

20. The Plaintiffs further aver that the 1<sup>st</sup> Defendant infringed on the Plaintiffs' design by duplicating the unique layout of the Plaintiffs' KONYIN Nigeria Multilingual Keyboard on the 1<sup>st</sup> Defendant's XO machine. Also, the 1<sup>st</sup> Defendant reverse the Plaintiffs driver codes to achieve direct access typing of combining diacritic without using the AltGr "dead key" typing process, all in violation of the EULA between the parties.
21. The Plaintiffs aver that on further investigation it was discovered that the 4<sup>th</sup> Defendant was responsible for providing the 1<sup>st</sup> Defendant with the keyboard layout in linux.
22. The Plaintiffs aver that while the keyboard layout and character compilation may look simple now, until the Plaintiff came up with the idea, invested thousands of man-hours and funds in developing the hardware and software the world was satisfy with AltGr "dead key" typing process for most Nigerian Languages.
23. The Plaintiffs aver that currently the 1<sup>st</sup> Defendant's XO machines is being distributed and displayed in Nigeria through the 3<sup>rd</sup> and 5<sup>th</sup> Defendants.
24. The keyboard layout incorporated into the 1<sup>st</sup> Defendant's XO machine in Nigeria was the result of the illegal reverse engineering of the Plaintiffs' codes.
25. The Plaintiffs aver that when they discovered the infringement of their design by the 1<sup>st</sup> Defendant, they instructed their Solicitors, Messrs. Adedeji & Owotomo to write the 1<sup>st</sup> Defendant to refrain from further infringement of the Plaintiffs design.
26. The Plaintiffs' Solicitors by a letter dated August 6, 2007 informed the 1<sup>st</sup> Defendant of its violation of the Plaintiffs' right with a demand for an immediate restrain from further breach of the said rights. The Plaintiffs' Solicitor's letter of August 6, 2007 to the 1<sup>st</sup> Defendant is hereby pleaded and shall be relied on at the trial of this suit.
27. Rather than admitting its fault and refrain from further infringement of the Plaintiffs' design, the 1<sup>st</sup> Defendant caused its Solicitors to write the Plaintiffs' Solicitors, which reply neither admits nor denies the issues raised in the Plaintiffs' Solicitors' letter. The letter from the 1<sup>st</sup> Defendant's Solicitors to the Plaintiffs' Solicitors is hereby pleaded and shall be relied on at the trial of this suit.
28. The Plaintiffs aver that by infringing on their design, the 1<sup>st</sup> Defendant has breached a fundamental term of the End User License Agreement (EULA).
29. The Plaintiffs aver that by the Defendants' actions, the Plaintiffs have suffered loss in terms of revenue that would have accrued to them by their invention.
30. The Plaintiffs further aver that they shall continue to incur loss of revenue unless and until this court restrain the Defendants from further manufacture, distribution, and sale of the 1<sup>st</sup> Defendant's XO machine by which the 1<sup>st</sup> Defendant has infringed the Plaintiff's design.
31. The Plaintiffs hereby pleaded all designs, physical products of their keyboards and the 1<sup>st</sup> Defendant's XO machine and shall rely on them at the trial of this suit. The Plaintiffs further pleaded all items, documents, correspondence and letters connected to this action and shall rely on them also at the trial of this suit.

*f* *AD 18/12/07*  
S. S. CHARLES (MRS)  
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FEDERAL HIGH COURT