

EXHIBIT A

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Attorneys for Plaintiff
1ST TECHNOLOGY LLC

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

1ST TECHNOLOGY LLC,)
)
Plaintiff,)
)
v.)
)
RATIONAL ENTERPRISES LTDA.,)
RATIONAL POKER SCHOOL LIMITED,)
BODOG ENTERTAINMENT)
GROUP S.A., BODOG.NET,)
BODOG.COM, and FUTUREBET)
SYSTEMS LTD.,)
)
Defendants.)
)

JURY DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff 1st Technology LLC ("1st Technology"), complains of defendants (collectively "Defendants") as follows:

JURISDICTION AND VENUE

1. Jurisdiction exists under 28 U.S.C. § 1338(a) because defendants are charged with patent infringement under 35 U.S.C. § 271.

2. Defendants each have transacted business in this judicial district by making, using, selling or offering to sell and distributing software products that violate 1st Technology's patent either in this judicial district or in the United States.
3. Venue is proper under 28 U.S.C. §§ 1391(d) and 1400(b).

PARTIES

4. 1st Technology is a Nevada limited liability company with offices in Las Vegas, Nevada. 1st Technology is the assignee of and owns all right, title and interest in and has standing to sue for infringement of United States Patent No. 5,564,001 entitled "Method and System for Interactively Transmitting Multimedia Information Over a Network Which Requires Reduced Bandwidth" ("the '001 Patent").
5. Rational Enterprises Ltda ("Rational Enterprises") is a foreign company with offices at Plaza Roble Corporate Center, San Jose, Costa Rica. Rational Enterprises has previously and is presently making, using, selling, offering for sale, and/or importing into the United States software products that infringe one or more claims of the '001 Patent. Rational Enterprises has infringed the '001 Patent either directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.
6. Rational Poker School Limited ("Rational Poker School") is a foreign company with offices at 10 Hill Street, Douglas IM1 1EF, Isle of Man. Rational Poker School has previously and is presently making, using, selling, offering for sale, and/or importing into the United States software products that infringe one or more claims of the '001 Patent. Rational Poker School has infringed the '001 Patent either directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.

7. Bodog Entertainment Group S.A. ("Bodog Entertainment") is a foreign company with offices at Oficentro Ejecutive Sabana Sur, Edificio 7, 5 Piso San Jose, Costa Rica, 01017, Costa Rica. Bodog Entertainment has previously and is presently making, using, selling, offering for sale, and/or importing into the United States software products that infringe one or more claims of the '001 Patent. Bodog Entertainment has infringed the '001 Patent either directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.
8. Bodog.net ("Bodog.net") is a foreign company with offices at Oficentro Ejecutive Sabana Sur, Edificio 7, 5 Piso San Jose, Costa Rica, 01017, Costa Rica. Bodog Entertainment has previously and is presently making, using, selling, offering for sale, and/or importing into the United States software products that infringe one or more claims of the '001 Patent. Bodog Entertainment has infringed the '001 Patent either directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.
9. Bodog.com ("Bodog.com") is a foreign company with offices at Oficentro Ejecutive Sabana Sur, Edificio 7, 5 Piso San Jose, Costa Rica, 01017, Costa Rica. Bodog.com has previously and is presently making, using, selling, offering for sale, and/or importing into the United States software products that infringe one or more claims of the '001 Patent. Bodog.com has infringed the '001 Patent either directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.
10. FutureBet Systems Ltd. ("Playtech") is a foreign company with offices at Vancouver, British Columbia, Canada. FutureBet has previously and is presently making, using, selling, offering for sale, and/or importing into the United States software products that infringe one or more claims of the '001 Patent. FutureBet has infringed the '001 Patent

either directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.

BACKGROUND

11. Dr. Scott Lewis ("Dr. Lewis") is an individual residing in Los Gatos, California. Dr. Lewis is the controlling manager of 1st Technology LLC. Dr. Lewis is the inventor of the '001 Patent.
12. Dr. Lewis received B.S. and M.S. degrees with honors in mechanical and electrical engineering from M.I.T. Dr. Lewis has a Ph.D. from Oxford University in adaptive digital signal processing as a Marshall Scholar and an M.B.A. from Harvard Business School. Dr. Lewis led the development of single-chip video and audio compression solutions, as well as the first automotive video cellular telephone.
13. Dr. Lewis is the inventor of a number of patents in multimedia communication technology including the separation, processing and recombination of multiple streams of multimedia data. This processing can include enhancement, compression and other forms of data manipulation. The inventions of Dr. Lewis' patents are used in many online wagering systems.

PATENT INFRINGEMENT

14. Each of the Defendants has infringed the '001 Patent either directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.
15. Rational Enterprises has infringed and continues to infringe at least Claim 26 of the '001 Patent.
16. Rational Poker School has infringed and continues to infringe at least Claim 26 of the '001 Patent.

17. Bodog Entertainment has infringed and continues to infringe at least Claim 26 of the '001 Patent.
18. Bodog.net has infringed and continues to infringe at least Claim 26 of the '001 Patent.
19. Bodog.com has infringed and continues to infringe at least Claim 26 of the '001 Patent.
20. FutureBet has infringed and continues to infringe at least Claim 26 of the '001 Patent.
21. Defendants' infringement, contributory infringement and/or inducement to infringe has injured 1st Technology and it, therefore, is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.
22. Each defendant's infringement, contributory infringement and/or inducement to infringe has been willful and deliberate because each defendant has been given notice of or knew of the '001 Patent and has nonetheless injured and will continue to injure 1st Technology, unless and until this Court enters an injunction prohibiting further infringement and, specifically, enjoining further manufacture, use, sale and/or offer for sale of products or services that come within the scope of the '001 Patent.

JURY DEMAND

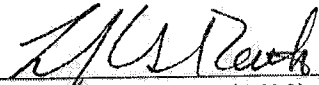
Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, 1st Technology requests a trial by jury on all issues presented that can properly be tried to a jury.

WHEREFORE, plaintiff, 1st Technology, asks this Court to enter judgment, individually and jointly against defendants, and against their subsidiaries, affiliates, agents, servants, employees and all persons in active concert or participation with them, granting the following relief:

- A. An award of damages adequate to compensate 1st Technology for the infringement that has occurred, together with prejudgment interest from the date

- infringement began;
- B. All other damages permitted by 35 U.S.C. § 284;
 - C. A finding that this case is exceptional and an award to 1st Technology of attorneys' fees and costs as provided by 35 U.S.C. § 285;
 - D. A permanent injunction prohibiting further infringement, inducement and contributory infringement of the '001 Patent; and,
 - E. Such other and further relief as this Court or a jury may deem proper and just.

Respectfully submitted,

 9/7/06

Mark A. Hutchison (4639)
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Facsimile: (702) 385-2086

Attorneys for Plaintiff
1ST TECHNOLOGY LLC

EXHIBIT B

PokerStars Terms of Service for Playing Poker

END USER LICENSE AGREEMENT

This agreement (the "**Agreement**") should be read by you (the "**User**" or "**you**") in its entirety. Please note that the Agreement constitutes a legally binding agreement between you and Rational Poker School Limited (referred to herein as "**PokerStars**") which owns and operates the Internet site found at www.pokerstars.net (the "**Site**")

Introduction

The software (the "**Software**") is being licensed to you by PokerStars for your private personal use solely on "AS IS" basis. Please note that the Software is not for use by (i) individuals under 18 years of age, (ii) individuals under the legal age of majority in their jurisdiction and (iii) individuals connecting to the Site from jurisdictions from which it is illegal to do so.

You shall use the Software together with your unique Player ID ("**Player ID**") and unique and secret password ("**Password**") known only to you, to access the PokerStar's servers (the "**Servers**") in order to play the PokerStars "play for free"/"play money" games (the "**Games**").

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1. GRANT OF LICENSE. Subject to the terms and conditions contained herein PokerStars grants the User a non-exclusive, personal, non-transferable right to install and use the Software in order to access the Servers and play the Games.

2. NO WARRANTIES. PokerStars disclaims any and all warranties, expressed or implied, in connection with the Software, the Site and the Games all of which are provided to you "AS IS" and we provide you with no warranty or representation whatsoever regarding their quality, fitness for purpose, completeness or accuracy. Regardless of our efforts to provide you with service of the highest quality, we make no warranty that the Site and the Servers will be uninterrupted, timely or error-free, that defects will be corrected or that the services found therein shall be free from viruses or bugs.

3. PROHIBITED USES.

3.1 SOFTWARE MODIFICATIONS. User may not attempt to modify, decompile, reverse-engineer or disassemble the Software in any way.

3.2 PERSONAL USE. The Software is intended solely for your personal use.

3.3 COLLUSION. Collusion between players by sharing hole cards or by other methods is strictly forbidden. PokerStars reserves, in addition to other measures, the right to restrict seating and/or to prohibit Users from playing at a particular poker table or in a tournament, including restricting two or more Users from playing together at the same table or in the same tournament.

3.4 EXTERNAL PLAYER ASSISTANCE PROGRAMS (EPA). PokerStars prohibits External player assistance programs ("EPA Programs") which are designed to provide an "Unfair Advantage" to players. PokerStars defines External to mean computer software (other than the PokerStars game client provided by PokerStars), and non-software-based databases or profiles (e.g. web sites and subscription services). PokerStars defines an "Unfair Advantage" as a User accessing or compiling information on other players beyond that which the User has personally observed through the User's own game play.

3.4.1 AUTOMATIC PLAYERS (BOTS). The use of artificial intelligence including, without limitation, "robots" is strictly forbidden in connection with the Software and the Games. All actions taken in relation to the Games by a User must be executed personally by players through the user interface accessible by use of the Software.

You agree that PokerStars may take steps to detect and prevent the use of prohibited EPA Programs. These steps may include, but are not limited to, examination of software programs running concurrently with the PokerStars Software on the User's computer. In the event that PokerStars deems that a User has engaged in fraudulent, unlawful or improper activity while using the Software or playing the Games, including without limitation a User who has colluded or attempted to collude with another user of the Software, or has used Prohibited EPA programs, PokerStars shall be entitled to take such

action as it sees fit, including immediately blocking access to the Games to such User, terminating such User's account with PokerStars and seizing all monies held in the relevant PokerStars "real money account".

4. LIMITATION OF LIABILITY. Under no circumstances, including negligence, shall PokerStars be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use (or misuse) of the Software, the Games or your accessing the Site or the Servers, even if PokerStars had prior knowledge of the possibility of such damages.

5. SECURITY. The User agrees that he/she is solely responsible for all use of the PokerStars Software through his/her Player ID and Password. The User is obliged to keep his/her Player ID and Password secret and confidential at all times and to take all efforts to protect their secrecy and confidentiality. Any unauthorized use of the Player ID or Password shall be the sole responsibility of the User and be deemed as his/her use. Any liability therefrom shall be that of the User.

6. PERSONAL USE. Commercial use of the Software is strictly forbidden. The User is only allowed to wager for his/her personal entertainment and not for money. The User agrees that his/her use of the Games is in a personal (and not professional) capacity. Before the User participates at PokerStars, he/she is responsible to verify the laws on gambling which govern the User use of the Software in order to determine restrictions and act in accordance thereto.

7. OTHER. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>).

8. TERMINATION. Without prejudice to any other rights, PokerStars may immediately terminate this Agreement if you fail to comply with the terms and conditions contained herein. In such event, you must destroy all of your copies of the Software.

9. AMENDMENT. PokerStars reserves the right to change this Agreement at any time with or without notice and you will be bound by such amended Agreement upon its being posted at the Site. Therefore, we encourage you to visit the Site regularly and check the terms and conditions contained in the Agreement. Your continued use of the Site shall be deemed to attest to your agreement to any amendments to the Agreement.

10. GOVERNING LAW. The Agreement and any matters relating hereto shall be governed by, and construed in accordance with the laws of Isle of Man. Each party irrevocably agrees that the relevant courts of Isle of Man shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Agreement and any matter arising therefrom and irrevocably waives any right that it may have to object to an action being brought in those courts, or to claim that the action has been brought in an inconvenient forum, or that those courts do not have jurisdiction.

11. SEVERABILITY. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision hereof or the validity or enforceability in other jurisdictions of that or any other provision hereof.

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More information is available at www.pokerstars.net
Poker Stars can be contacted by email at support@pokerstars.net

EXHIBIT C

PokerStars Online Poker Software Terms of Service

END USER LICENSE AGREEMENT

This agreement (the "Agreement") should be read by you (the "User" or "you") in its entirety. Please note that the Agreement constitutes a legally binding agreement between you and Rational Enterprises LTDA. (referred to herein as "PokerStars") which owns and operates the Internet site found at www.pokerstars.com (the "Site"). In addition to the terms and conditions of this Agreement, please review our Privacy Policy, which is incorporated herein by reference.

Introduction

The software that you are about to download (the "Software") is being licensed to you by PokerStars for your private personal use solely on "AS IS" basis. Please note that the Software is not for use by (i) individuals under 18 years of age, (ii) individuals under the legal age of majority in their jurisdiction and (iii) individuals connecting to the Site from jurisdictions from which it is illegal to do so.

You shall use the Software together with your unique Player ID ("Player ID") and unique and secret password ("Password") chosen by and known only to you, to access the PokerStars' servers (the "Servers") in order to play the PokerStars "play for real money" or "play for demo money" games (the "Games").

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1. GRANT OF LICENSE. Subject to the terms and conditions contained herein PokerStars grants the User a non-exclusive, personal, non-transferable right to install and use the Software in order to access the Servers and play the Games.

2. NO WARRANTIES. PokerStars disclaims any and all warranties, expressed or implied, in connection with the Software, the Site and the Games all of which are provided to you "AS IS" and we provide you with no warranty or representation whatsoever regarding their quality, fitness for purpose, completeness or accuracy. Regardless of our efforts to provide you with service of the highest quality, we make no warranty that the Site and the Servers will be uninterrupted, timely or error-free, that defects will be corrected or that the services found therein shall be free from viruses of bugs.

3. AUTHORITY. PokerStars retains authority over the issuing, maintenance, and closing of players' accounts at PokerStars. The decision of PokerStars management, as regards any aspect of a player's account, use of the Software, or dispute resolution, is final.

4. PROHIBITED USES.

4.1 SOFTWARE MODIFICATIONS. User may not attempt to modify, decompile, reverse-engineer or disassemble the Software in any way.

4.2 PERSONAL USE. The Software is intended solely for your personal use. Commercial use of the Software is strictly forbidden. The User is only allowed to wager for his/her personal entertainment. Under no circumstances shall a User be permitted to use his/her "real money account" with PokerStars for any purpose other than for playing the Games. The User agrees that his/her use of the Games is in a personal (and not professional) capacity. Before the User participates at PokerStars, he/she is responsible to verify the laws on gambling which govern the User use of the Software in order to determine restrictions and act in accordance thereto. The User must provide full and truthful information regarding his/her legal name and identity when such information is requested by PokerStars. A User may not have more than one account with PokerStars.

4.3 COLLUSION. Collusion between players by sharing hole cards or by other methods is strictly forbidden. PokerStars reserves, in addition to other measures, the right to restrict seating and/or to prohibit Users from playing at a particular poker table or in a tournament, including restricting two or more Users from playing together at the same table or in the same tournament.

4.4 EXTERNAL PLAYER ASSISTANCE PROGRAMS (EPA). PokerStars prohibits External player assistance programs ("EPA Programs") which are designed to provide an "Unfair Advantage" to players. PokerStars defines External to mean computer software (other than the PokerStars game client provided by PokerStars), and non-software-based databases or profiles (e.g. web sites and subscription services). PokerStars defines an "Unfair Advantage" as a User accessing or compiling information on other players beyond that which the User has personally observed through the User's own game play. We encourage you to read our [Prohibited Programs FAQ](#).

4.4.1 AUTOMATIC PLAYERS (BOTS). The use of artificial intelligence including, without limitation, "robots" is strictly forbidden in connection with the Software and the Games. All actions taken in relation to the Games by a User must be executed personally by players through the user interface accessible by use of the Software.

You agree that PokerStars may take steps to detect and prevent the use of prohibited EPA Programs. These steps may include, but are not limited to, examination of software programs running concurrently with the PokerStars Software on the User's computer.

4.5 FRAUDULENT BEHAVIOR. In the event that PokerStars deems that a User has engaged in fraudulent, unlawful, dishonest or improper activity while using the Software or playing the Games, including without limitation, engaging in any of the activities set forth above or any other game manipulation, or the making of any fraudulent payment, including without limitation, use of a stolen credit card or fraudulent chargeback or money laundering, PokerStars shall be entitled to take such action as it sees fit, including immediately blocking access to the Games to such User, terminating such User's account with PokerStars, seizing all monies held in the relevant PokerStars "real money account", disclosing such information (including the identity of the User) to banks, credit card companies and/or any person or entity that has the legal right to such information, and/or taking legal action against such User.

5. OFFENSIVE LANGUAGE OR CONTENT. The User is prohibited from posting any unlawful, obscene, libelous, defamatory, threatening, or other material that would violate any law, via the Software or in correspondence with Company staff.

6. BREACH. Without prejudice to any other rights, if a User fails to comply with any of the terms and conditions contained herein, PokerStars reserves the right to take such action as it sees fit, including immediately blocking access to the Games to such User, terminating such User's account with PokerStars, seizing all monies held in the relevant PokerStars "real money account" and/or taking legal action against such User.

7. LIMITATION OF LIABILITY. Under no circumstances, including negligence, shall PokerStars be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use (or misuse) of the Software, the Games or your accessing the Site or the Servers, even if PokerStars had prior knowledge of the possibility of such damages.

8. SECURITY. The User agrees that he/she is solely responsible for all use of the PokerStars Software through his/her Player ID and Password. The User is obliged to keep his/her Player ID and Password secret and confidential at all times and to take all efforts to protect their secrecy and confidentiality. Any unauthorized use of the Player ID or Password shall be the sole responsibility of the User and be deemed as his/her use. Any liability therefrom shall be that of the User.

9. DISPUTES. The User accepts that the historical data of each game shall be as recorded on PokerStars' servers. In the event of a discrepancy between the cards displayed on your computer and the game records on the server the latter shall prevail.

10. OTHER. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org>).

11. AMENDMENT. PokerStars reserves the right to change this Agreement at any time with or without notice and you will be bound by such amended Agreement upon its being posted at the Site. Therefore, we encourage you to visit the Site regularly and check the terms and conditions contained in the Agreement. Your continued use of the Site shall be deemed to attest to your agreement to any amendments to the Agreement.

12. GOVERNING LAW. The Agreement and any matters relating hereto shall be governed by, and construed in accordance with the laws of Costa Rica. Each party irrevocably agrees that the relevant courts of Costa Rica shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Agreement and any matter arising therefrom and irrevocably waives any right that it may have to object to an action being brought in those courts, or to claim that the action has been brought in an inconvenient forum, or that those courts do not have jurisdiction.

13. SEVERABILITY. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision hereof or the validity or enforceability in other jurisdictions of that or any other provision hereof.

14. ASSIGNMENT. PokerStars reserves the right to assign this agreement, in whole or in part, at any time without notice. The User may not assign any of his/her rights or obligations under this Agreement.

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More information is available at www.pokerstars.com

PokerStars can be contacted by email at support@pokerstars.com.

EXHIBIT D

PokerStars.net

Practice Makes Champions



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PLAY NOW!

SOFTWARE

- ▶ Quick Tour
- ▶ Getting Started
- ▶ Special Features

POKER ROOM

- ▶ Poker Games
 - Texas Hold'em
 - Omaha
 - Omaha High-Low Stud
 - High-Low Razz
 - HORSE
- ▶ Poker Game Limits
- ▶ Poker Basics
- ▶ Poker Hand Rankings
- ▶ Poker Glossary

POKERSTARS

- ▶ Team PokerStars
- ▶ TV Commercials

http://www.pokerstars.net Play Online Poker at PokerStars - Mozilla Firefox

U-ABLE TABLE
VIEW CHIBUS
POT \$75
Join Waiting List
There is 1 player in line

Chat Notes Stats Info

Dealer: Gene 462/883/1403, Ante pot \$1373, Flop pot \$1397, Turn pot \$1473, River pot \$3271

3. Requests - Make a play money transfer or see what tournaments you are registered for.
4. Options - Customize your sounds, deck color and other game features.
5. View - Cascade or stack multiple tables or even change the theme of your tables.
6. Help - Get current PokerStars news, FAQs, or contact support.
7. Displays a live update of how many players are logged in to PokerStars.

PokerStars.com
Where Poker Players Become World Champions

Live update: 48,120 players 7,394 tables 2,167 tournaments

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POKER GAMES

- ▶ Texas Hold'em
- ▶ Omaha High Low
- ▶ Omaha High
- ▶ Stud High Low
- ▶ Stud High
- ▶ Razz
- ▶ HORSE
- ▶ Poker Rules
- ▶ Poker Hands
- ▶ Poker Terms

POKER EVENTS

- ▶ World Series of Poker
- ▶ European Poker Tour
- ▶ World Championship of Online Poker
- ▶ World Poker Tour
- ▶ PokerStars Caribbean Adventure
- ▶ World Cup of Poker

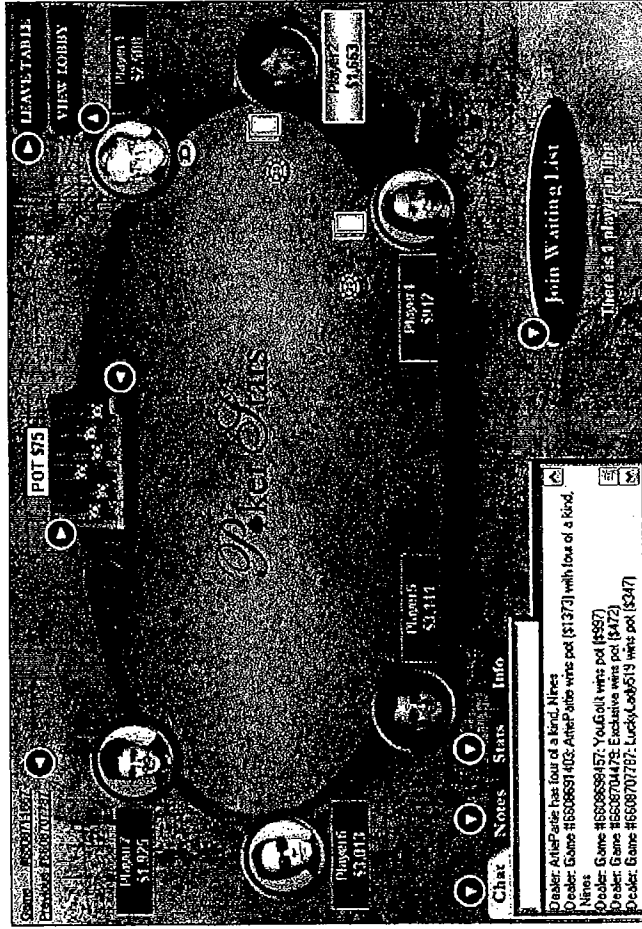
TEAM POKERSTARS

Meet our poker team members. They travel the world representing PokerStars in the biggest poker tournaments.

LOCAL SITES

- ▶ Poker English
- ▶ Poker Dansk
- ▶ Poker Deutsch
- ▶ Poker Español
- ▶ Poker Français
- ▶ Poker Norsk

PokerStars Poker Tables - Images and Tour



If you have any questions about our software please contact support@pokerstars.com.

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- ◆ [Find Real Money Games](#)
- ◆ [Practice For Free](#)
- ◆ [Software Requirements](#)
- ◆ [Interactive Display of the PokerStars Lobby](#)

[Back to Learn About Our Software - Game Lobby and Tables](#)