

October 11, 2004

1. TERMS OF AGREEMENT

~~June 5, 2004~~

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~~TERMS OF SERVICE AND END USER LICENSE AGREEMENT FOR SECOND LIFE~~

~~1.1 The Agreement. Linden Research, Inc. ("Linden") offers to allow you to use its multi-player online service "Second Life," use the software provided to you by Linden (collectively, the "Linden Software") and participate in the environments that support the service, including without limitation the websites located at <http://web.archive.org/web/20041011205659/http://www.lindenlab.com/> and <http://web.archive.org/web/20041011205659/http://www.secondlife.com/>, (collectively, and together with the Linden Software, the "Service") solely conditioned on your agreement to all of the terms and conditions contained in this Terms of Service document (the "Agreement") and your compliance with the posted Community Standards on the Second Life website which you can find at this link: <http://web.archive.org/web/20041011205659/http://www.secondlife.com/corporate/community.php>. Your use of the Service constitutes your agreement to all such terms and conditions and your agreement to comply with the Community Standards. To confirm your agreement, you should accept this Agreement. If you do not so agree, you should decline this agreement, in which case you are prohibited from accessing or using the Service. Accessing or using the Service will be considered acceptance of this Agreement.~~

~~1.1 The Agreement. Linden Research, Inc. ("Linden") offers to allow you to use its multi-player online service "Second Life," use the software provided to you by Linden (collectively, the "Linden Software") and participate in the environments that support the service, including without limitation the websites located at www.lindenlab.com and www.secondlife.com, (collectively, and together with the Linden Software, the "Service") solely conditioned on your agreement to all of the terms and conditions contained in this Terms of Service document (the "Agreement") and your compliance with the posted Community Standards on the Second Life website which you can find at this link: <http://web.archive.org/web/20040605061054/http://secondlife.com/corporate/community.php>. Your use of the Service constitutes your agreement to all such terms and conditions and your agreement to comply with the Community Standards. To confirm your agreement, you should accept this Agreement. If you do not so agree, you should decline this agreement, in which case you are prohibited from accessing or using the Service. Accessing or using the Service will be considered acceptance of this Agreement.~~

If you have any questions regarding these terms and conditions or the Community Standards, please contact a Linden customer service representative at Support@lindenlab.com.

1.2 Changes to these Terms. Linden reserves the right to change the address of its Website at any time for any or no reason. Linden may amend this Agreement (including without limitation the pricing terms set forth herein) and/or modify the Community Standards at any time in its sole discretion by posting the amended Agreement or modified Community Standards at <http://web.archive.org/web/20041011205659/http://www.lindenlab.com/>, ~~<http://web.archive.org/web/200410112056590605061054/http://www.lindenlab.com/>~~, ~~<http://web.archive.org/web/20040605061054/http://www.secondlife.com/>~~, another current website designated by Linden or by communicating these changes through the primary contact methods you have established with us. Amendments to the Agreement will be effective after the amended Agreement is posted. Modifications to the Community Standards will be effective immediately upon

posting. Your use of the Service after the effective date of any amendments to this Agreement constitutes your agreement to the amendments. You agree to check this Agreement and the Community Standards periodically so you will be familiar with their content as amended or modified from time to time.

3. BILLING POLICIES

3.2 Payment Terms. All Access subscription charges for the Service are payable in advance. Land use fees will be charged once each month, and will reflect the peak amount of land you held during the previous month. Linden is not responsible for any charges or expenses you incur resulting from charges billed by Linden in accordance with these Terms of Service (e.g. overdrawn accounts, exceeding credit card limit, etc.). By providing a credit card number, you authorize Linden to continue charging the credit card for all charges due Linden until your Second Life account is terminated by either you or Linden. Linden reserves the right to limit the number of accounts that may be charged to a credit card (e.g., no more than 5 accounts per credit card).

3.7 Cancellation, Refunds, Reactivation. Accounts may be cancelled at any time, by going to the My Account page and clicking on "cancel". Upon clicking "cancel," your account will be cancelled immediately, but you will be allowed to use the remaining time according to these Terms of Service unless your account or this Agreement is suspended or terminated based on our belief that you have violated or acted inconsistently with Section 5.1 of this Agreement. THERE WILL BE NO REFUNDS FOR ANY UNUSED TIME ON A SUBSCRIPTION. At the end of a subscription period, your cancelled account will become dormant for 60 days. If during that time you want to reopen your account, you will be able to return to your My Account page and click the "re-activate" button at which time you will be prompted to review billing details to confirm that the plan you want is selected and that your credit card is still valid. If, for any reason, your credit card cannot be charged or payment is withheld, your account will become dormant as if you had cancelled it.

5. USER CONDUCT

5.1 Participant Conduct. In addition to abiding at all times by the Community Standards, you agree that you shall not: (i) take any action or upload, post, e-mail or otherwise transmit Content that infringes or violates any third party rights; (ii) impersonate any person or entity, including, but not limited to, a Linden employee, or falsely state or otherwise misrepresent your affiliation with a person or entity; (iii) take any action or upload, post, e-mail or otherwise transmit Content that violates any law or regulation; (iv) take any action or upload, post, e-mail or otherwise transmit Content as determined by Linden at its sole discretion that is harmful, threatening, abusive, harassing, causes tort, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable; (v) take any actions or upload, post, e-mail or otherwise transmit Content that contains any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (vi) take any action or upload, post, e-mail or otherwise transmit Content that infringes or violates any third party rights; (ii) impersonate any person or entity, including, but not limited to, a Linden employee, or falsely state or otherwise misrepresent your affiliation with a person or entity; (iii) upload, post, e-mail or otherwise transmit Content that violates any law or regulation; (iv) upload, post, e-mail or otherwise transmit Content as determined by Linden at its sole discretion that is harmful, threatening, abusive, harassing, causes tort, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable; (v)

~~upload, post, e-mail or otherwise transmit Content that contains any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;~~ (vi) upload, post, email or otherwise transmit any Content that would violate any right or duty under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (vii) upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (viii) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; (ix) attempt to gain access to any other user's Account or password; or (x) "stalk" or otherwise harass another user. You agree that Linden may take whatever steps it deems necessary to abridge, or prevent behavior of any sort on the Service in its sole discretion, without notice to you.

7. INTERRUPTION OF OR CHANGES TO SERVICE

7.1 Termination. Linden has the right at any time for any reason or no reason to suspend or terminate your Account, terminate this Agreement, and/or refuse any and all current or future use of the Service without notice to you. Upon request from Linden, you agree to delete any electronic or printed copies of information or software programs that you received from Linden. In the event that Linden suspends or terminates your Account or this Agreement, you understand and agree that: (a) you shall receive no refund or exchange for any unused time on a subscription, any Land Use Fees, any Linden Dollars (L\$) that you hold, or for anything else (other than potentially receiving a refund for a portion of the initial land purchase price, as described in this Section 7.1 below); (b) Linden will attempt to sell at auction any land that you hold, and that any money received from such auctions will be applied to satisfy your existing obligations to Linden and others, as determined by Linden in its sole discretion; and (c) in addition to any money that you owe, you will be charged the lesser of (i) the aggregate amount received from such auctions and (ii) one hundred dollars (\$100) (the "Resale Fee") as reimbursement for costs associated with the resale of land. Any money remaining from the sale of land after the repayment of your obligations and the Resale Fee may be returned to you. Notwithstanding the foregoing, no money will be returned to you in the event that your Account is terminated due to suspicions of fraud, violations of other laws or regulations, or deliberate disruptions to or interference with the Service.

7.2 Interruption. Linden reserves the right to interrupt the Service with or without prior notice for any reason or no reason. You agree that Linden will not be liable for any interruption of the Service, delay or failure to perform, and understand that you shall not be entitled to any refunds of fees for interruption of service or failure to perform.

9. NO WARRANTY AND DISCLAIMER

9.1 Disclaimer. LINDEN PROVIDES THE SERVICE, THE LINDEN SOFTWARE, THE ACCOUNT AND ALL OTHER SERVICES STRICTLY ON AN "AS IS" BASIS, PROVIDED AT YOUR OWN RISK, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT,

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Without limiting the foregoing, Linden does not ensure continuous, error-free, secure or virus-free operation of the Service, the Linden Software or your Account, and you understand that you shall not be entitled to refunds for fees based on Linden's failure to provide any of the foregoing. Some states do not allow the disclaimer of implied warranties, and to that extent, the foregoing disclaimer may not apply to you.

12. GENERAL PROVISIONS. The rights and obligations of the parties under this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods; rather such rights and obligations shall be governed by and construed under the laws of the State of California, including its Uniform Commercial Code, without reference to conflict of laws principles. Any dispute or claim arising out of or in connection with this Agreement or the performance, breach or termination thereof, shall be finally settled by binding arbitration in San Francisco, California under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with said rules. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction for injunctive relief or enforcement of this arbitration provision without breach of this arbitration provision. Linden's failure to act with respect to a breach by you or others does not waive Linden's right to act with respect to that breach or subsequent or similar breaches. You may not assign or transfer this Agreement or your rights hereunder, and any attempt to do so is void. This Agreement sets forth the entire understanding and agreement between you and Linden with respect to the subject matter hereof. Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of Linden shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of Linden. All notices given by you or required under this Agreement shall be faxed to (415) 243-9045 Attn.: Customer Service or emailed to Support@Lindenlab.com. ~~is Agreement is governed by and shall be construed and enforced under the laws of the State of California, without applying any conflict of law principles. The exclusive jurisdiction and venue of any action with respect to the subject matter of this agreement shall be the state courts of the State of California for the County of San Francisco or the United States District Court for the Northern District of California and each of us submits to the exclusive jurisdiction and venue of such courts for the purpose of any such action. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed. Linden's failure to act with respect to a breach by you or others does not waive Linden's right to act with respect to that breach or subsequent or similar breaches. You may not assign or transfer this Agreement or your rights hereunder, and any attempt to do so is void. This Agreement sets forth the entire understanding and agreement between you and Linden with respect to the subject matter hereof. Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of Linden shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of Linden. All notices given by you or required under this Agreement shall be faxed to (415) 243-9045 Attn.: Customer Service or emailed to Support@Lindenlab.com.—~~