

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

WORLDS INC.,

Plaintiff,

v.

MICROSOFT CORPORATION;

Defendant.

Civil Action No. 6:20-cv-872

DEMAND FOR JURY TRIAL

**PLAINTIFF WORLDS INC.'S ORIGINAL COMPLAINT FOR PATENT
INFRINGEMENT AGAINST MICROSOFT CORPORATION**

Plaintiff Worlds Inc. (“Worlds”), by and through its attorneys, hereby alleges this Complaint against Defendant Microsoft Corporation (“Microsoft”) for patent infringement.

PARTIES

1. Plaintiff Worlds is a corporation organized and existing under the laws of the State of Delaware and having a principal place of business at 11 Royal Road, Brookline, Massachusetts.

2. Defendant Microsoft is a Washington state corporation with a headquarters located at One Microsoft Way, Redmond, Washington 98052. Microsoft’s Registered Agent for service of process in Corporate Service Company, 211 East 7th Street, Suite 620, Austin, Texas 78701.

3. Worlds is the sole and exclusive owner of U.S. Patent No. 8,082,501 (“the ‘501 Patent”), entitled “System and Method for Enabling Users to Interact in a Virtual Space.” A true and correct copy of the ‘501 Patent is attached as Exhibit A.

4. The ‘501 Patent generally discloses and claims, *inter alia*, methods used for improving network communications and managing client processing burdens in a multi-client/server architecture used in three-dimensional, computer-generated, graphical, multi-user, interactive virtual world systems such as those found in multiplayer gaming. More specifically,

the '501 Patent is directed to methods used in systems that permits a plurality of users to interact in a three-dimensional, computer-generated, graphical virtual world, where each user executes a “client process” to view the virtual world from the perspective of that user. The client process can be used to customize the display of the virtual world to the user, and that display may include avatars representing other users who are “near” the user within the virtual world. So that the virtual world can be updated to reflect the motion or rotation of various users’ avatars, avatar position information is transmitted from each user’s client process to a centralized “server process,” which in turn transmits position updates back to the client processes. The client process updates its respective user’s display of the virtual world.



5. Defendant Microsoft and entities and persons whose actions are attributable to Microsoft have made, used, sold, offered for sale, and/or imported in the United States, including in this judicial district, products and services that directly infringe at least method claims 1, 2, 5, and 10 of the '501 Patent (“the Asserted Claims”), either literally or under the doctrine of equivalents. These infringing activities are associated with, but are not limited to, the Minecraft Java Edition Product and associated software, the official Minecraft Realms subscription-based servers and their associated server software, and the official Minecraft server software used for establishing a private Minecraft server, (collectively, “the Accused Products and Services”). *See* Ex. K (<https://web.archive.org/web/20141003153025/https://minecraft.net/>); *see also* Ex. L

(https://web.archive.org/web/20151105105527if_/https://minecraft.net/realms), Ex. M
(https://minecraft.gamepedia.com/Java_Edition_1.7.9).

6. In September of 2014, Microsoft announced it was acquiring Mojang, the developer of Minecraft, for \$2.5 Billion. *See* Ex. N (<https://news.microsoft.com/2014/09/15/minecraft-to-join-microsoft/>). The deal was finalized in November of 2014. *See* Ex. O (<https://www.polygon.com/2014/11/6/7167349/microsoft-owns-minecraft-mojang-acquisition-closes>).

7. In order for users to enjoy the benefits of interacting in the virtual world of Minecraft, Microsoft sold its Minecraft Java Edition Product to users pursuant to a number of agreements including, but not limited to, the Mojang website Terms and Conditions, Ex. P (<https://web.archive.org/web/20151105175934/https://account.mojang.com/terms>), which apply generally to the downloading and use of all Minecraft games, as well as the specific Minecraft End User’s License Agreement in effect during the period of infringement, including in 2014 (“2014 Minecraft EULA”), Ex. Q (https://web.archive.org/web/20141230051357/https://account.mojang.com/documents/minecraft_eula).

8. For a user to download and enjoy the benefit of playing any Minecraft game, the official Mojang website’s Terms and Conditions note that “[t]hese terms and conditions are a legal agreement between you and us (Mojang AB)” and “incorporate the terms of use for the mojang.com website...” *See* Ex. P (<https://web.archive.org/web/20151105175934/https://account.mojang.com/terms>) at Introduction. Mojang’s Terms and Conditions expressly note that “[i]f you buy, download, use or play any of our games, you will also have to stick to the end user license agreement of that game.” *Id.* Further, the Mojang “Account Terms,” expressly “cover the ways our websites mojang.com and minecraft.net (our “Website”) will be provided to you and may be used by you.” *Id.* As the Mojang Account Terms specify, “[y]ou are free to use our Website as long as you stick to these Account Terms. ... Your permission to use this website is personal to you, so

you can't give it to anyone else. Don't forget that we still own the Website and the content on it, but we are giving you permission to use it. We want you to enjoy using our website, but if we want, we can take away your permission to use our Website at any time if necessary." *Id.* In particular, the Mojang Account Terms also include "Restrictions and Obligations" that state "[y]ou aren't allowed to hack, decompile, or change our website at all and you musn't do so. This includes the code or any content or data. Basically, you should just leave it as it is." According to the Mojang Account Terms, "[t]he purchase of a game through our Website provides you with a license to use the game that commences when the download of the game starts..." *Id.*

9. The 2014 Minecraft EULA provides additional requirements that users must follow in order to enjoy the benefits of playing Mojang's Minecraft game. Specifically, the Minecraft EULA states "[i]n order to protect Minecraft ('our Game') and the members of our community, we need these end user license terms to set out some rules for downloading and using our Game. We don't like rules any more than you do, so we have tried to keep this as short as possible. If you break these rules we may stop you from using our Game. If we think it is necessary, we might even have to ask our lawyers to help out." Ex. Q. (https://web.archive.org/web/20141230051357/https://account.mojang.com/documents/minecraft_eula). Further, the Minecraft EULA states "[i]f you buy, download, use or play our Game, you are agreeing to stick to the rules of these end user license agreement ('EULA') terms. If you don't want to or can't agree to these rules, then you must not buy, download, use or play our Game. This EULA incorporates the terms of use of the mojang.com website ('Account Terms'), our brand and asset usage guidelines and our privacy policy. By agreeing to this EULA, you also agree to all parts of these three documents, so please read through them carefully." *Id.* The EULA also states "[t]he permission we give you to use and play our Game can be revoked if you break the terms of this EULA." *Id.*

10. In order for users to enjoy the benefits of playing Minecraft in a "multiplayer mode," where multiple independent users can interact in the same Minecraft virtual world, a

Minecraft server that is able to host the multiple users is also required. Microsoft's subsidiary Mojang provides and has provided online Minecraft Realms subscription server services. Ex. L (https://web.archive.org/web/20151105105527if_/https://minecraft.net/realms).

11. In order for a user to enjoy the benefits of using a Mojang Realms service subscription for hosting a multiplayer Minecraft game, the user had to agree to abide by the Minecraft Realms Terms and Conditions. Ex. R (<https://web.archive.org/web/20140915142357/https://minecraft.net/realms/terms>). According to these Terms and Conditions for use of Minecraft Realms, “[t]hese Terms set out some rules for using the Minecraft Realms service [‘Minecraft Realms’]. We don’t like rules any more than you do, so we have tried to keep this as short as possible. If you break these rules we may stop you from using Minecraft Realms. If you use Minecraft Realms, you are agreeing to stick to the rules of these Terms. If you don’t want to or can’t agree to these Rules, then please don’t use Minecraft Realms. These Terms incorporate our Privacy Policy and the Mojang Account Terms and the Minecraft EULA.” According to the Minecraft Realms Terms and Conditions, “Minecraft Realms is a service designed to easily let people play Minecraft with other people on a dedicated server subject to these Terms. A ‘Minecraft Realm’ is therefore a single Minecraft world, server or instance that is hosted by [or for] us.” *Id.*

12. Alternatively, users could establish and maintain partnered Minecraft servers by purchasing/licensing official Minecraft server software. *See* Ex. M (https://minecraft.gamepedia.com/Java_Edition_1.7.9). For users who opted to download the Minecraft server software to create a partnered Minecraft server, that Minecraft software was provided subject to various agreements including, but not limited to, the same Mojang Account Terms and Minecraft End User License Agreement discussed previously in paragraph 6. Ex. S (<https://web.archive.org/web/20151105175934/https://account.mojang.com/terms#website>); Ex. Q (https://web.archive.org/web/20141230051357/https://account.mojang.com/documents/minecraft_eula). As set forth previously, in order for a user to retain the right to use and benefit from the

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