United States District Court,
D. Arizona.

NET MONEYIN, INC,
Plaintiff.
v.
VERISIGN, INC., et al,
Defendant.

No. CV 01-441-TUC-RCC

Oct. 19, 2005.

Allen Field, Portland, OR, Peter Bernard Goldman, Altfeld Battaile & Goldman PC, Tucson, AZ, William Arthur Birdwell, Davis Wright Tremaine LLP, George L. Kirklin, Kirklin Folawn LLP, James J. Greve, Birdwell & Janke LLP, Portland, OR, for Plaintiff.

ORDER REGARDING MARKMAN HEARINGS

RANER C. COLLINS**, District Judge.**

Pending before the Court are Plaintiff's Claim Construction Brief of disputed terms in Claims 1, 13-14, and 23 of U.S. Patent No. 5,822,737 ('737) and Claim 1 of U.S. Patent No. 5,963,917 ('917) (Docket # 637) and Defendants' Claim Construction Brief of the same disputed terms (Docket # 633).

In September 2001, Plaintiff Net MoneyIN, Inc. ("NMI") brought this action against Defendants VeriSign, Inc. ("VeriSign"), et al., alleging infringement of Patents '737 and '917. The issue before the Court is the interpretation of certain claim language of '861 Patent. The parties briefed their respective positions on claim construction, and the Court held a *Markman* hearing on June 29, 2005. This Order presents the Court's construction of the disputed terms and phrases.

I. BACKGROUND

The '737 Patent is titled "Financial Transaction System" and the '917 Patent is titled "Financial System of Computers." The patent is for "an automated payment system" which allows purchases to be made over a distributed network, i.e., the internet. '737, col. 1:43-46. Claim 1 of the '737 Patent recites the four computers (bank computer, merchant computer, customer computer, and financial processing computer) that comprises the "financial transaction system" and the respective roles of each computer. Claim 13 (and dependent claim 14) of the '737 Patent recites the functions of the payment processing computer with respect to the other computers in the system. Claim 22 (and dependent claim 23) of the '737 Patent recites the different links and communications that occur between two given computers that comprise the "internet payment system." Claim 1 of the '917 Patent recites "a computer network" and a "phone network," in addition to the four computers and their respective roles. The disputed claims are below:

A. Claim 1, Patent '737**: A Financial Transaction System**

1. A financial transaction system comprising:

a) a first bank computer containing financial data therein, said financial data including customer account numbers and available credit data, said first bank computer including means for generating an authorization indicia in response to queries containing a customer account number and amount;

b) a merchant computer containing promotional data;

c) a customer computer being linked with said merchant computer and receiving said promotional data; and,

d) a financial processing computer remote from said merchant computer and having means for:

1) receiving customer account data and amount data from said customer computer,

2) querying said first bank computer with said customer account data and said amount data,

3) receiving an authorization indicia form said first bank computer,

4) communicating a self-generated transaction indicia to said customer computer, and,

5) communicating the self-generated transaction indicia to said merchant computer.

B. Claim 13 and (dependent) Claim 14, Patent '737**: An Automated Processing Computer**

13. An automated payment processing computer comprising:

a) automated means for receiving customer account data from a customer computer;

b) automated means for establishing an amount data for a customer selected product;

c) automated means for querying a bank computer with said customer account data and said amount data and receiving an authorization indicia and payment from said bank computer; and

d) automated means for communicating a self-generated transaction indicia to a remote merchant computer.

14. The payment processing computer according to claim 13 further including automated

means for communicating a self-generated transaction indicia to said customer computer.

C. Claim 22[23], Patent '737**: An Internet Payment System**

22[23]. An internet payment system comprising:

a) a first link between customer computer and a vending computer for communicating promotional information from said vending computer to said customer computer;

b) a second link, initiated by said customer computer, between said customer computer and a payment processing computer, remote from said vending computer, for communicating credit card information and amount from said customer computer to said payment processing computer;

c) a third link, initiated by said payment processing computer with a credit card server payment processing computer to said credit card server computer, and for communicating, in response, an authorization indicia from said credit card server computer to said payment processing computer; ...

d) a fourth link between said payment processing computer and said customer computer for communicating a transactional indicia [and]

[e] claim 23 ... a fifth link between the payment processing computer and said vending computer for communicating said transactional indicia.

D. Claim 1, Patent '917**: A Financial Transaction System**

1. A financial transaction system comprising:

a) a computer network;

b) a phone network;

c) a merchant computer containing promotional data, said merchant computer having automatic means for communicating said promotional data via said computer network to a remote computer;

d) a customer computer being linked via said computer network with said merchant computer and receiving said promotional data, said customer computer having automatic means responsive to input from an operator, for initiating an order;

e) a financial processing computer, remote from said merchant computer having automatic means responsive to said order for:

1) receiving customer account data and amount data from said customer computer and said merchant computer via said computer network,

2) communicating said customer amount data and said amount data to said bank computer via said Phone network,

3) receiving an authorization indicia from said bank computer via the phone network, and,

4) via said computer network, communicating

A) a representation of said authorization indicia to said customer computer, and,

B) a representation of said authorization indicia to said merchant computer.

The central arguments concern the validity of Claims 1 and 13 of the '737 Patent and Claim 1 of '917 Patent based on special means-plus-function claim construction principles pursuant to 35 U.S .C. s. 112, para. 6. The statute states:

An element in a claim for a combination may be expressed as a means or a step for performing a specified function without the recital of structure, material or acts in support thereof, and such claim shall be construed to cover the corresponding structure, material, or acts described in the specification and equivalents thereof.

In particular, Defendants argue Claim elements 1(a) and 13(c) of the '737 Patent and Claim element 1(e)(1) of the '917 Patent are invalid due to lack of structure in the written description (specification) corresponding to the "means for" function in the claim. The Court will first address the validity of the three claims by construing the "means for" claim element and then will construe the remainder of the disputed terms according to the general principles of claim construction.

II. DISCUSSION

A. General Principles of Claim Construction

As a matter of law, the exclusive duty before the court is the construction of disputed claim language of the patents. Markman v. Westview Instruments, Inc., 52 F.3d 967, 970 (Fed.Cir.1995). To resolve disputed claims, "the court should look first to the intrinsic evidence of record, i.e., the patent itself, including the claims, the specification, and if in evidence, the prosecution history." Vitronics Corp. v. Conceptronic, Inc., 90 F.3d 1576, 1582 (Fed.Cir.1996).

Claim construction begins with the patent claims. *Id*. The claims themselves define the limits of the patented invention and the right to exclude, while the specification and relevant prosecution history serve to understand the language in the claims. Markman, 52 F.3d at 980. The specification, or written description of the invention, acts like a dictionary by explaining the invention and sometimes defining terms used in the claims. Id., at 979. The claims "must be read in view of the specification." *Id*. The specification is "the single best guide to the meaning of the disputed term." Vitronics Corp., 90 F.3d at 1582. The prosecution history, if in evidence, is also a significant tool in claim construction because it contains a complete record of the proceedings before the Patent and Trademark Office, including cited prior art not covered in the claims and statements by the patentee disclaiming certain interpretations. *Id*.

If the disputed claim term continues to be ambiguous after examining the intrinsic evidence, only then may the court use extrinsic evidence, which includes expert and inventor testimony, dictionaries, and treatises. *Id.,* at 1583. Additionally, the court's use of extrinsic evidence must be used "for the court's understanding of the patent, not for the purposes of varying or contradicting the terms of the claims." *Id*. at 981.

B. Means-Plus-Function Claims

A means-plus-function claim states a function without a definite structure or the materials required to perform that function. FN1 35 U.S.C. s. 112, para. 6 allows the use of a "generic means expression for a claim limitation provided that the specification indicates what structure(s) constitute(s) the means." Atmel Corp. v. Information Storage Devices, Inc., 198 F.3d 1374, 1381 (Fed.Cir.1999). The term "means" in the claim creates a presumption that s. 112, para. 6 applies. Apex, Inc. v. Raritan Computer, Inc., 325 F.3d 1364, 1372-73 (Fed.Cir.2003), *cert*. denied, 540 U.S. 1073, 124 S.Ct. 922, 157 L.Ed.2d 742 (2003).

The court must follow special rules of construction for means-plus-function claims. First, the court must identify the function stated by the claim. *Sage Prods.,* 126 F.3d at 1428. The claimed function is simply the function "explicitly recited in the claim." Generation II Orthotics, Inc. v. Medical Tech., Inc., 263 F.3d 1356, 1363 (Fed.Cir.2001). The function may not be limited beyond the scope of the claim language, nor may it be expanded "by ignoring the clear limitations contained in the claim language." Lockheed Martin v. Space Sys./Loral, Inc., 249 F.3d 1314, 1324 (Fed.Cir.2001).

Second, the court must identify the corresponding structure(s) disclosed in the specification which perform the claimed function. *Sage Prods.,* 126 F.3d at 1428. The structure is "corresponding" if "the specification or prosecution history clearly links or associates that structure to the function recited in the claim." B. Braun Med., Inc. v. Abbott Labs., 124 F.3d 1419, 1424 (Fed.Cir.1997). A sufficient corresponding structure is based on "whether one of skill in the art would understand the specification itself to disclose structure, not simply whether that person would be capable of implementing that structure." Medical Instrumentation v. Elekta AB, 344 F.3d 1205 (Fed.Cir.2003).

"[F]ailure to disclose adequate structure corresponding to the recited function in accordance with 35 U.S.C. s. 112, para. 1 FN2, results in the claim being of indefinite scope, and thus invalid, under 35 U.S.C. s. 112, para. 2 FN3." Bude v. Harley-Davidson, Inc., 250 F.3d 1369, 1376 (Fed.Cir.2001). A means-plus-function claim limitation is composed of the claimed function and the corresponding structure in the specification (see above, s. 112, para. 6). For a claim using a "generic means expression" to meet the particularity requirement of para. 2 FN4, the specification must disclose the corresponding structure "in such a manner that one skilled in the art will know and understand what structure corresponds to the means limitation." Atmel Corp., 198 F.3d at 1382. Thus, if there is no disclosure of a corresponding structure "sufficient to be understood by one skilled in the art as being adequate to perform the recited function," the claim is indefinite and therefore invalid. Budde, 250 F.3d at 1376-77.

C. Claims

a. '737 Claim Element 1(a): a first bank computer containing financial data therein, said financial data including customer account numbers and available credit data, said first bank computer including means for generating an authorization indicia in response to queries containing a customer account number and amount.

1. The Function of Claim:

Both parties agree that the function is "generating an authorization indicia in response to queries containing a customer account number and amount."

2. The Corresponding Structure in the Specification:

NMI argues that the "bank"/"credit card server computer" is the corresponding structure. ("The payment processing computer automatically contacts a bank verification of the credit card and amount; the bank transmits an authorization to the payment processing computer," Col. 2, lines 22-25; "The credit card account number and amount is communicated to the credit card server computer which responds to the payment processing computer with an authorization indicia," Col. 5, lines 28-31, Fig. 2C). The Defendants argue that the specification does not disclose a corresponding structure that performs the claimed function of generating an authorization indicia.

The Court finds that the specification fails to disclose the "means for," or corresponding structure, that performs the claimed function of "generating an authorization indicia in response to queries containing a customer account number and amount." NMI's references to "bank" and "credit card server computer" are in connection with the functions of transmit[ting]" to and "respond[ing]" with an authorization indicia. The specification does not disclose a "bank computer" or the internal structure of a bank computer sufficient to be understood by one skilled in the art as being adequate to "generat[e]" an authorization indicia. The Court therefore finds Claim 1 of the '737' Patent to be indefinite and invalid.

b. '737 Claim Element 13(c): An automated payment processing computer comprising: (c) automated means for [a] querying a bank computer with said customer account data and said amount data and [b] receiving an authorization indicia and payment from said bank computer.

1. The Function of the Claim:

Both parties agree that the function is "receiving an authorization indicia and payment from said bank computer."

2. The Corresponding Structure in the Specification:

NMI argues that the specification discloses a payment processing computer (Fig.2C) that is programmed to receive an authorization indicia from the bank computer and payment (structure 10A in Fig. 1A, Col. 3, lines 40-48; Fig. 4A, 42B, "The payment processing computer automatically contacts a bank for verification of the credit card and amount; the bank transmits an authorization to the payment processing computer;" Col. 2, lines 16-20, "Periodically, the payment processing computer connects via the phone lines with the credit card server and instructs it to transfer the appropriate amount of funds to the merchant's bank computer so that the merchant has access to the funds paid for his product/service provided to the consumer." Col. 5, line 66-Col.6, line 4; Fig. 2E).

The Defendants argue that the specification does not disclose any structure that performs both claimed functions of receiving an authorization indicia and payment from the bank computer. The Defendants argue that NMI points to irrelevant descriptions in the specification that refer to the wrong computers and the wrong function. In particular, the specification does not describe a structure that receives payment from the bank computer; the specification only describes the payment processing computer instructing the credit card server to transfer consumer funds to the merchant computer, Col. 5, lines 64-66.

The Court finds that the specification fails to disclose the "means for," or corresponding structure, that performs both functions of "receiving an authorization indicia and payment from said bank computer." The specification discloses the payment processing computer as the structure corresponding to the claim function of receiving an authorization indicia. Figure 4A is a flow chart of the preferred embodiment of the payment processing operation (The payment processing computer accepts the account number and amount time from the consumer computer, connects with the credit card server to transmit the account number and amount, and finally "in response to this query," the payment processing computer receives an authorization indicia. Col. 6, lines 45-49. However, the specification fails to disclose the payment processing computer also receiving payment from the bank computer. The specification does not disclose any other structure clearly disclosed as performing both claimed functions of receiving indicia and payment from the bank computer. The Court therefore finds that Claim 13 of the '737 Patent is indefinite and invalid.

c. '917 Claim Element 1(e)(1): A financial transaction system comprising: (e) a financial processing computer, remote from said merchant computer having automatic means responsive to said order for: (1) receiving customer account data and amount data from said customer computer and said merchant computer via said computer network.

1. The Function of the Claim:

NMI interprets the claimed function to mean that the financial processing computer receives both the customer account data and amount data from each the customer computer and merchant computer via the computer network (the customer account data originates from the customer computer, and the amount data originates from the merchant computer and is received through the customer computer). According to the specification, the payment processing computer connects with the customer computer and accepts the account number, the amount, and the identification of the product/service from the customer computer (Fig. 4A; Col. 6, lines 36-46; Fig. 4A). NMI argues that the payment processing computer indirectly receives the amount data originating from the merchant computer through the customer computer. (As the customer computer disconnects from the merchant computer and links with the payment processing computer, "an indicia of the URL or the product being promoted by merchant computer is communicated to the payment processing computer," Col. 4, line 64-Col. 5, line 10; Fig. 4B. The payment processing computer uses the product number, or URL associated with a product number, to cross reference its own memory and find the amount of the product/service, Col. 5, lines 15-19).

The Defendants interpret the claimed function to mean that the financial processing computer receives both the customer account data and amount data from both the customer computer and the merchant computer via the computer network (the financial processing computer receives the customer account data and amount data from the customer computer, and also the customer account data and amount data from the merchant computer).

The Court agrees with the Defendants' interpretation of "receiving customer account data and amount data from said customer computer and said merchant computer via said computer network." NMI refers to a URL which is communicated from the merchant computer, through the customer computer, and to the payment processing computer. The payment processing computers uses the URL to "cross reference its own memory ... to achieve ... the amount of the product/service." The URL is associated with the product number and originates from the merchant computer, but the URL does not carry information about the amount of the product/service. Rather, the payment processing computer uses the URL and its associated product number to find the corresponding amount data in its own memory. The Court construes the function to mean that the financial processing computer receives both the customer account data and amount data from both the customer computer and merchant computer.

2. Corresponding Structure in the Specification:

NMI refers to Figures 2A-2E as disclosure of the structure. Those figures illustrate the "connections and disconnections" between the computers. Col. 4, lines 54-55.

The Defendants concede that the specification discloses the payment processing computer connecting with the customer computer and accepting the account number, the amount, and the identification of the product/service from the customer computer (structure 10A in Fig. 1A; Col. 3, lines 40-Col. 4, line 8; Fig. 4A [block 42A]; Fig. 2B). However, Defendants argue, the specification does not disclose any structure corresponding to the function of receiving customer account data and amount data from the merchant

computer.

The Court finds the specification lacks full disclosure of a structure corresponding to the claimed function in claim element 1(e)(1) of the '917 Patent. The Court therefore finds Claim 1 of the '917 Patent indefinite and invalid.

d. Remaining Disputed Claim Terms'

After finding Claim 1 and 13[14] of the '737 Patent and Claim 1 of the ' 917 Patent invalid, the only remaining disputed claim is Claim 22[23] of the '737 Patent. The Court construes the disputed terms of Claim 22[23] in the following:

1. '737 Claim Element 22(a): "promotional information"

Both parties agreed that "promotional information" would have the same meaning as "promotional data." NMI defines "promotional information (data)" as "data relating to, or serving the end of, furthering the sale of merchandise through advertising or other publicity." NMI's definition is based on extrinsic dictionary definitions of "promotional." Relying on the specification, Defendants construe "promotional information (data)" to mean "information intended to give a customer sufficient information to decide whether the goods/services are acceptable."

The claim states that the internet payment system is comprised of "a first link between a customer computer and a vending computer for communicating promotional information from said vending computer to said customer computer," Claim element 1(a). The specification states that the merchant computer "contains certain promotional information which is communicated to a customer computer" and that information "is intended to give the customer sufficient information to make a decision on if the good/services are acceptable." Col. 1, lines 54-59.

The Court places greater value on intrinsic evidence and construes the term "promotional information (data)" in the context of the intrinsic evidence. Thus, the Court construes "promotional information" as "information intended to give the customer sufficient information to decide whether or not the good/services are acceptable."

2. '737 Claim Element 22(a): "vending computer"

The parties agree that "vending computer" would have the same meaning as "merchant computer." NMI defines "vending (merchant) computer as a "computer system used for the purpose of selling goods or services." Defendants interpret the term to mean "a computer operated by or on behalf of a merchant used for the purpose of selling goods or services." The differences in the proposed definitions center on whether "computer" means "computer system" and whether the vending computer is "operated by or on behalf of a merchant."

Words in a claim are given their ordinary and customary meaning; however a patentee may use a different meaning "as long as the special definition of the term is clearly stated in the patent specification or file history." Vitronics, 90 F.3d at 1582. Here, the specification provides an express definition: "A used within this discussion, the term 'merchant computer' signifies a computer system which is used for the purpose of selling goods or services. The vendor itself does not necessarily own the computer; in some situations, the computer is operated on behalf of the merchant or vendor," Col. 1, lines 60-64. The specification expressly

defines the vending/merchant computer as a "computer system" and does not require that the computer be operated by or on behalf of the vendor/merchant at all times. The Court thus construes the term "vending (merchant)" computer as a "computer system used for the purpose of selling goods or services."

3. '737 Claim Element 22[23](a)-[e]: "link" and the meaning of claim elements (a)-[e]

NMI applies a dictionary definition of "link," which they argue is consistent with the claims and specification, and construes to term to mean "a communications channel or circuit." Defendants define "link" as "a communication session between two computers during which one or both computers send messages addressed to the other." Defendants' definition is based upon the expert testimony of Dr. J. Douglas Tygar, who stated that the "communication session" definition "makes the most sense because the patents are dealing with the transfer of information from one computer to a different computer" over the internet. Exhibit 3, para. 46. Dr. Tygar states that given that the communication occurs over the Internet, which is managed by TCP/IP protocols, "it would be necessary for the computers to first establish a session" in order to transmit information. *Id*. The primary differences in interpretation are between "communications channel/circuit" and communication session."

Dictionaries may be used to "assist the court in determining the meaning of a particular terminology to those of skill in the art of invention." Phillips v. AWH Corp., 415 F.3d 1303, 1318 (Fed.Cir.2005). Expert testimony also may be useful for "establish[ing] that a particular term in the patent or prior art has particular meaning in the pertinent field." *Id*. However, dictionary definitions and expert testimony are both extrinsic evidence, which is "unlikely to result in reliable interpretation of patent claim scope unless considered in context of intrinsic evidence." *Id*. at 1319. The specification, which is part of the intrinsic evidence, is "the single best guide to the meaning of the a disputed term." *Id*. at 1315, quoting Vitronics, 90 F.3d at 1582.

The claim consistently uses "link" in the following manner: "a [first, second, third, etc.] link between [a specified computer] and [another specified computer] for communicating [certain information]," Claim elements 22[23](a)-(e). The specification does not provide a definition of the term "link." However, the specification uses the term "link" synonymously with "contact" and "connect." Col. 2, line 16; Col. 4, line 60. The specification explicitly states that "[a]lthough the present invention is described relative to the Internet, its application is not so limited and is intended to be used on any distributed computer system in which merchants and consumers interact for the purpose of supplying and purchasing goods or services." Col. 1, lines 49-53. In fact, '917 Patent, which shares the same specification, claims a financial transaction system comprising a phone network over which amount data and authorization indicia is communicated, Claim elements 1(b), (e)(2)-(3).

In the context of the intrinsic evidence, the Court construes "link" to mean "n. a connection, such as a line, channel, or circuit, over which information is communicated between two computers in a distributed computer network; v. connect through a line, channel, or circuit for the purpose of communicating information between two computers in a distributed computer network." The Court did not define "link" in terms of "communication session" because its application would be limited to the internet, which is inconsistent with the specification. The Court instead turned to a dictionary definition of "link" and found the following definition: "In communications, a line, channel, or circuit over which data is transmitted" (Computer Desktop Encyclopedia, 1996). The Court's construction should be applied to the construction of the first, second, third, etc., links in Claim elements 22[23](a)-(e) in the following manner: a connection, such as a line, channel, or circuit over which [information specified in the claim element] is communicated between [the two computers specified in the claim element] in a distributed computer network. For example,

in Claim element 22(a), the "first link" is construed to mean "a connection, such as a line, channel, or circuit, over which [promotional information] is communicated between [the customer computer and a vending computer] in a distributed computer network.

4. '737 Claim Element 22[23](b)-(c): amount

NMI defines "amount" as "the amount of funds to be charged or debited to the customer credit card or other financial account." Defendants define "amount" as "the amount of funds to be charged to the customer's credit card." The differences in interpretation center on NMI's inclusion of "or debited" and "or other financial account."

The claim states that credit card information and amount is communicated from the customer computer to the payment processing computer and then from the payment processing computer to the credit card server computer. Claim elements 22(b), (c). The specification states:

Although the term "credit card" is used, the invention covers the use of any type of financial guarantee card such as automatic debit accounts, checking account numbers, savings account numbers, and other such devices obvious to those of ordinary skill in the art.

Col. 2, lines 11-15. The specification expressly defines credit card to cover other financial accounts. The specification also states that the credit card account number is "debited" the amount of the product. Col. 5, lines 23-24. The term "debited" is consistent with the inclusion of other types of financial accounts. Based on the intrinsic evidence, the Court construes the term "amount" to mean "the amount of funds to be charged or debited to the customer credit card or other financial account."

5. '737 Claim Element 22[23](c): "credit card server computer"

NMI defines "credit card server computer" as "a computer system that stores account information and that receives credit card authorization requests from a payment processing computer, and in response sends credit card authorization indicia to the payment processing computer." NMI defines the term synonymously with "bank computer," which appears in other claims. Defendants construe "credit card server computer" to mean "a server computer that receives credit card authorization requests from a payment processing computer, and in response sends credit card authorization indicia to the payment processing computer." Defendants maintain that "credit card server computer" is different from the "bank computer," which according to Claim element 1(a) of the '737 Patent, contains financial data. The differences in interpretation are between "a computer system that stores account information" and "server computer."

The claim states that the credit card information and amount is communicated from the payment processing computer to the credit card server, and in response, an authorization indicia is communicated from the credit card server computer to the payment processing computer. The specification reiterates claim language and does not provide a specific definition using either "computer system" or "server computer." Col. 5, lines 28-31; Col. 7, lines 3-6. Additionally, "server computer" is undefined and would only introduce further vagueness. Furthermore, neither the claim nor the specification indicates that the credit card server stores account information. Thus, the Court construes "credit card server computer" to mean "a computer that receives credit card authorization requests from a payment processing computer, and in response sends credit card authorization indicia to the payment processing computer."

III. CONCLUSION

Accordingly, IT IS HEREBY ORDERED that:

1. Claims 1, 13, and 14 of the '737 Patent and Claim 1 of the '917 Patent are invalid as indefinite under 35 U.S.C. s. 112, para. 6.

2. The term "PROMOTIONAL INFORMATION" is construed to mean "information intended to give the customer sufficient information to decide whether or not the good/services are acceptable."

3. The term "VENDING COMPUTER" is construed to mean "a computer system used for the purpose of selling goods or services."

4. The term "LINK" is construed to mean " *n.* a connection, such as a line, channel or circuit over which information is communicated between two computers in a distributed computer network; v. connect through a line, channel, or circuit for the purposes of communicating information between two computers in a distributed computer network."

5. The term "PAYMENT PROCESSING COMPUTER" is construed to mean "a computer that receives credit card information and amount from the customer computer, communicates the credit card information and amount to the credit card server, in response receives an authorization indicia from the credit card server, and communicates a transaction indicia to the customer computer and vending computer."

6. The term "AMOUNT" is construed to mean "the amount of funds to be charged or debited to the customer credit card or other financial account."

7. The term "CREDIT CARD SERVER COMPUTER" is construed to mean "a computer that receives credit card authorization requests from a payment processing computer, and in response sends credit card authorization indicia to the payment processing computer."

FN1. 35 U.S.C. s. 112, para. 6:
An element in a claim for a combination may be expressed as a means or step for performing a specified function without the recital of structure, material, or acts in support thereof, and such claim shall be construed to cover the corresponding structure, material, or acts described in the specification and equivalents thereof.

FN2. 35 U.S.C. s. 112, para. 1:
The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most clearly connected, to make and use the same, and shall set forth the best mode contemplated by the inventor of carrying out his invention.

FN3. 35 U.S.C. s. 112, para. 2:
The specification shall conclude with one or more claims particularly pointing out and distinctly claiming

the subject matter which the applicant regards as his invention.

FN4. The purpose of this requirement is "to ensure that the claims are written in such a way that they give notice to the public of the legal protection afforded by the patent, so that interested members of the public, e.g., competitors of the patent owner, can determine whether or not they infringe." *Default Proof Credit Card System v. Home Depot et al.,* 2005 U.S.App. LEXIS 11414 (Fed.Cir. Jun. 16, 2005).

D.Ariz.,2005.
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