

To:
Mr. Jonathan J. Klinger, Adv.

Via email:
- Without Prejudice -

Dear Sir,

Re: Jin Chess Client Software

Ref: Your letter dated July 10, 2006

Reference is made to your letter dated July 10, 2006 (the “**Letter**”), pursuant to which you made certain allegations regarding a supposedly breach of your client’s intellectual property rights in the abovementioned software (the “**Jin Client**”).

I reject any and all the alleged claims described in the Letter. For the sake of good order my response to your allegations, as detailed below, are hereby given in the same order such allegations appear in the Letter:

1. Bad Faith Negotiations.

The alleged general claim of negotiations in *mala fide* is hereby rejected. Such allegation has been made without any explanation and without providing any *prima facie* supporting evidence.

2. Alleged Breach of the Jin Client’s Terms of Use.

The alleged claim of breach of the Jin Client’s applicable license terms is hereby rejected. Your client subjected the Jin Client to the terms of the GPL license and therefore, it is free for use, modification and distribution. The use of the Jin Client, the modifications made thereto and the posting of derivative works of the Jin Client at the site was made in strict compliance with the GPL license.

Furthermore, derivative works of the Jin Client have been made available to the public in source code format as required under the GPL license.

Reference is made to Section 6 of the GPL license which provides that with regard to a software licensed under the GPL license, no other terms of use may be applied to it other than the terms of the GPL:

“You may not impose any further restrictions on the recipients' exercise of the rights

granted herein. You are not responsible for enforcing compliance by third parties to this License.”

3. Alleged Breach of the GPL Terms.

Your alleged claims regarding the issue above are dismissed as you lack the standing to make any claims regarding compliance with GPL license.

Moreover, the software is not yet available for commercial distribution and therefore the GPL license does not apply to it.

Notwithstanding the generality of the foregoing statements, and even if you had the standing to make such claims and even if the GPL license applies to the software, all the claims and allegations set forth in your Letter, are rejected on their merits:

- (i) The software’s source code is available for download from the IChessU website at http://www.ichessu.com/Files/ichessu_sources.zip in a form available for compilation as required by Section 3 of the GPL:

“If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.”

- (ii) Highlighting the inclusion of the Jin Client in the software and publishing a EULA and Exhibit that complies fully with the terms of the GPL, as required by Section 1 of the GPL:

“You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.”

4. Summary

It transpires from the above that the grounds for your demand for compensation stems from mere greed and envies of your client. I would suggest to your client to focus on *bona fide* attempts to earn profits instead of unjust enrichments attempts. Please advise

your clients that such false accusation already result in enormous damages in addition to irreparable damages to my impeccable reputation. I therefore kindly advise your client to immediately cease and desist from making such accusations.

In light of the above, I reject all your unfounded and captious allegations and accusations as set out herein including your demand for any action or compensation. I will not hesitate to take any legal or other action available to me should you decide to translate your hostile approach into action.

Nothing contained in this letter constitutes or should be construed as a waiver of any right, claim, or action that I may have with respect to the foregoing matters, all of which are hereby expressly reserved and you are hereby required to enclose and submit this letter together with any legal proceedings, if and when, you decide to initiate.

Sincerely,

Alexander Rabinovich