

# EXHIBIT 55

**ORIGINAL**

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UNITED STATE DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

MDY Industries, LLC,

Plaintiff and Counter-Claim  
Defendant,

vs.

Blizzard Entertainment, Inc. and  
Vivendi Games, Inc.,

Defendants and Counter-Claim  
Plaintiffs.

Blizzard Entertainment, Inc. and  
Vivendi Games, Inc.,

Third Party Plaintiffs

vs.

Michael Donnelly,

Third Party Defendant.

**CONFIDENTIAL**  
**ATTORNEYS' EYES ONLY**

Case No.  
CV 06-2555 PHX DGC

VIDEOTAPED DEPOSITION OF MICHAEL M. DONNELLY  
VOLUME II

CONFIDENTIAL - ATTORNEYS' EYES ONLY

Phoenix, Arizona  
September 26, 2007  
9:15 a.m

REPORTED BY:  
MARTA M. RICE, CSR, RPR  
Certified Reporter  
Certificate No. 50746

1 all.

2 Q. Okay. And do you believe that the use of your  
3 Glider program by any third parties has a negative impact  
4 on the game play of World of Warcraft?

5 A. No. I don't think it has such an impact.

6 Q. And why is that?

7 A. It doesn't directly affect anyone. The -- it  
8 only allows a -- a person to get to a certain level. It  
9 doesn't interfere directly with other players at all.

10 Q. And if you were playing your game -- I'm sorry --  
11 if you were playing World of Warcraft or you were using --  
12 well, let me see how -- I'm sorry. Back that up. Strike  
13 that.

14 If you were -- if someone plays the World of  
15 Warcraft game while using Glider, does Glider provide any  
16 advantage to any person in the game?

17 MR. GENETSKI: Object to form.

18 BY MR. VENABLE:

19 Q. Does it provide a -- does it provide any -- does  
20 it provide any advantage such that a person's character  
21 has a greater strength than another character?

22 A. No. It -- all Glider can do is send keystrokes  
23 and mouse movements into the game. So playing with Glider  
24 doesn't let you do anything that you couldn't otherwise do  
25 yourself. It doesn't give you any more ability or

1 strength as you're saying.

2 Q. How would you characterize what the program  
3 actually does? Glider, I mean.

4 A. I would characterize it as an autopilot. Some --  
5 very similar to an autopilot that takes input from the  
6 game and puts input back into the game, like an autopilot  
7 would level a plane by reading the gage and then moving  
8 the stick to the right position.

9 Q. So when you say "autopilot," do you mean that --  
10 that if someone were sitting there playing the game and  
11 then someone next to him was sitting there using your  
12 program to play the game, there would -- they would  
13 basically be able to do the same thing?

14 A. That's right. It's -- since it manipulates the  
15 controls of the game, like an autopilot, it doesn't give  
16 you any abilities. An airplane, you know, might only be  
17 able to do certain maneuvers by hand and the autopilot  
18 would not be able to do anything that a pilot couldn't do  
19 anyway.

20 Q. Okay. Have you ever tried market sale -- or  
21 market or sell a license to Glider -- or a license of  
22 Glider in an attempt to hurt Blizzard?

23 A. No.

24 MR. GENETSKI: Object to the form.

25 THE WITNESS: No, definite ly not.

1 risk of an account closure and so they can use the  
2 accounts together. So they'll buy a second account to  
3 work with Glider and then they'll have two World of  
4 Warcraft accounts instead of just one.

5 Q. And those people who buy the multiple accounts,  
6 you would presume are paying Blizzard to use their  
7 multiple World of Warcraft accounts. Is that correct?

8 A. Yeah. World of Warcraft account is \$15 per  
9 month. So if you owned three, then you pay Blizzard \$45  
10 per month.

11 Q. Okay.

12 MR. VENABLE: No further questions.

13 MR. GENETSKI: I just have a couple of  
14 follow-ups.

15

16 FURTHER EXAMINATION

17 QUESTIONS BY MR. GENETSKI:

18 Q. Mr. Donnelly, it's fair to say that Glider is a  
19 third-party program that works in conjunction with World  
20 of Warcraft?

21 A. It's a third-party program, yes.

22 Q. Okay. And you said you'd reviewed several times  
23 the terms of use and end user license agreement for World  
24 of Warcraft?

25 A. Yes.

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1 Q. Do you recall seeing a -- a prohibition on the  
2 use of unauthorized third-party programs with --

3 A. Yes.

4 Q. -- World of Warcraft?

5 Did -- did you ever seek out or receive  
6 Blizzard's authorization for your third-party Glider  
7 program to be used with World of Warcraft?

8 A. No.

9 MR. GENETSKI: Nothing further.

10 THE VIDEOGRAPHER: This concludes the  
11 deposition of Michael M. Donnelly. The time is 10:58 a.m.  
12 And we are going off the record.

13 (The deposition concluded at 10:58 a.m.)  
14  
15

16 \_\_\_\_\_  
MICHAEL M. DONNELLY

17  
18 Subscribed and sworn to before me  
19 this \_\_\_\_\_ day of \_\_\_\_\_, 2007.  
20

21 \_\_\_\_\_  
22 Notary Public  
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