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7 OPEN TEXT S.A.

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN JOSE DIVISION

11
12 OPEN TEXT S.A.,
13 Plaintiff,
14
15 v.
16 BOX, INC. and CARAHSOFT
TECHNOLOGY CORPORATION,
17 Defendants.

Case No. C 13-04910 EJD

**FIRST AMENDED COMPLAINT
FOR PATENT INFRINGEMENT**

DEMAND FOR JURY TRIAL

18
19 Plaintiff Open Text S.A. alleges against Defendants Box, Inc. (“Box”) and Carahsoft
20 Technology Corporation (“Carahsoft”) (collectively, “Defendants”) as follows:

21 **JURISDICTION**

22 **1.** This action arises under the Patent Laws of the United States, 35 U.S.C. § 1, *et*
23 *seq.* The Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

24 **2.** This Court has personal jurisdiction over Box and Carahsoft (as does the Eastern
25 District of Virginia for similar reasons) because each of them regularly conducts business in the
26 State of California and in this district, including operating systems and/or providing services in
27 California and in this district that infringe one or more claims of the patents-in-suit in this forum.
28 Box and Carahsoft have each established minimum contacts with this forum such that the

1 exercise of jurisdiction over each of these Defendants would not offend traditional notions of fair
2 play and substantial justice.

3 **VENUE**

4 3. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and
5 (c) and 28 U.S.C. § 1400(b). Venue is also proper in the Eastern District of Virginia pursuant to
6 28 U.S.C. §§ 1391(b) and (c) and 28 U.S.C. § 1400(b) as Box and Carahsoft reside in that district.

7 **JOINDER**

8 4. Joinder of the Defendants is proper under 35 U.S.C. § 299 because each Defendant
9 has infringed and is infringing the patents-in-suit by making, using, offering for sale, and/or
10 selling the Personal, Business, and Enterprise versions of Box’s content-sharing software.
11 Plaintiff’s right to relief arises out of the same transaction, occurrence, or series of transactions or
12 occurrences relating to the making, using, offering for sale, and/or selling of Box’s content-
13 sharing software, and questions of fact common to both Defendants will arise in this action with
14 respect to at least their infringing offers to sell and sales of the Personal, Business, and Enterprise
15 versions of Box’s content-sharing software.

16 **THE PARTIES**

17 **Open Text S.A.**

18 5. Open Text Corporation provides information management solutions that allow
19 companies to organize and manage content, operate more efficiently, increase engagement with
20 customers, collaborate with business partners, and address regulatory and business requirements.

21 6. Plaintiff Open Text S.A. is a Luxembourg corporation with its registered address
22 at 29 Boulevard Royal, L-2449 Luxembourg. Open Text S.A. is a subsidiary of Open Text
23 Corporation, a Canadian corporation with its principal place of business at 275 Frank Tompa
24 Drive, Waterloo, Ontario, Canada.

25 7. Open Text Corporation distributes software products and provides customer
26 support and professional services through a number of subsidiaries, including Open Text, Inc.,
27 which sells OpenText software and services in the United States.

28 8. OpenText Public Sector Solutions, Inc. (“OTPSS”), a Virginia corporation with its

1 headquarters in Arlington, Virginia, is a subsidiary of Open Text, Inc.

2 **9.** The Open Text family of companies (collectively “OpenText”) has approximately
3 5,000 employees, more than 50,000 customers, and over \$1.2 billion in annual revenues.
4 OpenText invested \$169 million on research and development during the last fiscal year, and
5 approximately \$450 million over the three years ending June 30, 2012.

6 **10.** One of OpenText’s core markets is Enterprise Content Management (“ECM”),
7 which refers to a variety of solutions for managing business content. One such solution provides
8 a repository for electronic documents (such as those created via Microsoft Office, Computer-
9 Aided Design, or Portable Document Format) and allows for functions such as organization,
10 display, classification, access and version control, event auditing, rendition, and search. ECM
11 also includes software tools and services for collaboration, records and email management, and
12 archiving.

13 **11.** OpenText’s ECM provides the foundation for its offerings in a broader market
14 category known as Enterprise Information Management (“EIM”). EIM encompasses capabilities
15 such as Business Process Management (“BPM”), Customer Experience Management (“CEM”),
16 Information Exchange (“IE”), and Discovery. OpenText offers a range of software products and
17 services in each of these areas.

18 **12.** OpenText tracks its business through four revenue streams: license, customer
19 support, cloud services, and professional services. OpenText receives license revenue from the
20 sale of its software products; customer support revenue from renewable support and maintenance
21 OpenText provides to customers who have purchased its products; cloud services revenue from
22 certain “managed hosting” services arrangements; and professional services revenue from
23 consulting fees OpenText collects for providing implementation, training, and integration services
24 related to OpenText’s product offerings.

25 **13.** OpenText is expanding sales and market share in the public sector and the defense
26 industry. In a 2012 letter to shareholders, for example, OpenText identified both of these areas as
27 important growth opportunities for the current fiscal year.

28 **14.** OpenText’s activities in the United States with respect to the public sector and the

1 defense industry are based in and around the Eastern District of Virginia.

2 **15.** OTPSS, through its employees within the Eastern District of Virginia at its
3 Arlington headquarters, is the exclusive provider of OpenText professional services for the
4 United States federal government.

5 **16.** OTPSS interacts with the federal government with respect to the sales, marketing,
6 installation, customization, and integration of OpenText software. OTPSS works closely with
7 multiple government agencies, including the United States Department of Defense (“DOD”).

8 **17.** OpenText also maintains an office in Rockville, Maryland. The Rockville office is
9 home to OpenText’s Public Sector Sales (“PSS”) group and several key OpenText employees,
10 including OpenText’s Vice President for Public Sector Sales, Public Sector Partner Manager, and
11 at least six sales directors and account executives, one of whom works exclusively with the DOD.
12 Key employees reside in the Eastern District of Virginia and in Washington, D.C.

13 **18.** The PSS group is responsible for all sales of OpenText software to the public
14 sector, including all federal, state, and local government entities. The Commonwealth of
15 Virginia, for example, is an OpenText customer currently using OpenText’s ECM software.
16 Since PSS typically sells software together with professional services, PSS often partners with
17 OTPSS in providing software and services to the federal government.

18 **19.** Many of OpenText’s government customers are based in the Eastern District of
19 Virginia. For example, OpenText provides products and services to the U.S. Marshals Service,
20 the United States Patent and Trademark Office, the Department of Veterans Affairs, the Joint
21 Warfare Analysis Center, the Office of Naval Research, U.S. Customs and Border Protection,
22 NASA’s Langley Research Center, the Defense Advanced Research Projects Agency
23 (“DARPA”), the U.S. Army Corps of Engineers, and the United States Departments of State,
24 Defense, Justice, Treasury, and Homeland Security, all of whom are headquartered and/or reside
25 in northern Virginia.

26 **20.** In addition to its government customers, many of OpenText’s largest customers,
27 including Northrop Grumman, General Dynamics IT, and CGI Technologies, are based in the
28 Eastern District of Virginia. OpenText sells a variety of products and services, including its ECM

1 software, to these customers, and also partners with each of them to provide software and services
2 to the federal government.

3 **21.** OpenText also serves a large number of industry and interest groups based in the
4 D.C. metro area, including AARP, which is based in Washington.

5 **22.** Because of their exclusive role in providing OpenText products and services to
6 government entities and defense contractors, OpenText employees based in Arlington, Virginia
7 and elsewhere in the greater-Washington, D.C. area are central to OpenText's efforts to expand
8 its presence in the public sector and the defense industry, two of OpenText's key growth
9 industries.

10 **Box, Inc.**

11 **23.** Defendant Box, Inc. is a Delaware corporation with its headquarters at 4440 El
12 Camino Real, Los Altos, California 94022.

13 **24.** Box provides ECM software in the form of online file-sharing and content-
14 management services.

15 **25.** Box offers at least five different configurations of its content-sharing services:
16 Personal, Starter, Business, Enterprise, and Elite. All of these configurations infringe the patents-
17 in-suit.

18 **26.** Box's customers infringe the patents-in-suit by using the Personal, Starter,
19 Business, Enterprise, and Elite configurations of Box's content-sharing software.

20 **27.** Box encourages customers to use infringing software at least by making its
21 content-sharing services available on its website, widely advertising those services, providing
22 applications that allow users to access those services, and providing technical support to users.

23 **28.** Box infringes the patents-in-suit within the Eastern District of Virginia by using
24 the infringing software and making it available to customers through an Equinix data center
25 located in Ashburn, Virginia.

26 **29.** Box competes directly with OpenText in the ECM and EIM markets by offering
27 for sale and selling the infringing Box content-sharing services. Box claims to have 150,000
28 customers.

1 correct copy of the '007 patent is attached as Exhibit E.

2 **48.** U.S. Patent No. 6,223,177 (“the '177 patent”), entitled “Network Based
3 Groupware System,” was duly and legally issued on April 24, 2001. A true and correct copy of
4 the '177 patent is attached as Exhibit F.

5 **49.** U.S. Patent No. 6,917,962 (“the '962 patent”), entitled “Web-Based Groupware
6 System,” was duly and legally issued on July 12, 2005. A true and correct copy of the '962
7 patent is attached as Exhibit G.

8 **50.** U.S. Patent No. 7,287,055 (“the '055 patent”), entitled “Web-Based Groupware
9 System,” was duly and legally issued on October 23, 2007. A true and correct copy of the '055
10 patent is attached as Exhibit H.

11 **51.** U.S. Patent No. 7,299,258 (“the '258 patent”), entitled “Web-Based Groupware
12 System,” was duly and legally issued on November 20, 2007. A true and correct copy of the '258
13 patent is attached as Exhibit I.

14 **52.** U.S. Patent No. 7,320,018 (“the '018 patent”), entitled “Web-Based Groupware
15 System,” was duly and legally issued on January 15, 2008. A true and correct copy of the '018
16 patent is attached as Exhibit J.

17 **53.** U.S. Patent No. 7,734,694 (“the '694 patent”), entitled “Web-Based Groupware
18 System,” was duly and legally issued on June 8, 2010. A true and correct copy of the '694 patent
19 is attached as Exhibit K.

20 **54.** U.S. Patent No. 8,176,122 (“the '122 patent”), entitled “Web-Based Groupware
21 System,” was duly and legally issued on May 8, 2012. A true and correct copy of the '122 patent
22 is attached as Exhibit L.

23 **55.** Open Text S.A. is the sole holder of all right, title, and interest in the '515, '665,
24 '152, '372, '007, '177, '962, '055, '258, '018, '694, and '122 patents (collectively, the “Patents-
25 in-Suit”), including all rights to collect damages throughout the period of Defendants’ infringing
26 acts, all rights to prevent others from making, having made, using, offering for sale, or selling
27 products or services covered by such patents, and all rights to enforce the Patents-in-Suit.
28

1 **WILLFUL INFRINGEMENT**

2 **Box's Willful Infringement**

3 **56.** Box was notified of the '515, '665, '152, '372, '007, '177, '962, '055, '258, '018,
4 '694, and '122 Patents at least as early as June 12, 2013, when Box was served with the initial
5 Complaint. The Complaint informed Box of its infringement of each of the Patents-in-Suit.

6 **57.** After receiving the Complaint, Box implemented a business strategy that utilizes
7 the Patents-in-Suit and is aimed at large companies and, therefore, that directly targeted
8 OpenText's customer base. Because of this, OpenText filed a Motion for Preliminary Injunction
9 against Box on September 13, 2013. (Dkt. No. 64-65.)

10 **58.** Box's infringement is escalating, despite its awareness of the Patents-in-Suit. Box
11 has continued to offer the infringing products and its sales and promotion of the infringing
12 products has accelerated. Box has continued its infringement even after OpenText moved for a
13 preliminary injunction.

14 **59.** Thus, since at least June 12, 2013, Box has willfully infringed the Patents-in-Suit
15 by acting despite an objectively high likelihood that its actions did and do constitute infringement
16 of the valid Patents-in-Suit. Box's continued infringement and its promotion and release of
17 additional infringing products was and continues to be reckless. This objectively defined risk was
18 known or should have been known to Box since at least the date that it was served with the
19 Complaint.

20 **Carahsoft's Willful Infringement**

21 **60.** Carahsoft was notified of the '515, '665, '152, '372, '007, '177, '962, '055, '258,
22 '018, '694, and '122 Patents at least as early as June 20, 2013, when Carahsoft was served with
23 the initial Complaint. The Complaint informed Carahsoft of its infringement of each of the
24 Patents-in-Suit.

25 **61.** After receiving the Complaint, Carahsoft has continued to offer and sell the
26 infringing products. It also continues to advertise and promote the infringing Box software to
27 potential customers.

28 **62.** Thus, since at least June 20, 2013, Carahsoft has willfully infringed the Patents-in-

1 Suit by acting despite an objectively high likelihood that its actions did and do constitute
2 infringement of the valid Patents-in-Suit. Carahsoft's continued infringement and its sale and
3 promotion of additional infringing products was and continues to be reckless. This objectively
4 defined risk was known or should have been known to Carahsoft since at least the date it was
5 served with the Complaint.

FIRST CAUSE OF ACTION
(INFRINGEMENT OF THE '515 PATENT)

7 **63.** OpenText realleges and incorporates by reference the allegations of the preceding
8 paragraphs of this Complaint.

9 **64.** Box has infringed and continues to infringe one or more claims of the '515 patent
10 in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States, and will
11 continue to do so unless enjoined by this Court. Box's infringement includes, without limitation,
12 making, using, selling, and offering to sell the Personal, Starter, Business, Enterprise, and Elite
13 versions of its file-sharing software, systems, and services. Box encourages customers to use the
14 infringing software at least by selling and offering to sell the infringing software, making its
15 content-sharing services available on its website, providing applications that allow users to access
16 those services, widely advertising those services, and providing technical support to users.

17 **65.** Box had knowledge of the '515 Patent at least as early as June 12, 2013.

18 **66.** Since knowing of the '515 Patent, Box has indirectly infringed the '515 Patent by
19 actively inducing infringement by others and contributing to the infringement of one or more of
20 the claims of the '515 Patent, in violation of 35 U.S.C. §§ 271(b)-(c).

21 **67.** Box actively induced infringement of the '515 Patent because it encourages end-
22 users and/or customers to use its infringing software, systems, and services in an infringing
23 manner by widely advertising the infringing software, systems, and services; by providing
24 technical support to users of the infringing software, systems, and services; and by providing
25 product documentation that instruct end-users and/or customers to use Box's infringing software
26 products in an infringing manner.

27 **68.** Box has contributed to infringement of the '515 Patent by providing its infringing
28 products or components of products with no substantial non-infringing use to end-users and/or

1 customers. Box makes and offers and sells the infringing software, systems, and services, and it
2 also puts its content-sharing services on its website and provides applications that allow users to
3 access those services.

4 **69.** Carahsoft has infringed and continues to infringe one or more claims of the '515
5 patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States,
6 and will continue to do so unless enjoined by this Court. Carahsoft's infringement includes,
7 without limitation, selling and offering to sell at least the Personal, Business, and Enterprise
8 versions of the Box file-sharing software, systems, and services. Carahsoft encourages customers
9 to use the infringing Box software at least by selling and offering to sell the infringing Box
10 software, advertising "Box Personal," "Box Business," and "Box Enterprise" on its website, and
11 providing a "Box Overview" file for download by potential customers.

12 **70.** Carahsoft had knowledge of the '515 Patent at least as early as June 20, 2013.

13 **71.** Since knowing of the '515 Patent, Carahsoft has indirectly infringed the '515
14 Patent by actively inducing infringement by others and by contributing to the infringement of one
15 or more of the claims of the '515 Patent in violation of 35 U.S.C. §§ 271(b)-(c). Carahsoft has
16 contributed to the infringement because, at least, it provides infringing products or components
17 with no substantial non-infringing use to customers by selling and offering to sell the infringing
18 Box software. Carahsoft has induced infringement by encouraging customers to use the
19 infringing Box software in an infringing manner by, at least, advertising "Box Personal," "Box
20 Business," and "Box Enterprise" on its website, and providing a "Box Overview" file for
21 download by potential customers.

22 **72.** For past infringement, OpenText has suffered damages, including lost profits, as a
23 result of Defendants' infringement of the '515 patent. Defendants are therefore liable to
24 OpenText under 35 U.S.C. § 284 for past damages in an amount that adequately compensates
25 OpenText for Defendants' infringement, but no less than a reasonable royalty.

26 **73.** For ongoing and future infringement, OpenText will continue to suffer irreparable
27 harm unless this Court preliminarily and permanently enjoins Defendants, their agents,
28 employees, representatives, and all others acting in concert with Defendants from infringing the

1 '515 patent. In the alternative, OpenText is entitled to damages in lieu of an injunction, in an
2 amount consistent with the fact that, for future infringement, Defendants will be adjudicated
3 infringers of a valid patent, and Defendants' on-going and future infringement is willful as a
4 matter of law as described in paragraphs 56-62, above. OpenText, therefore, is entitled to an
5 award of exemplary damages, attorneys' fees, and costs in bringing this action.

6 **SECOND CAUSE OF ACTION**
7 **(INFRINGEMENT OF THE '665 PATENT)**

8 **74.** OpenText realleges and incorporates by reference the allegations of the preceding
9 paragraphs of this Complaint.

10 **75.** Box has infringed and continues to infringe one or more claims of the '665 patent
11 in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States, and will
12 continue to do so unless enjoined by this Court. Box's infringement includes, without limitation,
13 making, using, selling, and offering to sell the Personal, Starter, Business, Enterprise and Elite
14 versions of its file-sharing software, systems, and services. Box encourages customers to use the
15 infringing software at least by selling and offering to sell the infringing software, making its
16 content-sharing services available on its website, providing applications that allow users to access
17 those services, widely advertising those services, and providing technical support to users.

18 **76.** Box had knowledge of the '665 Patent at least as early as June 12, 2013.

19 **77.** Since knowing of the '665 Patent, Box has indirectly infringed the '665 Patent by
20 actively inducing infringement by others and contributing to the infringement of one or more of
21 the claims of the '665 Patent, in violation of 35 U.S.C. §§ 271(b)-(c).

22 **78.** Box actively induced infringement of the '665 Patent because it encourages end-
23 users and/or customers to use its infringing software, systems, and services in an infringing
24 manner by widely advertising the infringing software, systems, and services; by providing
25 technical support to users of the infringing software, systems, and services; and by providing
26 product documentation that instruct end-users and/or customers to use Box's infringing software
27 products in an infringing manner.

28 **79.** Box has contributed to infringement of the '665 Patent by providing its infringing

1 products or components of products with no substantial non-infringing use to end-users and/or
2 customers. Box makes and offers and sells the infringing software, systems, and services, and it
3 also puts its content-sharing services on its website and provides applications that allow users to
4 access those services.

5 **80.** Carahsoft has infringed and continues to infringe one or more claims of the '665
6 patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States,
7 and will continue to do so unless enjoined by this Court. Carahsoft's infringement includes,
8 without limitation, selling and offering to sell at least the Personal, Business, and Enterprise
9 versions of the Box file-sharing software, systems, and services. Carahsoft encourages customers
10 to use the infringing Box software at least by selling and offering to sell the infringing Box
11 software, advertising "Box Personal," "Box Business," and "Box Enterprise" on its website, and
12 providing a "Box Overview" file for download by potential customers.

13 **81.** Carahsoft had knowledge of the '665 Patent at least as early as June 20, 2013.

14 **82.** Since knowing of the '665 Patent, Carahsoft has indirectly infringed the '665
15 Patent by actively inducing infringement by others and by contributing to the infringement of one
16 or more of the claims of the '665 Patent in violation of 35 U.S.C. §§ 271(b)-(c). Carahsoft has
17 contributed to the infringement because, at least, it provides infringing products or components
18 with no substantial non-infringing use to customers by selling and offering to sell the infringing
19 Box software. Carahsoft has induced infringement by encouraging customers to use the
20 infringing Box software in an infringing manner by, at least, advertising "Box Personal," "Box
21 Business," and "Box Enterprise" on its website, and providing a "Box Overview" file for
22 download by potential customers.

23 **83.** For past infringement, OpenText has suffered damages, including lost profits, as a
24 result of Defendants' infringement of the '665 patent. Defendants are therefore liable to
25 OpenText under 35 U.S.C. § 284 for past damages in an amount that adequately compensates
26 OpenText for Defendants' infringement, but no less than a reasonable royalty.

27 **84.** For ongoing and future infringement, OpenText will continue to suffer irreparable
28 harm unless this Court preliminarily and permanently enjoins Defendants, their agents,

1 employees, representatives, and all others acting in concert with Defendants from infringing the
2 '665 patent. In the alternative, OpenText is entitled to damages in lieu of an injunction, in an
3 amount consistent with the fact that, for future infringement, Defendants will be adjudicated
4 infringers of a valid patent, and Defendants' on-going and future infringement is willful as a
5 matter of law as described in paragraphs 56-62, above. OpenText, therefore, is entitled to an
6 award of exemplary damages, attorneys' fees, and costs in bringing this action.

7 **THIRD CAUSE OF ACTION**
8 **(INFRINGEMENT OF THE '152 PATENT)**

9 **85.** OpenText realleges and incorporates by reference the allegations of the preceding
10 paragraphs of this Complaint.

11 **86.** Box has infringed and continues to infringe one or more claims of the '152 patent
12 in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States, and will
13 continue to do so unless enjoined by this Court. Box's infringement includes, without limitation,
14 making, using, selling, and offering to sell the Personal, Starter, Business, Enterprise, and Elite
15 versions of its file-sharing software, systems, and services. Box encourages customers to use the
16 infringing software at least by selling and offering to sell the infringing software, making its
17 content-sharing services available on its website, providing applications that allow users to access
18 those services, widely advertising those services, and providing technical support to users.

19 **87.** Box had knowledge of the '152 Patent at least as early as June 12, 2013.

20 **88.** Since knowing of the '152 Patent, Box has indirectly infringed the '152 Patent by
21 actively inducing infringement by others and contributing to the infringement of one or more of
22 the claims of the '152 Patent, in violation of 35 U.S.C. §§ 271(b)-(c).

23 **89.** Box actively induced infringement of the '152 Patent because it encourages end-
24 users and/or customers to use its infringing software, systems, and services in an infringing
25 manner by widely advertising the infringing software, systems, and services; by providing
26 technical support to users of the infringing software, systems, and services; and by providing
27 product documentation that instruct end-users and/or customers to use Box's infringing software
28 products in an infringing manner.

1 **90.** Box has contributed to infringement of the '152 Patent by providing its infringing
2 products or components of products with no substantial non-infringing use to end-users and/or
3 customers. Box makes and offers and sells the infringing software, systems, and services, and it
4 also puts its content-sharing services on its website and provides applications that allow users to
5 access those services.

6 **91.** Carahsoft has infringed and continues to infringe one or more claims of the '152
7 patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States,
8 and will continue to do so unless enjoined by this Court. Carahsoft's infringement includes,
9 without limitation, selling and offering to sell at least the Personal, Business, and Enterprise
10 versions of the Box file-sharing software, systems, and services. Carahsoft encourages customers
11 to use the infringing Box software at least by selling and offering to sell the infringing Box
12 software, advertising "Box Personal," "Box Business," and "Box Enterprise" on its website, and
13 providing a "Box Overview" file for download by potential customers.

14 **92.** Carahsoft had knowledge of the '152 Patent at least as early as June 20, 2013.

15 **93.** Since knowing of the '152 Patent, Carahsoft has indirectly infringed the '152
16 Patent by actively inducing infringement by others and by contributing to the infringement of one
17 or more of the claims of the '152 Patent in violation of 35 U.S.C. §§ 271(b)-(c). Carahsoft has
18 contributed to the infringement because, at least, it provides infringing products or components
19 with no substantial non-infringing use to customers by selling and offering to sell the infringing
20 Box software. Carahsoft has induced infringement by encouraging customers to use the
21 infringing Box software in an infringing manner by, at least, advertising "Box Personal," "Box
22 Business," and "Box Enterprise" on its website, and providing a "Box Overview" file for
23 download by potential customers.

24 **94.** For past infringement, OpenText has suffered damages, including lost profits, as a
25 result of Defendants' infringement of the '152 patent. Defendants are therefore liable to
26 OpenText under 35 U.S.C. § 284 for past damages in an amount that adequately compensates
27 OpenText for Defendants' infringement, but no less than a reasonable royalty.

28 **95.** For ongoing and future infringement, OpenText will continue to suffer irreparable

1 harm unless this Court preliminarily and permanently enjoins Defendants, their agents,
2 employees, representatives, and all others acting in concert with Defendants from infringing the
3 '152 patent. In the alternative, OpenText is entitled to damages in lieu of an injunction, in an
4 amount consistent with the fact that, for future infringement, Defendants will be adjudicated
5 infringers of a valid patent, and Defendants' on-going and future infringement is willful as a
6 matter of law as described in paragraphs 56-62, above. OpenText, therefore, is entitled to an
7 award of exemplary damages, attorneys' fees, and costs in bringing this action.

8 **FOURTH CAUSE OF ACTION**
9 **(INFRINGEMENT OF THE '372 PATENT)**

10 **96.** OpenText realleges and incorporates by reference the allegations of the preceding
11 paragraphs of this Complaint.

12 **97.** Box has infringed and continues to infringe one or more claims of the '372 patent
13 in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States, and will
14 continue to do so unless enjoined by this Court. Box's infringement includes, without limitation,
15 making, using, selling, and offering to sell the Personal, Starter, Business, Enterprise, and Elite
16 versions of its file-sharing software, systems, and services. Box encourages customers to use the
17 infringing software at least by selling and offering to sell the infringing software, making its
18 content-sharing services available on its website, providing applications that allow users to access
19 those services, widely advertising those services, and providing technical support to users.

20 **98.** Box had knowledge of the '372 Patent at least as early as June 12, 2013.

21 **99.** Since knowing of the '372 Patent, Box has indirectly infringed the '372 Patent by
22 actively inducing infringement by others and contributing to the infringement of one or more of
23 the claims of the '372 Patent, in violation of 35 U.S.C. §§ 271(b)-(c).

24 **100.** Box actively induced infringement of the '372 Patent because it encourages end-
25 users and/or customers to use its infringing software, systems, and services in an infringing
26 manner by widely advertising the infringing software, systems, and services; by providing
27 technical support to users of the infringing software, systems, and services; and by providing
28 product documentation that instruct end-users and/or customers to use Box's infringing software

1 products in an infringing manner.

2 **101.** Box has contributed to infringement of the '372 Patent by providing its infringing
3 products or components of products with no substantial non-infringing use to end-users and/or
4 customers. Box makes and offers and sells the infringing software, systems, and services, and it
5 also puts its content-sharing services on its website and provides applications that allow users to
6 access those services.

7 **102.** Carahsoft has infringed and continues to infringe one or more claims of the '372
8 patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States,
9 and will continue to do so unless enjoined by this Court. Carahsoft's infringement includes,
10 without limitation, selling and offering to sell at least the Personal, Business, and Enterprise
11 versions of the Box file-sharing software, systems, and services. Carahsoft encourages customers
12 to use the infringing Box software at least by selling and offering to sell the infringing Box
13 software, advertising "Box Personal," "Box Business," and "Box Enterprise" on its website, and
14 providing a "Box Overview" file for download by potential customers.

15 **103.** Carahsoft had knowledge of the '372 Patent at least as early as June 20, 2013.

16 **104.** Since knowing of the '372 Patent, Carahsoft has indirectly infringed the '372
17 Patent by actively inducing infringement by others and by contributing to the infringement of one
18 or more of the claims of the '372 Patent in violation of 35 U.S.C. §§ 271(b)-(c). Carahsoft has
19 contributed to the infringement because, at least, it provides infringing products or components
20 with no substantial non-infringing use to customers by selling and offering to sell the infringing
21 Box software. Carahsoft has induced infringement by encouraging customers to use the
22 infringing Box software in an infringing manner by, at least, advertising "Box Personal," "Box
23 Business," and "Box Enterprise" on its website, and providing a "Box Overview" file for
24 download by potential customers.

25 **105.** For past infringement, OpenText has suffered damages, including lost profits, as a
26 result of Defendants' infringement of the '372 patent. Defendants are therefore liable to
27 OpenText under 35 U.S.C. § 284 for past damages in an amount that adequately compensates
28 OpenText for Defendants' infringement, but no less than a reasonable royalty.

1 product documentation that instruct end-users and/or customers to use Box's infringing software
2 products in an infringing manner.

3 **112.** Box has contributed to infringement of the '007 Patent by providing its infringing
4 products or components of products with no substantial non-infringing use to end-users and/or
5 customers. Box makes and offers and sells the infringing software, systems, and services, and it
6 also puts its content-sharing services on its website and provides applications that allow users to
7 access those services.

8 **113.** Carahsoft has infringed and continues to infringe one or more claims of the '007
9 patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States,
10 and will continue to do so unless enjoined by this Court. Carahsoft's infringement includes,
11 without limitation, selling and offering to sell at least the Personal, Business, and Enterprise
12 versions of the Box file-sharing software, systems, and services. Carahsoft encourages customers
13 to use the infringing Box software at least by selling and offering to sell the infringing Box
14 software, advertising "Box Personal," "Box Business," and "Box Enterprise" on its website, and
15 providing a "Box Overview" file for download by potential customers.

16 **114.** Carahsoft had knowledge of the '007 Patent at least as early as June 20, 2013.

17 **115.** Since knowing of the '007 Patent, Carahsoft has indirectly infringed the '007
18 Patent by actively inducing infringement by others and by contributing to the infringement of one
19 or more of the claims of the '007 Patent in violation of 35 U.S.C. §§ 271(b)-(c). Carahsoft has
20 contributed to the infringement because, at least, it provides infringing products or components
21 with no substantial non-infringing use to customers by selling and offering to sell the infringing
22 Box software. Carahsoft has induced infringement by encouraging customers to use the
23 infringing Box software in an infringing manner by, at least, advertising "Box Personal," "Box
24 Business," and "Box Enterprise" on its website, and providing a "Box Overview" file for
25 download by potential customers.

26 **116.** For past infringement, OpenText has suffered damages, including lost profits, as a
27 result of Defendants' infringement of the '007 patent. Defendants are therefore liable to
28 OpenText under 35 U.S.C. § 284 for past damages in an amount that adequately compensates

1 technical support to users of the infringing software, systems, and services; and by providing
2 product documentation that instruct end-users and/or customers to use Box's infringing software
3 products in an infringing manner.

4 **123.** Box has contributed to infringement of the '177 Patent by providing its infringing
5 products or components of products with no substantial non-infringing use to end-users and/or
6 customers. Box makes and offers and sells the infringing software, systems, and services, and it
7 also puts its content-sharing services on its website and provides applications that allow users to
8 access those services.

9 **124.** Carahsoft has infringed and continues to infringe one or more claims of the '177
10 patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States,
11 and will continue to do so unless enjoined by this Court. Carahsoft's infringement includes,
12 without limitation, selling and offering to sell at least the Personal, Business, and Enterprise
13 versions of the Box file-sharing software, systems, and services. Carahsoft encourages customers
14 to use the infringing Box software at least by selling and offering to sell the infringing Box
15 software, advertising "Box Personal," "Box Business," and "Box Enterprise" on its website, and
16 providing a "Box Overview" file for download by potential customers.

17 **125.** Carahsoft had knowledge of the '177 Patent at least as early as June 20, 2013.

18 **126.** Since knowing of the '177 Patent, Carahsoft has indirectly infringed the '177
19 Patent by actively inducing infringement by others and by contributing to the infringement of one
20 or more of the claims of the '177 Patent in violation of 35 U.S.C. §§ 271(b)-(c). Carahsoft has
21 contributed to the infringement because, at least, it provides infringing products or components
22 with no substantial non-infringing use to customers by selling and offering to sell the infringing
23 Box software. Carahsoft has induced infringement by encouraging customers to use the
24 infringing Box software in an infringing manner by, at least, advertising "Box Personal," "Box
25 Business," and "Box Enterprise" on its website, and providing a "Box Overview" file for
26 download by potential customers.

27 **127.** For past infringement, OpenText has suffered damages, including lost profits, as a
28 result of Defendants' infringement of the '177 patent. Defendants are therefore liable to

1 OpenText under 35 U.S.C. § 284 for past damages in an amount that adequately compensates
2 OpenText for Defendants' infringement, but no less than a reasonable royalty.

3 **128.** For ongoing and future infringement, OpenText will continue to suffer irreparable
4 harm unless this Court preliminarily and permanently enjoins Defendants, their agents,
5 employees, representatives, and all others acting in concert with Defendants from infringing the
6 '177 patent. In the alternative, OpenText is entitled to damages in lieu of an injunction, in an
7 amount consistent with the fact that, for future infringement, Defendants will be adjudicated
8 infringers of a valid patent, and Defendants' on-going and future infringement is willful as a
9 matter of law as described in paragraphs 56-62, above. OpenText, therefore, is entitled to an
10 award of exemplary damages, attorneys' fees, and costs in bringing this action.

11 **SEVENTH CAUSE OF ACTION**
12 **(INFRINGEMENT OF THE '962 PATENT)**

13 **129.** OpenText realleges and incorporates by reference the allegations of the preceding
14 paragraphs of this Complaint.

15 **130.** Box has infringed and continues to infringe one or more claims of the '962 patent
16 in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States, and will
17 continue to do so unless enjoined by this Court. Box's infringement includes, without limitation,
18 making, using, selling, and offering to sell the Personal, Starter, Business, Enterprise, and Elite
19 versions of its file-sharing software, systems, and services. Box encourages customers to use the
20 infringing software at least by selling and offering to sell the infringing software, making its
21 content-sharing services available on its website, providing applications that allow users to access
22 those services, widely advertising those services, and providing technical support to users.

23 **131.** Box had knowledge of the '962 Patent at least as early as June 12, 2013.

24 **132.** Since knowing of the '962 Patent, Box has indirectly infringed the '962 Patent by
25 actively inducing infringement by others and contributing to the infringement of one or more of
26 the claims of the '962 Patent, in violation of 35 U.S.C. §§ 271(b)-(c).

27 **133.** Box actively induced infringement of the '962 Patent because it encourages end-
28 users and/or customers to use its infringing software, systems, and services in an infringing

1 manner by widely advertising the infringing software, systems, and services; by providing
2 technical support to users of the infringing software, systems, and services; and by providing
3 product documentation that instruct end-users and/or customers to use Box's infringing software
4 products in an infringing manner.

5 **134.** Box has contributed to infringement of the '962 Patent by providing its infringing
6 products or components of products with no substantial non-infringing use to end-users and/or
7 customers. Box makes and offers and sells the infringing software, systems, and services, and it
8 also puts its content-sharing services on its website and provides applications that allow users to
9 access those services.

10 **135.** Carahsoft has infringed and continues to infringe one or more claims of the '962
11 patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States,
12 and will continue to do so unless enjoined by this Court. Carahsoft's infringement includes,
13 without limitation, selling and offering to sell at least the Personal, Business, and Enterprise
14 versions of the Box file-sharing software, systems, and services. Carahsoft encourages customers
15 to use the infringing Box software at least by selling and offering to sell the infringing Box
16 software, advertising "Box Personal," "Box Business," and "Box Enterprise" on its website, and
17 providing a "Box Overview" file for download by potential customers.

18 **136.** Carahsoft had knowledge of the '962 Patent at least as early as June 20, 2013.

19 **137.** Since knowing of the '962 Patent, Carahsoft has indirectly infringed the '962
20 Patent by actively inducing infringement by others and by contributing to the infringement of one
21 or more of the claims of the '962 Patent in violation of 35 U.S.C. §§ 271(b)-(c). Carahsoft has
22 contributed to the infringement because, at least, it provides infringing products or components
23 with no substantial non-infringing use to customers by selling and offering to sell the infringing
24 Box software. Carahsoft has induced infringement by encouraging customers to use the
25 infringing Box software in an infringing manner by, at least, advertising "Box Personal," "Box
26 Business," and "Box Enterprise" on its website, and providing a "Box Overview" file for
27 download by potential customers.

28 **138.** For past infringement, OpenText has suffered damages, including lost profits, as a

1 result of Defendants' infringement of the '962 patent. Defendants are therefore liable to
2 OpenText under 35 U.S.C. § 284 for past damages in an amount that adequately compensates
3 OpenText for Defendants' infringement, but no less than a reasonable royalty.

4 **139.** For ongoing and future infringement, OpenText will continue to suffer irreparable
5 harm unless this Court preliminarily and permanently enjoins Defendants, their agents,
6 employees, representatives, and all others acting in concert with Defendants from infringing the
7 '962 patent. In the alternative, OpenText is entitled to damages in lieu of an injunction, in an
8 amount consistent with the fact that, for future infringement, Defendants will be adjudicated
9 infringers of a valid patent, and Defendants' on-going and future infringement is willful as a
10 matter of law as described in paragraphs 56-62, above. OpenText, therefore, is entitled to an
11 award of exemplary damages, attorneys' fees, and costs in bringing this action.

12 **EIGHTH CAUSE OF ACTION**
13 **(INFRINGEMENT OF THE '055 PATENT)**

14 **140.** OpenText realleges and incorporates by reference the allegations of the preceding
15 paragraphs of this Complaint.

16 **141.** Box has infringed and continues to infringe one or more claims of the '055 patent
17 in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States, and will
18 continue to do so unless enjoined by this Court. Box's infringement includes, without limitation,
19 making, using, selling, and offering to sell the Personal, Starter, Business, Enterprise, and Elite
20 versions of its file-sharing software, systems, and services. Box encourages customers to use the
21 infringing software at least by selling and offering to sell the infringing software, making its
22 content-sharing services available on its website, providing applications that allow users to access
23 those services, widely advertising those services, and providing technical support to users.

24 **142.** Box had knowledge of the '055 Patent at least as early as June 12, 2013.

25 **143.** Since knowing of the '055 Patent, Box has indirectly infringed the '055 Patent by
26 actively inducing infringement by others and contributing to the infringement of one or more of
27 the claims of the '055 Patent, in violation of 35 U.S.C. §§ 271(b)-(c).

28 **144.** Box actively induced infringement of the '055 Patent because it encourages end-

1 users and/or customers to use its infringing software, systems, and services in an infringing
2 manner by widely advertising the infringing software, systems, and services; by providing
3 technical support to users of the infringing software, systems, and services; and by providing
4 product documentation that instruct end-users and/or customers to use Box's infringing software
5 products in an infringing manner.

6 **145.** Box has contributed to infringement of the '055 Patent by providing its infringing
7 products or components of products with no substantial non-infringing use to end-users and/or
8 customers. Box makes and offers and sells the infringing software, systems, and services, and it
9 also puts its content-sharing services on its website and provides applications that allow users to
10 access those services.

11 **146.** Carahsoft has infringed and continues to infringe one or more claims of the '055
12 patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States,
13 and will continue to do so unless enjoined by this Court. Carahsoft's infringement includes,
14 without limitation, selling and offering to sell at least the Personal, Business, and Enterprise
15 versions of the Box file-sharing software, systems, and services. Carahsoft encourages customers
16 to use the infringing Box software at least by selling and offering to sell the infringing Box
17 software, advertising "Box Personal," "Box Business," and "Box Enterprise" on its website, and
18 providing a "Box Overview" file for download by potential customers.

19 **147.** Carahsoft had knowledge of the '055 Patent at least as early as June 20, 2013.

20 **148.** Since knowing of the '055 Patent, Carahsoft has indirectly infringed the '055
21 Patent by actively inducing infringement by others and by contributing to the infringement of one
22 or more of the claims of the '055 Patent in violation of 35 U.S.C. §§ 271(b)-(c). Carahsoft has
23 contributed to the infringement because, at least, it provides infringing products or components
24 with no substantial non-infringing use to customers by selling and offering to sell the infringing
25 Box software. Carahsoft has induced infringement by encouraging customers to use the
26 infringing Box software in an infringing manner by, at least, advertising "Box Personal," "Box
27 Business," and "Box Enterprise" on its website, and providing a "Box Overview" file for
28 download by potential customers.

1 **155.** Box actively induced infringement of the '258 Patent because it encourages end-
2 users and/or customers to use its infringing software, systems, and services in an infringing
3 manner by widely advertising the infringing software, systems, and services; by providing
4 technical support to users of the infringing software, systems, and services; and by providing
5 product documentation that instruct end-users and/or customers to use Box's infringing software
6 products in an infringing manner.

7 **156.** Box has contributed to infringement of the '258 Patent by providing its infringing
8 products or components of products with no substantial non-infringing use to end-users and/or
9 customers. Box makes and offers and sells the infringing software, systems, and services, and it
10 also puts its content-sharing services on its website and provides applications that allow users to
11 access those services.

12 **157.** Carahsoft has infringed and continues to infringe one or more claims of the '258
13 patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States,
14 and will continue to do so unless enjoined by this Court. Carahsoft's infringement includes,
15 without limitation, selling and offering to sell at least the Business and Enterprise versions of the
16 Box file-sharing software, systems, and services. Carahsoft encourages customers to use the
17 infringing Box software at least by selling and offering to sell the infringing Box software,
18 advertising "Box Personal," "Box Business," and "Box Enterprise" on its website, and providing
19 a "Box Overview" file for download by potential customers.

20 **158.** Carahsoft had knowledge of the '258 Patent at least as early as June 20, 2013.

21 **159.** Since knowing of the '258 Patent, Carahsoft has indirectly infringed the '258
22 Patent by actively inducing infringement by others and by contributing to the infringement of one
23 or more of the claims of the '258 Patent in violation of 35 U.S.C. §§ 271(b)-(c). Carahsoft has
24 contributed to the infringement because, at least, it provides infringing products or components
25 with no substantial non-infringing use to customers by selling and offering to sell the infringing
26 Box software. Carahsoft has induced infringement by encouraging customers to use the
27 infringing Box software in an infringing manner by, at least, advertising "Box Personal," "Box
28 Business," and "Box Enterprise" on its website, and providing a "Box Overview" file for

1 download by potential customers.

2 **160.** For past infringement, OpenText has suffered damages, including lost profits, as a
3 result of Defendants' infringement of the '258 patent. Defendants are therefore liable to
4 OpenText under 35 U.S.C. § 284 for past damages in an amount that adequately compensates
5 OpenText for Defendants' infringement, but no less than a reasonable royalty.

6 **161.** For ongoing and future infringement, OpenText will continue to suffer irreparable
7 harm unless this Court preliminarily and permanently enjoins Defendants, their agents,
8 employees, representatives, and all others acting in concert with Defendants from infringing the
9 '258 patent. In the alternative, OpenText is entitled to damages in lieu of an injunction, in an
10 amount consistent with the fact that, for future infringement, Defendants will be adjudicated
11 infringers of a valid patent, and Defendants' on-going and future infringement is willful as a
12 matter of law as described in paragraphs 56-62, above. OpenText, therefore, is entitled to an
13 award of exemplary damages, attorneys' fees, and costs in bringing this action.

14 **TENTH CAUSE OF ACTION**
15 **(INFRINGEMENT OF THE '018 PATENT)**

16 **162.** OpenText realleges and incorporates by reference the allegations of the preceding
17 paragraphs of this Complaint.

18 **163.** Box has infringed and continues to infringe one or more claims of the '018 patent
19 in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States, and will
20 continue to do so unless enjoined by this Court. Box's infringement includes, without limitation,
21 making, using, selling, and offering to sell at least the Enterprise and Elite versions of its file-
22 sharing software, systems, and services. Box encourages customers to use the infringing software
23 at least by selling and offering to sell the infringing software, making its content-sharing services
24 available on its website, providing applications that allow users to access those services, widely
25 advertising those services, and providing technical support to users.

26 **164.** Box had knowledge of the '018 Patent at least as early as June 12, 2013.

27 **165.** Since knowing of the '018 Patent, Box has indirectly infringed the '018 Patent by
28 actively inducing infringement by others and contributing to the infringement of one or more of

1 the claims of the '018 Patent, in violation of 35 U.S.C. §§ 271(b)-(c).

2 **166.** Box actively induced infringement of the '018 Patent because it encourages end-
3 users and/or customers to use its infringing software, systems, and services in an infringing
4 manner by widely advertising the infringing software, systems, and services; by providing
5 technical support to users of the infringing software, systems, and services; and by providing
6 product documentation that instruct end-users and/or customers to use Box's infringing software
7 products in an infringing manner.

8 **167.** Box has contributed to infringement of the '018 Patent by providing its infringing
9 products or components of products with no substantial non-infringing use to end-users and/or
10 customers. Box makes and offers and sells the infringing software, systems, and services, and it
11 also puts its content-sharing services on its website and provides applications that allow users to
12 access those services.

13 **168.** Carahsoft has infringed and continues to infringe one or more claims of the '018
14 patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States,
15 and will continue to do so unless enjoined by this Court. Carahsoft's infringement includes,
16 without limitation, selling and offering to sell at least the Enterprise version of the Box file-
17 sharing software, systems, and services. Carahsoft encourages customers to use the infringing
18 Box software at least by selling and offering to sell the infringing Box software, advertising "Box
19 Personal," "Box Business," and "Box Enterprise" on its website, and providing a "Box
20 Overview" file for download by potential customers.

21 **169.** Carahsoft had knowledge of the '018 Patent at least as early as June 20, 2013.

22 **170.** Since knowing of the '018 Patent, Carahsoft has indirectly infringed the '018
23 Patent by actively inducing infringement by others and by contributing to the infringement of one
24 or more of the claims of the '018 Patent in violation of 35 U.S.C. §§ 271(b)-(c). Carahsoft has
25 contributed to the infringement because, at least, it provides infringing products or components
26 with no substantial non-infringing use to customers by selling and offering to sell the infringing
27 Box software. Carahsoft has induced infringement by encouraging customers to use the
28 infringing Box software in an infringing manner by, at least, advertising "Box Personal," "Box

1 Business,” and “Box Enterprise” on its website, and providing a “Box Overview” file for
2 download by potential customers.

3 **171.** For past infringement, OpenText has suffered damages, including lost profits, as a
4 result of Defendants’ infringement of the ’018 patent. Defendants are therefore liable to
5 OpenText under 35 U.S.C. § 284 for past damages in an amount that adequately compensates
6 OpenText for Defendants’ infringement, but no less than a reasonable royalty.

7 **172.** For ongoing and future infringement, OpenText will continue to suffer irreparable
8 harm unless this Court preliminarily and permanently enjoins Defendants, their agents,
9 employees, representatives, and all others acting in concert with Defendants from infringing the
10 ’018 patent. In the alternative, OpenText is entitled to damages in lieu of an injunction, in an
11 amount consistent with the fact that, for future infringement, Defendants will be adjudicated
12 infringers of a valid patent, and Defendants’ on-going and future infringement is willful as a
13 matter of law as described in paragraphs 56-62, above. OpenText, therefore, is entitled to an
14 award of exemplary damages, attorneys’ fees, and costs in bringing this action.

15 **ELEVENTH CAUSE OF ACTION**
16 **(INFRINGEMENT OF THE ’694 PATENT)**

17 **173.** OpenText realleges and incorporates by reference the allegations of the preceding
18 paragraphs of this Complaint.

19 **174.** Box has infringed and continues to infringe one or more claims of the ’694 patent
20 in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States, and will
21 continue to do so unless enjoined by this Court. Box’s infringement includes, without limitation,
22 making, using, selling, and offering to sell at least the Enterprise and Elite versions of its file-
23 sharing software, systems, and services. Box encourages customers to use the infringing software
24 at least by selling and offering to sell the infringing software, making its content-sharing services
25 available on its website, providing applications that allow users to access those services, widely
26 advertising those services, and providing technical support to users.

27 **175.** Box had knowledge of the ’694 Patent at least as early as June 12, 2013.

28 **176.** Since knowing of the ’694 Patent, Box has indirectly infringed the ’694 Patent by

1 actively inducing infringement by others and contributing to the infringement of one or more of
2 the claims of the '694 Patent, in violation of 35 U.S.C. §§ 271(b)-(c).

3 **177.** Box actively induced infringement of the '694 Patent because it encourages end-
4 users and/or customers to use its infringing software, systems, and services in an infringing
5 manner by widely advertising the infringing software, systems, and services; by providing
6 technical support to users of the infringing software, systems, and services; and by providing
7 product documentation that instruct end-users and/or customers to use Box's infringing software
8 products in an infringing manner.

9 **178.** Box has contributed to infringement of the '694 Patent by providing its infringing
10 products or components of products with no substantial non-infringing use to end-users and/or
11 customers. Box makes and offers and sells the infringing software, systems, and services, and it
12 also puts its content-sharing services on its website and provides applications that allow users to
13 access those services.

14 **179.** Carahsoft has infringed and continues to infringe one or more claims of the '694
15 patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States,
16 and will continue to do so unless enjoined by this Court. Carahsoft's infringement includes,
17 without limitation, selling and offering to sell at least the Enterprise version of the Box file-
18 sharing software, systems, and services. Carahsoft encourages customers to use the infringing
19 Box software at least by selling and offering to sell the infringing Box software, advertising "Box
20 Personal," "Box Business," and "Box Enterprise" on its website, and providing a "Box
21 Overview" file for download by potential customers.

22 **180.** Carahsoft had knowledge of the '694 Patent at least as early as June 20, 2013.

23 **181.** Since knowing of the '694 Patent, Carahsoft has indirectly infringed the '694
24 Patent by actively inducing infringement by others and by contributing to the infringement of one
25 or more of the claims of the '694 Patent in violation of 35 U.S.C. §§ 271(b)-(c). Carahsoft has
26 contributed to the infringement because, at least, it provides infringing products or components
27 with no substantial non-infringing use to customers by selling and offering to sell the infringing
28 Box software. Carahsoft has induced infringement by encouraging customers to use the

1 infringing Box software in an infringing manner by, at least, advertising “Box Personal,” “Box
2 Business,” and “Box Enterprise” on its website, and providing a “Box Overview” file for
3 download by potential customers.

4 **182.** For past infringement, OpenText has suffered damages, including lost profits, as a
5 result of Defendants’ infringement of the ’694 patent. Defendants are therefore liable to
6 OpenText under 35 U.S.C. § 284 for past damages in an amount that adequately compensates
7 OpenText for Defendants’ infringement, but no less than a reasonable royalty.

8 **183.** For ongoing and future infringement, OpenText will continue to suffer irreparable
9 harm unless this Court preliminarily and permanently enjoins Defendants, their agents,
10 employees, representatives, and all others acting in concert with Defendants from infringing the
11 ’694 patent. In the alternative, OpenText is entitled to damages in lieu of an injunction, in an
12 amount consistent with the fact that, for future infringement, Defendants will be adjudicated
13 infringers of a valid patent, and Defendants’ on-going and future infringement is willful as a
14 matter of law as described in paragraphs 56-62, above. OpenText, therefore, is entitled to an
15 award of exemplary damages, attorneys’ fees, and costs in bringing this action.

16 **TWELFTH CAUSE OF ACTION**
17 **(INFRINGEMENT OF THE ’122 PATENT)**

18 **184.** OpenText realleges and incorporates by reference the allegations of the preceding
19 paragraphs of this Complaint.

20 **185.** Box has infringed and continues to infringe one or more claims of the ’122 patent
21 in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States, and will
22 continue to do so unless enjoined by this Court. Box’s infringement includes, without limitation,
23 making, using, selling, and offering to sell at least the Enterprise, and Elite versions of its file-
24 sharing software, systems, and services. Box encourages customers to use the infringing software
25 at least by selling and offering to sell the infringing software, making its content-sharing services
26 available on its website, providing applications that allow users to access those services, widely
27 advertising those services, and providing technical support to users.

28 **186.** Box had knowledge of the ’122 Patent at least as early as June 12, 2013.

1 **187.** Since knowing of the '122 Patent, Box has indirectly infringed the '122 Patent by
2 actively inducing infringement by others and contributing to the infringement of one or more of
3 the claims of the '122 Patent, in violation of 35 U.S.C. §§ 271(b)-(c).

4 **188.** Box actively induced infringement of the '122 Patent because it encourages end-
5 users and/or customers to use its infringing software, systems, and services in an infringing
6 manner by widely advertising the infringing software, systems, and services; by providing
7 technical support to users of the infringing software, systems, and services; and by providing
8 product documentation that instruct end-users and/or customers to use Box's infringing software
9 products in an infringing manner.

10 **189.** Box has contributed to infringement of the '122 Patent by providing its infringing
11 products or components of products with no substantial non-infringing use to end-users and/or
12 customers. Box makes and offers and sells the infringing software, systems, and services, and it
13 also puts its content-sharing services on its website and provides applications that allow users to
14 access those services.

15 **190.** Carahsoft has infringed and continues to infringe one or more claims of the '122
16 patent in violation of 35 U.S.C. § 271 in this judicial district and elsewhere in the United States,
17 and will continue to do so unless enjoined by this Court. Carahsoft's infringement includes,
18 without limitation, selling and offering to sell at least the Enterprise version of the Box file-
19 sharing software, systems, and services. Carahsoft encourages customers to use the infringing
20 Box software at least by selling and offering to sell the infringing Box software, advertising "Box
21 Personal," "Box Business," and "Box Enterprise" on its website, and providing a "Box
22 Overview" file for download by potential customers.

23 **191.** Carahsoft had knowledge of the '122 Patent at least as early as June 20, 2013.

24 **192.** Since knowing of the '122 Patent, Carahsoft has indirectly infringed the '122
25 Patent by actively inducing infringement by others and by contributing to the infringement of one
26 or more of the claims of the '122 Patent in violation of 35 U.S.C. §§ 271(b)-(c). Carahsoft has
27 contributed to the infringement because, at least, it provides infringing products or components
28 with no substantial non-infringing use to customers by selling and offering to sell the infringing

1 Box software. Carahsoft has induced infringement by encouraging customers to use the
2 infringing Box software in an infringing manner by, at least, advertising “Box Personal,” “Box
3 Business,” and “Box Enterprise” on its website, and providing a “Box Overview” file for
4 download by potential customers.

5 **193.** For past infringement, OpenText has suffered damages, including lost profits, as a
6 result of Defendants’ infringement of the ’122 patent. Defendants are therefore liable to
7 OpenText under 35 U.S.C. § 284 for past damages in an amount that adequately compensates
8 OpenText for Defendants’ infringement, but no less than a reasonable royalty.

9 **194.** For ongoing and future infringement, OpenText will continue to suffer irreparable
10 harm unless this Court preliminarily and permanently enjoins Defendants, their agents,
11 employees, representatives, and all others acting in concert with Defendants from infringing the
12 ’122 patent. In the alternative, OpenText is entitled to damages in lieu of an injunction, in an
13 amount consistent with the fact that, for future infringement, Defendants will be adjudicated
14 infringers of a valid patent, and Defendants’ on-going and future infringement is willful as a
15 matter of law as described in paragraphs 56-62, above. OpenText, therefore, is entitled to an
16 award of exemplary damages, attorneys’ fees, and costs in bringing this action.

17 **PRAYER FOR RELIEF**

18
19 WHEREFORE, OpenText respectfully requests the following relief:

20 a) That this Court adjudge and decree that Defendants have been, and are currently,
21 infringing, contributing to other’s infringement of, and inducing others to infringe, each of the
22 ’515, ’665, ’152, ’372, ’007, ’177, ’962, ’055, ’258, ’018, ’694, and ’122 patents

23 b) That this Court determine that Defendants’ acts of infringement with respect to the
24 ’515, ’665, ’152, ’372, ’007, ’177, ’962, ’055, ’258, ’018, ’694, and ’122 patents are willful;

25 c) That this Court award damages to OpenText to compensate it for Defendants’ past
26 infringement, through the date of trial in this action, of the ’515, ’665, ’152, ’372, ’007, ’177,
27 ’962, ’055, ’258, ’018, ’694, and ’122 patents;

28

1 d) That this Court award pre- and post-judgment interest on such damages to
2 OpenText;

3 e) That this Court order an accounting of damages incurred by OpenText between the
4 close of fact discovery and the entry of a final, non-appealable judgment;

5 f) That this Court determine that this patent infringement case is exceptional pursuant
6 to 35 U.S.C. §§ 284 and 285 and award OpenText its costs and attorneys' fees incurred in this
7 action;

8 g) That this Court preliminarily and permanently enjoin Defendants from infringing
9 any of the '515, '665, '152, '372, '007, '177, '962, '055, '258, '018, '694, and '122 patents;

10 h) That this Court order Defendants to:

11 (i) recall and collect from all persons and entities that have purchased any and
12 all products found to infringe any of the '515, '665, '152, '372, '007, '177,
13 '962, '055, '258, '018, '694, and '122 patents that were made, offered for
14 sale, sold, or otherwise distributed in the United States by Defendants or
15 anyone acting on their behalf;

16 (ii) destroy or deliver all such infringing products to OpenText;

17 (iii) revoke all licenses to all such infringing products;

18 (iv) disable all web pages offering or advertising all such infringing products;

19 (v) destroy all other marketing materials relating to all such infringing
20 products;

21 (vi) disable all applications providing access to all such infringing software;
22 and

23 (vii) destroy all infringing software that exists on hosted systems.

24 i) That this Court, if it declines to enjoin Defendants from infringing any of the '515,
25 '665, '152, '372, '007, '177, '962, '055, '258, '018, '694, and '122 patents, award damages for
26 future infringement in lieu of an injunction, including exemplary damages, attorneys' fees, and
27 costs for willful infringement; and

28 j) That this Court award such other relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

OpenText respectfully requests a trial by jury on all issues triable thereby.

1 Dated: December 23, 2013

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4 /s/ Sarah J. Guske

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