

Mr Zammis A Clark

BY EMAIL ONLY: l33twax@yahoo.com

Date 13 July 2015

Our ref: JMT\16781547.11113683.004\CLP

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Dear Sir

## Impero Solutions Limited v Yourself

We act for Impero Solutions Limited of 11 High Street, Ruddington, Nottingham NG11 6DT who have consulted us in connection with your activities concerning our client's proprietary software known as "Education Pro".

### This is a letter of claim.

#### 1. FACTS

Our client's employees devised and created coding comprising the software known as "Education Pro". The proprietary coding is an original work and comprises a literary work protected by copyright under the Copyright, Designs and Patents Act 1988.

Our clients are the owners of the copyright in that coding and accordingly have exclusive rights to operate the programs in which that copyright subsists.

Whilst they license the software on certain terms and whilst the Copyright Designs and Patents Act 1988 contains provisions allowing various lawful activities in relation to software that is proprietary to others, your activities with our clients software fall outside both the terms of their licence and the provisions of the Copyright, Designs and Patents Act 1988 and accordingly amount to infringement of the copyright in our client's proprietary software.

On or about 12 June 2015, you posted the following Tweet on Twitter via your Twitter User Account and @TheWack0lian:

*"Eh, whatever. Here's a PoC for Impero. Remote code exec as SYSTEMS on ALL WINDOWS CLIENTS. Yeah, it's bad.*

*Gist. Github. Com/Wack0/bcc5a196..."*

On Github-Gist at [gist.github.com Wack0/bcc5a196fo874a39bo8f](https://gist.github.com/Wack0/bcc5a196fo874a39bo8f). You have posted your account of how you downloaded our client's software, Educational Pro, how you identified an encrypted element of it and you then reveal the encryption method and password.



In order to do this, you would have downloaded our client's "Server Program" and "Client Program" and installed them on different computers. You could only have done this by accepting their terms and conditions of use.

**2. END USER LICENCE AGREEMENT FOR IMPERO SOLUTIONS LIMITED  
EDUCATIONAL PRO SOFTWARE**

Those terms and conditions are attached marked A. You will have seen from these terms when you ticked to accept them that they license use of our client's software in object code only and only for the purpose of enabling the user to legitimately monitor and control the internet access and computer activities of users of its IT systems (see clause 3 of the attached terms marked A).

Clause 4 of the attached terms and conditions prohibits any modification of our client's proprietary software and only permits decompilation if it is essential to achieve interoperability and provided that information obtained during such decompilation is not disclosed or communicated to any third party without our client's prior written consent.

Clause 8 of the attached terms and conditions reminded you that the software is proprietary and comprises confidential information and requires you as user to preserve the confidentiality of the software and not to disclose any confidential information in relation to it other than to one of your employees if you have any employees.

We attach a copy of the relevant sections of the Copyright, Designs and Patents Act 1988 which permits certain activities to be undertaken with software without the copyright owners consent.

**3. COPYRIGHT INFRINGEMENT AND BREACH OF CONFIDENCE**

Your downloading, operating and use of our client's software involved using hacking tools to interfere with the communications between our clients Server Program and Client Program, the discovery of an encryption key and the publicising of that highly confidential information for others to follow, thereby enabling anyone to write destructive files in order to disrupt numerous software systems throughout the UK.

**4. COPYRIGHT INFRINGEMENT, BREACH OF CONTRACT AND BREACH OF CONFIDENCE**

In breach of the license terms, you have modified the software without our client's authority, you have decompiled the software for purposes otherwise than to achieve interoperability and you have published confidential information about our client's software. Your activities therefore do not comply with the conditions in Section 50B(2) of the Copyright, Designs and Patents Act 1988.

Further, since you did not observe, study or test the functions of our client's software whilst performing acts in relation to the software that you were entitled to do, you cannot take the benefit of the exception in Section 50 BA.

Accordingly, your activities amount to copyright infringement, breach of confidence and breach of contract.

**5. DAMAGE**

By publicising the encryption key on the internet and on social media and other confidential information, you have enabled anyone to breach the security of our client's software program and write destructive files to disrupt numerous software systems throughout the UK.

This has caused direct loss and damage to our clients in terms of work needed to circumvent this problem, downtime in development of other software and reputational damage as well as potential damage to numerous IT systems used by various schools throughout the UK and huge cost and disruption to them.

The loss and damage to our clients caused by your activities is significant and will in any legal action taken in the civil courts be the subject of applications to the court for restraining orders to restrict you from further copyright infringement and breach of confidence as well as court orders for monetary compensation.

**In view of the seriousness of this claim, you would benefit from independent legal advice. The Court's Pre- Action Conduct Protocol gives guidance as to how you should react to this letter of claim (accessible via the website for the Justice Department at [www.justice.gov.uk/courts/procedures-rules/civil/protocol](http://www.justice.gov.uk/courts/procedures-rules/civil/protocol)). In summary, however, if as a**

**result of your failure to respond appropriately to this letter of claim, legal proceedings are then issued, the legal costs you may be liable to pay will be substantially increased.**

In order to mitigate the damage caused to some extent, our clients require the immediate take down of the Github-Gist posting, all relevant Tweets by you concerning our client's software and the removal from public view of all other material comprising confidential information about our client's software.

We therefore await confirmation from you by **17 July 2015** that you have done this and in the meantime all our clients rights are reserved both in terms of civil proceedings for copyright infringement, breach of confidence and breach of contract criminal proceedings under the Computer Misuse Act 1990

Yours faithfully

Handwritten signature in black ink that reads "Gateley Plc." with a period at the end.

**Gateley Plc**