirect the communication protocols used by Nexon America, or its designees, in any way, including, without limitation, through protocol emulation, tunneling, packet sniffing, modifying or adding components to the Software, use of a utility program or any other technique now known or hereafter developed, for any purpose, including, without limitation, unauthorized network play over the Internet, network play utilizing commercial or non-commercial gaming networks or as part of content aggregation networks; (f) create, use or maintain any unauthorized connections to the Software; (g) remove or alter any copyright, trademark, or other Intellectual Property Right notices, legends, symbols, or labels appearing on or in the Software; (h) perform, or release the results of, benchmark tests or other comparisons of the Software with other software or materials; and/or (i) use the Software for any purpose other than in accordance with the terms and conditions of this Agreement.

### 3. SERVICE

**3.1 Hosting.** During the Term, Nexon America and/or its designees shall host and maintain the Service, and provide access to the Service through the use of the Software, subject to the terms and conditions of this Agreement and the Terms of Use. You acknowledge and agree that the Software is used to play the Game through the Service and that Nexon America may, in its sole discretion, terminate or otherwise discontinue providing the Service pursuant to the Terms of Use.

**3.2 Updates.** During the Term, Nexon America may provide you with Updates as they are made generally available by Nexon America. You acknowledge that, to the extent Nexon America licenses some or all of the Software and/or other components of the Service from third party vendors ("Vendors"), such Vendors, and not Nexon America, are responsible for creating Updates, if any, and making them available for installation or distribution. You acknowledge and agree that Nexon America may, without your knowledge and/or consent, provide Updates to you remotely, including, without limitation, by accessing the computer in which you store the Software. You hereby grant Nexon America your express consent to provide Updates to you by any and all means, with or without your knowledge and/or consent. Any Update provided or made available by Nexon America hereunder shall be deemed part of the Software and shall be subject to the terms and conditions of this Agreement.

**3.3 Your Further Obligations.** You shall be solely responsible for any and all costs and fees in connection with accessing and using the Software and/or the Service, including, without limitation, Internet service provider fees, telecommunications fee and the costs of any and all equipment used by you in connection with the Software and/or the Service. You acknowledge that Nexon America shall have no obligation to assist you in using or accessing the Software, except as expressly set forth in this Agreement. In addition, you agree to adhere at all times to the Terms of Use made available through the Service, as may be amended from time to time.

### 4. CONFIDENTIAL INFORMATION

**4.1 Confidential Information.** You acknowledge that, in the course of using the Software and exercising your rights under this Agreement, you may obtain confidential information relating to the Software, the Service or Nexon America and its Vendors or other parties ("Confidential Information"). Such Confidential Information shall, as between you and Nexon America, belong solely to Nexon America and shall include, without limitation, the Software (including any and all Derivative Works and Updates), the existence of and terms of this Agreement, trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs, ideas, algorithms, formulas, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and functional specifications, product requirements, problem reports, performance information, documents, and other technical, business, product, marketing, third party customers, and financial information, plans and data.

**4.2 Use and Disclosure Restrictions.** You hereby acknowledge and agree that the Confidential Information constitutes and contains valuable proprietary information and trade secrets of Nexon America, and embodies substantial creative efforts and confidential information, ideas, and expressions. Accordingly, you agree: (a) to protect the Confidential Information from unauthorized dissemination and use; (b) to use the Confidential Information only for the performance of your obligations and in connection with the exercise of your rights hereunder; (c) not to disclose or otherwise provide to any third party, without the prior written consent of Nexon America, any Confidential Information or any part or parts thereof; (d) to undertake whatever action is necessary to prevent or remedy (or authorize Nexon America to do so in your name) any breach of your confidentiality obligations set forth herein; (e) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within the Software, or on any other Confidential Information provided to you by Nexon America; and (f) not to develop any other materials, products, or services containing any of the concepts or ideas contained in the Software or Service or any other Confidential Information.

**4.3 Exclusions.** The foregoing restrictions pertaining to the Confidential Information shall not apply with respect to any Confidential Information that: (a) was or becomes publicly known through no fault of you; (b) was known by you before receipt from Nexon America, as evidenced by your contemporaneous written records, (c) becomes known to you without confidential or proprietary restriction from a source other than Nexon America that does not owe a duty of confidentiality to Nexon America with respect to such Confidential Information; or (d) is independently developed by you without use of the Confidential Information. In addition, you may use or disclose Confidential Information to the extent (i) expressly approved by an authorized representative of Nexon America in writing, and (ii) you are legally compelled to disclose such Confidential Information; provided, however, prior to

any such compelled disclosure you shall cooperate fully with Nexon America in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.

## **5. NO WARRANTY/LIMITATION OF LIABILITY**

**5.1 Disclaimer of Warranties.** THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, NEXON AMERICA AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, PARTNERS, SPONSORS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NEXON AMERICA AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, PARTNERS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE, AND/OR THE SERVER(S), SYSTEM(S) AND NETWORK(S) ON WHICH THE SOFTWARE IS HOSTED AND/OR OPERATES, ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SOFTWARE AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SOFTWARE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF NEXON AMERICA OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, PARTNERS, AGENTS OR THIRD PARTY USERS, WHETHER MADE IN OR ON THE SOFTWARE OR OTHERWISE, SHALL CREATE ANY WARRANTY. **YOUR USE OF THE SOFTWARE IS ENTIRELY AT YOUR OWN RISK.**

**5.2 Limitation of Liability.** NEITHER NEXON AMERICA NOR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS OR PARTNERS, NOR NEXON AMERICA'S OR OTHER ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, ATTORNEYS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SOFTWARE, EVEN IF NEXON AMERICA (OR SUCH OTHER ENTITIES OR PERSONS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SOFTWARE, OR ANY PART THEREOF, IS TO STOP USING THE SOFTWARE. THE MAXIMUM AGGREGATE LIABILITY OF NEXON AMERICA FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL BE TWENTY U.S. DOLLARS.

**5.3 Other.** Without limiting the foregoing, Nexon America shall have no obligations, responsibilities and/or liabilities if any nonconformance or failure of, or error in, the Software is caused by: (a) use of any attachment, feature, hardware, software or device in connection with the Software not supplied by Nexon America; (b) transportation, neglect or misuse of the Software or any use of the Software that is not in accordance with this Agreement and/or the Documentation; (c) alteration, modification, or enhancement of the Software other than by Nexon America; or (d) failure to provide a suitable installation or use environment for all or any part of the Software.

## **6. INDEMNIFICATION**

As a condition of your access to and use of the Software, you hereby agree to indemnify, defend, and hold Nexon America, our parents, subsidiaries, affiliates, independent contractors, licensors, suppliers, advertisers, partners, sublicensees and sponsors, and our and their directors, officers, employees, consultants, agents, attorneys

and other representatives, harmless from and against, any and all claims, damages, losses, liabilities, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from: (a) your use, operation or combination of the Software with non-Nexon America software, data, equipment or documentation if liability would have been avoided but for such use, operation, or combination; (b) your use of other than the then-current, unaltered version of the Software; (c) your activities after Nexon America has notified you that Nexon America believes such activities may result in infringement or otherwise violate the rights of Nexon America or any third party; (d) any modifications to the Software made by you; (e) your breach or alleged breach of this Agreement; and (f) your violation of any applicable law or the rights of any other person.

## **7. TERM AND TERMINATION**

**7.1 Term.** This Agreement shall commence on the date you click the "I Accept" button below and shall continue until termination in accordance with this Section 7.

**7.2 Termination.** This Agreement shall remain effective until terminated in accordance with its terms. Nexon America may terminate this Agreement in the event that you fail to comply with the terms and conditions contained herein or the terms and conditions contained in the Terms of Use. Without limiting the foregoing, Nexon America reserves the right to immediately terminate this Agreement, and/or your use of the Software or any portion thereof, at any time and for any reason, with or without cause.

**7.3 Effect of Termination.** Upon the expiration or termination of this Agreement, all rights and licenses granted to you hereunder shall immediately terminate. Upon termination or expiration of this Agreement, you shall, at your sole expense, return to Nexon America (or destroy, at Nexon America's sole election) all Software and Confidential Information (and all copies and extracts thereof) then in your possession or under your control. Termination of this Agreement shall not act as a waiver of any breach of this Agreement and shall not act as a release of your liability for breach of your obligations under this Agreement. Nexon America shall not be liable to you for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Nexon America's termination of this Agreement shall be without prejudice to any other right or remedy that it may have at law or in equity, and shall not relieve you of breaches occurring prior to the effective date of such termination. The provisions of Sections 1 ("Definitions"), 2.1 ("Ownership"), 2.3 ("Restrictions"), 4 ("Confidential Information"), 5 ("No Warranty/Limitation of Liability"), 6 ("Indemnification"), 7.3 ("Effect of Termination") and 8 ("General Provisions"), shall survive the expiration or any termination of this Agreement.

## **8. GENERAL PROVISIONS**

**8.1 Assignment.** This Agreement may not be assigned, in whole or part, whether voluntarily, by operation of law, or otherwise, by you without the prior written consent of Nexon America. Nexon America may assign, license, delegate or otherwise transfer its rights or obligations hereunder to any third party without restriction. Subject to the preceding sentences, the rights and liabilities of the parties hereto are binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns. Any attempted assignment other than in accordance with this Section 8.1 shall be null and void.

**8.2 Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A., without regard to principles of conflicts of laws that would result in the application of the law of a different jurisdiction. Any dispute arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the State and Federal courts located in Los Angeles County, California, U.S.A, and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts, and waive any jurisdictional, venue or inconvenient forum objections to such courts. This Agreement shall not be governed by the *United Nations Convention on Contracts for the International Sale of Goods*, the application of which is hereby expressly excluded.

**8.3 Attorneys' Fees.** If any legal action, including, without limitation, an action for arbitration or injunctive relief, is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment or arbitration award, or the non-dismissing party in the event of a dismissal without prejudice, shall be entitled to the full amount of all reasonable expenses, including all court costs, arbitration fees and actual attorney fees paid or incurred in good faith.

**8.4 Waiver.** The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or

any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

**8.5 Severability.** If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

**8.6 Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party, nor either party's agents, have any authority of any kind to bind the other party in any respect whatsoever, and the relationship of the parties is, and at all times shall continue to be, that of independent contractors.

**8.7 Force Majeure.** Neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, acts of a public enemy, error in the coding of electronic files, Internet or other network "brownouts" or failures, power failures, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities.

**8.8 U.S. Government Rights.** If you are, or are entering into this Agreement on behalf of, any agency or instrumentality of the United States Government, the Software is "commercial computer software" and "commercial computer software documentation," and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the Software is governed by the terms of this Agreement.

**8.9 Export Controls.** You shall abide by all applicable export laws and regulations in its use of the Software. The Software, or any part thereof, may not be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

**8.10 Captions and Section Headings.** The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

**8.11 Equitable Relief.** You acknowledge and agree that due to the unique nature of this Agreement, there can be no adequate remedy at law to compensate Nexon America for your breach or threatened breach hereof; that any such breach or threatened breach will allow you or third parties to compete unfairly with Nexon America resulting in irreparable harm to Nexon America that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Nexon America shall be entitled to injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond), in addition to whatever remedies it may have at law, hereunder, or otherwise.

**8.12 Entire Agreement; Amendment.** This Agreement (together with the Terms of Use) constitute the entire agreement between the parties concerning the subject matter hereof, and supersedes (a) all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the parties relating to the subject matter of this Agreement; and (b) all past courses of dealing and industry custom.

THE GAME AND SERVICE ARE AVAILABLE ONLY TO ADULTS (I.E., THOSE PERSONS 18 YEARS OF AGE OR OLDER, OR THE LEGAL AGE REQUIRED TO FORM A BINDING CONTRACT IN YOUR JURISDICTION IF THAT AGE IS GREATER THAN 18) OR, IN THEIR DISCRETION, THE MINOR CHILD (NO YOUNGER THAN 13 YEARS OF AGE) OF A PARENT OR GUARDIAN WHO IS AN ADULT. IF YOU ARE A MINOR CHILD, THEN BOTH YOU AND YOUR PARENT(S) OR GUARDIAN(S) TAKE FULL RESPONSIBILITY FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, YOU REPRESENT THAT YOU AND AN ADULT, PARENT OR GUARDIAN,

ARE ACCEPTING THIS AGREEMENT ON BEHALF OF THEMSELVES AND ON YOUR BEHALF. PARENTS OR GUARDIANS ARE LIABLE FOR ALL ACTIVITIES OF THEIR MINOR CHILD.

BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, YOU ACKNOWLEDGE THAT (1) YOU HAVE READ AND REVIEWED THIS AGREEMENT IN ITS ENTIRETY, (2) YOU AGREE TO BE BOUND BY THIS AGREEMENT, (3) YOU HAVE THE POWER, AUTHORITY AND LEGAL RIGHT TO ENTER INTO THIS AGREEMENT, (4) THIS AGREEMENT CONSTITUTES A BINDING AND ENFORCEABLE AGREEMENT, AND (5) WITHOUT LIMITING YOUR CONSENT TO OR THE SCOPE OF THIS AGREEMENT OR THE LICENSES GRANTED HEREIN, OR ANY FUTURE GRANT OF RIGHTS, CONSENT, AGREEMENTS, ASSIGNMENTS, AND WAIVERS YOU MAKE WITH RESPECT THERETO, YOU HEREBY RATIFY ANY PRIOR GRANT OF RIGHTS, CONSENTS, AGREEMENTS, ASSIGNMENTS AND WAIVERS MADE BY YOU.

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***Updated: March 24, 2011***



1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California, I am over  
4 the age of eighteen years and am not a party to this action; my business address is  
5 Mitchell Silberberg & Knupp LLP, 11377 West Olympic Boulevard, Los Angeles,  
6 CA 90064-1683.

7 On June 26, 2012, I served a copy of the foregoing document(s) described as  
8 **DECLARATION OF LLOYD KORN IN SUPPORT OF OPPOSITION TO**  
9 **MOTIONS OF DOUGLAS CRANE TO DISMISS FOR LACK OF**  
10 **JURISDICTION AND/OR TO TRANSFER VENUE** on the interested parties in  
11 this action at their last known address as set forth below by taking the action

12 described below:

13 Mr. Ryan Cornwall  
14 1818 S 2nd Street  
15 Apt. 55  
16 Waco, TX 76706

17  **BY MAIL:** I placed the above-mentioned document(s) in sealed  
18 envelope(s) addressed as set forth above, and deposited each envelope in the  
19 mail at Los Angeles, California. Each envelope was mailed with postage  
20 thereon fully prepaid.

21 I declare under penalty of perjury under the laws of the United States that  
22 the above is true and correct.

23 Executed on June 26, 2012, at Los Angeles, California.

24   
25 \_\_\_\_\_  
26 Jennifer Gaines

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California, I am over  
4 the age of eighteen years and am not a party to this action; my business address is  
5 Mitchell Silberberg & Knupp LLP, 11377 West Olympic Boulevard, Los Angeles,  
6 CA 90064-1683, and my business email address is bag@msk.com.

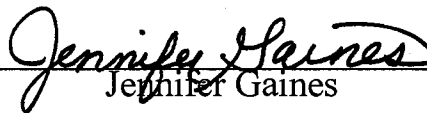
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8 **DECLARATION OF LLOYD KORN IN SUPPORT OF OPPOSITION TO**  
9 **MOTIONS OF DOUGLAS CRANE TO DISMISS FOR LACK OF**  
10 **JURISDICTION AND/OR TO TRANSFER VENUE** on the interested parties in  
11 this action at their last known address as set forth below by taking the action  
12 described below:  
13 Douglas Crane

14 EMAIL: dcranelonerboy@yahoo.com

15  **BY ELECTRONIC MAIL:** I served the above-mentioned document  
16 electronically on the parties listed at the email addresses above and, to the  
17 best of my knowledge, the transmission was complete and without error in  
18 that I did not receive an electronic notification to the contrary

19 I declare under penalty of perjury under the laws of the United States that  
20 the above is true and correct.

21 Executed on June 26, 2012, at Los Angeles, California.

22   
23 Jennifer Gaines