

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

**Oasis Research, LLC,**

**Plaintiff,**

**v.**

**AT&T CORP.,  
SBC INTERNET SERVICES, INC.  
d/b/a AT&T INTERNET SERVICES,  
CARBONITE, INC.,  
EMC CORP.,  
DECHO CORP.,  
IOMEGA CORP.,  
GODADDY.COM, INC.,  
IRON MOUNTAIN INCORPORATED,  
IRON MOUNTAIN INFORMATION  
MANAGEMENT, INC.,  
NIRVANIX, INC.,  
OFFICEWARE CORP.  
d/b/a/ FILESANYWHERE.COM,  
and  
PRO SOFTNET CORP.,**

**Defendants.**

**Civil Action No. 4:10-cv-00435-MHS-ALM**

**JURY TRIAL DEMANDED**

**FIRST AMENDED COMPLAINT**

Plaintiff OASIS RESEARCH, LLC, by its attorneys, hereby complains against Defendants AT&T CORP., SBC INTERNET SERVICES, INC. d/b/a AT&T INTERNET SERVICES, CARBONITE, INC., EMC CORP., DECHO CORP., IOMEGA CORP., GODADDY.COM, INC., IRON MOUNTAIN INCORPORATED, IRON MOUNTAIN INFORMATION MANAGEMENT, INC., NIRVANIX, INC., OFFICEWARE CORP. d/b/a FILESANYWHERE.COM, and PRO SOFTNET CORP. as follows:

## PARTIES

1. Plaintiff OASIS RESEARCH, LLC, (“OASIS”) is a Delaware Limited Liability Company, which previously had its principal place of business at 104 E. Houston Street, Suite 190, Marshall, TX 75670. Oasis’ current mailing address is 4455 Camp Bowie Boulevard, Suite 114, PMB 74, Fort Worth, TX 76107.

2. On information and belief, Defendants AT&T CORP. and SBC INTERNET SERVICES, INC. d/b/a AT&T INTERNET SERVICES are wholly owned subsidiaries of AT&T INC., and are Corporations established under the laws of the State of Delaware, with a principal place of business at 208 South Akard Street, Dallas, Texas 75202. AT&T CORP. and SBC INTERNET SERVICES, INC. d/b/a AT&T INTERNET SERVICES (collectively “AT&T”) may be served with process by serving their registered agent, CT Corporation System, 350 North S. Paul Street, Suite 2900, Dallas, TX 75201.

3. On information and belief, Defendant CARBONITE, INC. (“CARBONITE”) is a Corporation established under the laws of the State of Delaware, with its principal place of business at 334 Boylston Street, 3rd Floor, Boston, MA 02116. CARBONITE may be served with process by serving its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

4. On information and belief, Defendant EMC CORP. is a Corporation established under the laws of the State of Massachusetts, with its principal place of business at 176 South Street, Hopkinton, MA 01748. On information and belief, Defendant DECHO CORP. is a wholly owned subsidiary of EMC CORP., and is a Corporation established under the laws of the State of Delaware, with its principal place of business at Word Trade Center East, 2211 Elliott Ave., Suite 300, Seattle, WA 98121. On information and belief, IOMEGA CORP. is a wholly owned subsidiary of EMC CORP., and is a Corporation established under the laws of the State of Delaware, with its principal place of business at 10955 Vista Sorrento Parkway, San Diego, CA 92130 (EMC CORP., DECHO CORP., and IOMEGA CORP. are collectively referred to as

“EMC”). EMC CORP. and IOMEGA CORP. may be served with process by serving their registered agent, CT Corporation System, Inc., 155 Federal Street, Suite 700, Boston, MA 02110. DECHO CORP. may be served with process by serving its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

5. On information and belief, Defendant GODADDY.COM, INC., (“GO DADDY”) is a Corporation established under the laws of the State of Arizona, with its principal place of business at 14455 N. Hayden Road, # 219, Scottsdale, AZ 85260. GO DADDY may be served with process by serving its registered agent, Sherry Delgado, 14455 N. Hayden Road, # 219, Scottsdale, AZ 85260.

6. On information and belief, Defendants IRON MOUNTAIN INCORPORATED and IRON MOUNTAIN INFORMATION MANAGEMENT INC. (collectively “IRON MOUNTAIN”) are Corporations established under the laws of the State of Delaware. IRON MOUNTAIN has a principal place of business at 745 Atlantic Avenue, Boston, MA 02111. IRON MOUNTAIN may be served with process by serving its registered agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

7. On information and belief, Defendant NIRVANIX, INC. (“NIRVANIX”) is a Corporation established under the laws of the State of Delaware, with its principal place of business at 4445 Eastgate Mall, Suite 405, San Diego, CA 92121. NIRVANIX may be served with process by serving its registered agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

8. On information and belief, Defendant OFFICEWARE CORP. d/b/a FILESANYWHERE.COM, (“OFFICEWARE”) is a Corporation established under the laws of the State of Texas, with its principal place of business at 8600 Freeport Parkway, Suite 220, Irving, TX 75063. OFFICEWARE may be served with process by serving its registered agent, Capitol Corporate Services, Inc., 800 Brazos Street, Suite 400, Austin, TX 78701.

9. On information and belief, Defendant PRO SOFTNET CORP., (“PSC”) is a Corporation established under the laws of the State of California, with its principal place of business at 21300 Victory Boulevard, Suite 690, Woodland Hills, CA 91367. PSC may be served with process by serving its registered agent, Raghavendra V. Kulkarni, 7528 Penobscot Drive, West Hills, CA 91304.

### **NATURE OF THE ACTION**

10. This is a civil action for the infringement of United States Patent Number 5,771,354, United States Patent Number 5,901,228, United States Patent Number 6,411,943, and United States Patent Number 7,080,051 under the Patent Laws of the United States 35 U.S.C. § 1 *et seq.*

### **JURISDICTION AND VENUE**

11. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a) because this action arises under the patent laws of the United States, including 35 U.S.C. § 271 *et seq.*

12. This Court has personal jurisdiction over Defendants because, among other things, on information and belief Defendants have committed, aided, abetted, contributed to and/or participated in the commission of acts giving rise to this action within Texas and this judicial district and have established minimum contacts within the forum such that the exercise of jurisdiction over Defendants would not offend traditional notions of fair play and substantial justice. On information and belief, each Defendant, designed, made or had made on its behalf, and placed products and services (that practice methods claimed in Plaintiff’s patents-in-suit) into the stream of commerce with the reasonable expectation and/or knowledge that actual or potential ultimate purchasers and users for such products and/or services were located within this judicial district. On information and belief, Defendants sold, advertised, solicited customers,

marketed and distributed their services that practice methods claimed in the patents-in-suit in this judicial district.

13. Venue is proper in this judicial district as to each defendant pursuant to 28 U.S.C. §§ 1391 and 1400(b).

### **THE PATENTS-IN-SUIT**

14. OASIS realleges and incorporates by reference the allegations set forth in Paragraphs 1-13 above as if fully set forth herein.

15. On June 23, 1998, United States Patent Number 5,771,354 (the ‘354 patent), titled, “Internet Online Backup System Provides Remote Storage For Customers Using IDs And Passwords Which Were Interactively Established When Signing Up For Backup Services” was duly and lawfully issued by the United States Patent and Trademark Office. A true and correct copy of the ‘354 patent as issued is attached hereto as Exhibit A.

16. OASIS is the assignee of the ‘354 patent and holds the right to sue for and recover all damages for infringement thereof, including past infringement. In this complaint, OASIS only asserts method claims, and not system claims, of the ‘354 patent.

17. On May 4, 1999, United States Patent Number 5,901,228 (the ‘228 patent), titled, “Commercial Online Backup Service That Provides Transparent Extended Storage To Remote Customers Over Telecommunications Links” was duly and lawfully issued by the United States Patent and Trademark Office. A true and correct copy of the ‘228 patent as issued is attached hereto as Exhibit B.

18. OASIS is the assignee of the ‘228 patent and holds the right to sue for and recover all damages for infringement thereof, including past infringement. In this complaint, OASIS only asserts method claims, and not system claims, of the ‘228 patent.

19. On June 25, 2002, United States Patent Number 6,411,943 (the ‘943 patent), titled, “Internet Online Backup System Provides Remote Storage For Customers Using IDs And Passwords Which Were Interactively Established When Signing Up For Backup Services” was

duly and lawfully issued by the United States Patent and Trademark Office. A true and correct copy of the '943 patent as issued is attached hereto as Exhibit C.

20. OASIS is the assignee of the '943 patent and holds the right to sue for and recover all damages for infringement thereof, including past infringement. In this complaint, OASIS only asserts method claims, and not system claims, of the '943 patent.

21. On July 18, 2006, United States Patent Number 7,080,051 (the '051 patent), titled, "Internet Download Systems And Methods Providing Software To Internet Computer Users For Local Execution" was duly and lawfully issued by the United States Patent and Trademark Office. A true and correct copy of the '051 patent as issued is attached hereto as Exhibit D.

22. OASIS is the assignee of the '051 patent and holds the right to sue for and recover all damages for infringement thereof, including past infringement. In this complaint, OASIS only asserts claim 9 of the '051 patent, which is a method claim.

### **COUNT I**

#### **(Infringement of United States Patent No. 5,771,354)**

23. Paragraphs 1-22 are incorporated by reference as if fully restated herein.

24. AT&T, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '354 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief AT&T's infringement is continuing.

25. For example, upon information and belief, AT&T has offered and continues to offer its "Synaptic" branded services at its website: synaptic.att.com. On information and belief, additional online backup/storage services that have been offered by AT&T include its "Remote Vault" branded services at its website remotevault.att.com.

26. CARBONITE, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '354 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief CARBONITE's infringement is continuing.

27. Upon information and belief, CARBONITE has offered and continues to offer its online backup/storage services at its websites: [www.carbonite.com](http://www.carbonite.com) and [www.carbonitepro.com](http://www.carbonitepro.com).

28. EMC, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '354 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief EMC's infringement is continuing.

29. Upon information and belief, EMC has been aware of and has willfully infringed the '354 patent. EMC has been aware of the '354 patent at least as early as December 2003. The '354 patent is cited on the face of U.S. Patent No. 6,665,714, which is owned by EMC and issued in December 2003. EMC owns at least nine other issued United States patents that cite the '354 patent. EMC's willful infringement of the '354 patent renders this an exceptional case pursuant to 35 U.S.C. § 285.

30. For example, upon information and belief, EMC has offered and continues to offer its "Mozy" branded services at its website: [www.mozy.com](http://www.mozy.com) and has offered and continues to offer the service plans "MozyHome" and "MozyPro." On information and belief, additional online backup/storage services that have been offered by EMC include, but are not limited to, its "iStorage" branded service at its website: [www.iomega.com/na/products/istorage.html](http://www.iomega.com/na/products/istorage.html), and its "Atmos" branded service at its website: [www.atmosonline.com](http://www.atmosonline.com).

31. IRON MOUNTAIN, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '354 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States.

32. For example, upon information and belief, IRON MOUNTAIN has offered its "Connected" branded services at its website: [backup.ironmountain.com](http://backup.ironmountain.com).

33. Upon information and belief, IRON MOUNTAIN has been aware of and has willfully infringed the '354 patent. IRON MOUNTAIN has been aware of the '354 patent at least as early as 2006, when it identified the '354 patent in connection with a prior litigation. IRON MOUNTAIN's willful infringement of the '354 patent renders this an exceptional case pursuant to 35 U.S.C. § 285.

34. NIRVANIX, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '354 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief NIRVANIX's infringement is continuing.

35. For example, upon information and belief, NIRVANIX has offered and continues to offer its "Storage Delivery Network" branded services at its website: [www.nirvanix.com](http://www.nirvanix.com).

36. OFFICEWARE, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '354 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief OFFICEWARE's infringement is continuing.



37. For example, upon information and belief, OFFICEWARE has offered and continues to offer its online backup/storage services at its website: [www.filesanywhere.com](http://www.filesanywhere.com).

38. PSC, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '354 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief PSC's infringement is continuing.

39. For example, upon information and belief, PSC has offered and continues to offer its "IBackup" branded services at its website: [www.ibackup.com](http://www.ibackup.com). On information and belief, additional PSC online backup/storage services include, but are not limited to, its "IDrive" branded services available at its website: [www.idrive.com](http://www.idrive.com).

40. GO DADDY, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '354 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief GO DADDY's infringement is continuing.

41. For example, upon information and belief, GO DADDY has offered and continues to offer its "Online File Folder" branded services at its website: [http://www.godaddy.com/gdshop/email/vsdb\\_landing.asp](http://www.godaddy.com/gdshop/email/vsdb_landing.asp).

42. Each of the Defendants has committed acts of infringement which have caused damage to OASIS. Under 35 U.S.C. § 284, OASIS is entitled to recover from each of the Defendants the damages sustained by OASIS as a result of their past infringement of the '354 patent.

**COUNT II**

**(Infringement of United States Patent No. 5,901,228)**

43. Paragraphs 1-42 are incorporated by reference as if fully restated herein.

44. AT&T, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '228 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief AT&T's infringement is continuing.

45. For example, upon information and belief, AT&T has offered and continues to offer its "Synaptic" branded services at its website: [synaptic.att.com](http://synaptic.att.com). On information and belief, additional online backup/storage services that have been offered by AT&T include its "Remote Vault" branded services at its website [remotevault.att.com](http://remotevault.att.com).

46. CARBONITE, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '228 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief CARBONITE's infringement is continuing.

47. Upon information and belief, CARBONITE has offered and continues to offer its online backup/storage services at its websites: [www.carbonite.com](http://www.carbonite.com) and [www.carbonitepro.com](http://www.carbonitepro.com).

48. EMC, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '228 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online

backup/storage services in this District and elsewhere in the United States. Upon information and belief EMC's infringement is continuing.

49. For example, upon information and belief, EMC has offered and continues to offer its "Mozy" branded services at its website: [www.mozy.com](http://www.mozy.com) and has offered and continues to offer the service plans "MozyHome" and "MozyPro." On information and belief, additional online backup/storage services that have been offered by EMC include, but are not limited to, its "iStorage" branded service at its website: [www.iomega.com/na/products/istorage.html](http://www.iomega.com/na/products/istorage.html), and its "Atmos" branded service at its website: [www.atmosonline.com](http://www.atmosonline.com).

50. IRON MOUNTAIN, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '228 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States.

51. For example, upon information and belief, IRON MOUNTAIN has offered its "Connected" branded services at its website: [backup.ironmountain.com](http://backup.ironmountain.com).

52. NIRVANIX, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '228 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief NIRVANIX's infringement is continuing.

53. For example, upon information and belief, NIRVANIX has offered and continues to offer its "Storage Delivery Network" branded services at its website: [www.nirvanix.com](http://www.nirvanix.com).

54. OFFICEWARE, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '228 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its

online backup/storage services in this District and elsewhere in the United States. Upon information and belief OFFICEWARE's infringement is continuing.

55. For example, upon information and belief, OFFICEWARE has offered and continues to offer its online backup/storage services at its website: [www.filesanywhere.com](http://www.filesanywhere.com).

56. PSC, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '228 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief PSC's infringement is continuing.

57. For example, upon information and belief, PSC has offered and continues to offer its "IBackup" branded services at its website: [www.ibackup.com](http://www.ibackup.com). On information and belief, additional PSC online backup/storage services include, but are not limited to, its "IDrive" branded services available at its website: [www.idrive.com](http://www.idrive.com).

58. GO DADDY, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '228 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief GO DADDY's infringement is continuing.

59. For example, upon information and belief, GO DADDY has offered and continues to offer its "Online File Folder" branded services at its website: [http://www.godaddy.com/gdshop/email/vsdb\\_landing.asp](http://www.godaddy.com/gdshop/email/vsdb_landing.asp).

60. Each of the Defendants has committed acts of infringement which have caused damage to OASIS. Under 35 U.S.C. § 284, OASIS is entitled to recover from each of the Defendants the damages sustained by OASIS as a result of their past infringement of the '228 patent.

**COUNT III**

**(Infringement of United States Patent No. 6,411,943)**

61. Paragraphs 1-60 are incorporated by reference as if fully restated herein.

62. AT&T, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '943 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief AT&T's infringement is continuing.

63. For example, upon information and belief, AT&T has offered and continues to offer its "Synaptic" branded services at its website: [synaptic.att.com](http://synaptic.att.com). On information and belief, additional online backup/storage services that have been offered by AT&T include its "Remote Vault" branded services at its website [remotevault.att.com](http://remotevault.att.com).

64. CARBONITE, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '943 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief CARBONITE's infringement is continuing.

65. Upon information and belief, CARBONITE has offered and continues to offer its online backup/storage services at its websites: [www.carbonite.com](http://www.carbonite.com) and [www.carbonitepro.com](http://www.carbonitepro.com).

66. EMC, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '943 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online

backup/storage services in this District and elsewhere in the United States. Upon information and belief EMC's infringement is continuing.

67. Upon information and belief, EMC has been aware of and has willfully infringed the '943 patent. EMC has been aware of the '943 patent at least as early as June 2009. The '943 patent is cited on the face of U.S. Patent No. 7,552,056, which is owned by EMC and issued in June 2009. EMC's willful infringement of the '943 patent renders this an exceptional case pursuant to 35 U.S.C. § 285.

68. For example, upon information and belief, EMC has offered and continues to offer its "Mozy" branded services at its website: [www.mozy.com](http://www.mozy.com) and has offered and continues to offer the service plans "MozyHome" and "MozyPro." On information and belief, additional online backup/storage services that have been offered by EMC include, but are not limited to, its "iStorage" branded service at its website: [www.iomega.com/na/products/istorage.html](http://www.iomega.com/na/products/istorage.html), and its "Atmos" branded service at its website: [www.atmosonline.com](http://www.atmosonline.com).

69. IRON MOUNTAIN, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '943 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States.

70. For example, upon information and belief, IRON MOUNTAIN has offered its "Connected" branded services at its website: [backup.ironmountain.com](http://backup.ironmountain.com).

71. NIRVANIX, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the '943 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief NIRVANIX's infringement is continuing.

72. For example, upon information and belief, NIRVANIX has offered and continues to offer its “Storage Delivery Network” branded services at its website: [www.nirvanix.com](http://www.nirvanix.com).

73. OFFICEWARE, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the ‘943 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief OFFICEWARE’s infringement is continuing.

74. For example, upon information and belief, OFFICEWARE has offered and continues to offer its online backup/storage services at its website: [www.filesanywhere.com](http://www.filesanywhere.com).

75. PSC, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the ‘943 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief PSC’s infringement is continuing.

76. For example, upon information and belief, PSC has offered and continues to offer its “IBackup” branded services at its website: [www.ibackup.com](http://www.ibackup.com). On information and belief, additional PSC online backup/storage services include, but are not limited to, its “IDrive” branded services available at its website: [www.idrive.com](http://www.idrive.com).

77. GO DADDY, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents one or more of the method claims of the ‘943 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief GO DADDY’s infringement is continuing.

78. For example, upon information and belief, GO DADDY has offered and continues to offer its “Online File Folder” branded services at its website:

[http://www.godaddy.com/gdshop/email/vsdb\\_landing.asp](http://www.godaddy.com/gdshop/email/vsdb_landing.asp).

79. Each of the Defendants has committed acts of infringement which have caused damage to OASIS. Under 35 U.S.C. § 284, OASIS is entitled to recover from each of the Defendants the damages sustained by OASIS as a result of their past infringement of the ‘943 patent.

#### **COUNT IV**

##### **(Infringement of United States Patent No. 7,080,051)**

80. Paragraphs 1-79 are incorporated by reference as if fully restated herein.

81. AT&T, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents claim 9 of the ‘051 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief AT&T’s infringement is continuing.

82. For example, upon information and belief, AT&T has offered and continues to offer its “Synaptic” branded services at its website: [synaptic.att.com](http://synaptic.att.com). On information and belief, additional online backup/storage services that have been offered by AT&T include its “Remote Vault” branded services at its website [remotevault.att.com](http://remotevault.att.com).

83. CARBONITE, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents claim 9 of the ‘051 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief CARBONITE’s infringement is continuing.



84. Upon information and belief, CARBONITE has offered and continues to offer its online backup/storage services at its websites: [www.carbonite.com](http://www.carbonite.com) and [www.carbonitepro.com](http://www.carbonitepro.com).

85. EMC, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents claim 9 of the '051 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief EMC's infringement is continuing.

86. For example, upon information and belief, EMC has offered and continues to offer its "Mozy" branded services at its website: [www.mozy.com](http://www.mozy.com) and has offered and continues to offer the service plans "MozyHome" and "MozyPro." On information and belief, additional online backup/storage services that have been offered by EMC include, but are not limited to, its "iStorage" branded service at its website: [www.iomega.com/na/products/istorage.html](http://www.iomega.com/na/products/istorage.html), and its "Atmos" branded service at its website: [www.atmosonline.com](http://www.atmosonline.com).

87. IRON MOUNTAIN, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents claim 9 of the '051 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States.

88. For example, upon information and belief, IRON MOUNTAIN has offered its "Connected" branded services at its website: [backup.ironmountain.com](http://backup.ironmountain.com).

89. NIRVANIX, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents claim 9 of the '051 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief NIRVANIX's infringement is continuing.

90. For example, upon information and belief, NIRVANIX has offered and continues to offer its “Storage Delivery Network” branded services at its website: [www.nirvanix.com](http://www.nirvanix.com).

91. OFFICEWARE, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents claim 9 of the ‘051 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief OFFICEWARE’s infringement is continuing.

92. For example, upon information and belief, OFFICEWARE has offered and continues to offer its online backup/storage services at its website: [www.filesanywhere.com](http://www.filesanywhere.com).

93. PSC, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents claim 9 of the ‘051 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief PSC’s infringement is continuing.

94. For example, upon information and belief, PSC has offered and continues to offer its “IBackup” branded services at its website: [www.ibackup.com](http://www.ibackup.com). On information and belief, additional PSC online backup/storage services include, but are not limited to, its “IDrive” branded services available at its website: [www.idrive.com](http://www.idrive.com).

95. GO DADDY, either alone or in conjunction with others, has infringed, contributed to the infringement of, and/or induced others to infringe, literally and/or under the doctrine of equivalents claim 9 of the ‘051 patent by having made, made on its behalf, designed, offered for sale, sold, provided, used, maintained and supported its online backup/storage services in this District and elsewhere in the United States. Upon information and belief GO DADDY’s infringement is continuing.

96. For example, upon information and belief, GO DADDY has offered and continues to offer its “Online File Folder” branded services at its website:

[http://www.godaddy.com/gdshop/email/vsdb\\_landing.asp](http://www.godaddy.com/gdshop/email/vsdb_landing.asp).

97. Each of the Defendants has committed acts of infringement which have caused damage to OASIS. Under 35 U.S.C. § 284, OASIS is entitled to recover from each of the Defendants the damages sustained by OASIS as a result of their past infringement of the ‘051 patent.

### **PRAYER FOR RELIEF**

WHEREFORE, OASIS respectfully requests that this Court enter judgment against Defendants AT&T CORP., SBC INTERNET SERVICES, INC. d/b/a AT&T INTERNET SERVICES, CARBONITE, INC., EMC CORP., DECHO CORP., IOMEGA CORP., GODADDY.COM, INC., IRON MOUNTAIN INCORPORATED, IRON MOUNTAIN INFORMATION MANAGEMENT, INC., NIRVANIX, INC., OFFICEWARE CORP. d/b/a FILESANYWHERE.COM, and PRO SOFTNET CORP., as follows:

a) for judgment that Defendants have infringed the ‘354 patent, the ‘228 patent, the ‘943 patent, and the ‘051 patent;

b) for damages to be paid by Defendants adequate to compensate OASIS for their past infringement and any continuing or future infringement up until the date such judgment is entered, including interest, costs and disbursements as justified under 35 U.S.C. § 284;

c) for judgment that EMC has willfully infringed the ‘354 patent and ‘943 patent and trebling all damages awarded to OASIS for such infringement pursuant to 35 U.S.C. § 284;

d) for judgment that IRON MOUNTAIN has willfully infringed the ‘354 patent and trebling all damages awarded to OASIS for such infringement pursuant to 35 U.S.C. § 284; and

e) for such further relief at law or in equity as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

OASIS hereby demands trial by jury on all claims and issues so triable.

DATED: August 5, 2011

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

This is to certify that a copy of the foregoing document was filed electronically in compliance with Local Rule CV-5(a). Therefore, this document was served on all counsel who are deemed to have consented to electronic service. Local Rule CV-5(a)(3)(A). Pursuant to Fed. R. Civ. P. 5(d) and Local Rule CV-5(d), all other counsel of record not deemed to have consented to electronic service were served with a true and correct copy of the foregoing by email on this the 5<sup>th</sup> day of August, 2011.

/s/ James C. Tidwell

James C. Tidwell