

11. The Plaintiffs further aver that the physical keyboard with 4 shift keys, unique keyboard layout and software driver together constituted a new keyboard technology invention. The invention and keyboard layout technique was used in creating multi-lingual keyboards for sale to end users.
12. The Plaintiffs aver that the keyboard also has the following unique features:
 - a. It incorporates, in addition to the standard QWERTY keyboard, additional 14 extended Latin-Characters, 13 combining tonal marks and 4 currency symbols on a single keyboard layout.
 - b. The technique for identifying all the required alphabets and tonal marks for all written Nigerian languages.
 - c. The technique for placement and location of extended Latin-Characters and tonal marks on keycaps with direct relation to standard characters.
 - d. The process of using independent combining tonal marks and standard characters to create combine diacritic characters by direct access tying.
13. The Plaintiffs aver that they offered for sale 2 models of the keyboard namely KONYIN Nigeria Multilingual Keyboard with tonal marks for all written Nigeria languages and KONYIN United States Multilingual Keyboard with tonal marks and symbols in the most common languages in the United States.
14. The Plaintiffs aver that this invention was patented in Nigeria in June 2003 with Patent no. RD. 8489. The Plaintiffs shall rely on the Certificate of Patent dated 15 May, 2003 issued by the Trademark Registry, Abuja and Certificate of Extension of the Design dated 21 November, 2007 at the trial of this suit.
15. On August 7, 2006 the 2nd Defendant as Chairman of the 1st Defendant and on behalf of the 1st Defendant placed an Order to the Plaintiffs for 1(one) KONYIN Nigeria Multilingual Keyboard (KB-201 PN-NG) and 1(one) KONYIN United States Multilingual Keyboard (KB - 201 PW-US) and these keyboards were delivered to the 2nd Defendant on August 8, 2006.
16. The Plaintiffs aver that the usual practice is that all the Plaintiffs keyboard products are shipped with an End user License Agreement (EULA) and no installation and use of the product is allowed without the user first agreeing to all the conditions of the EULA.
17. The 1st Defendant in accordance with the practice stated above did execute the End User License Agreement (EULA) with the Plaintiffs and undertook to abide with all the conditions stipulated in the EULA.
18. On January 9, 2007, the Plaintiffs came across a weblink <http://wiki.laptop.org/go/image:keyboardnigeria.jpg> and upon examination of the website and images on the website, it became apparent to the Plaintiffs that the 1st Defendant has taken the Plaintiffs' work product and used it without the Plaintiffs permission on their products.
19. On further examination of the site and development tickets (<http://dev.laptop.org/query>) it was clearly established that the 1st Defendant has engaged in reverse engineering of the Plaintiffs product in violation of the EULA.

f (A) 18/12/07
CHARLES (MR)
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FOR CHIEF REGISTRAR
FEDERAL HIGH COURT
KONYI, LAGOS