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12 SOFTVAULT SYSTEMS, INC.

13   **UNITED STATES DISTRICT COURT**

14   **NORTHERN DISTRICT OF CALIFORNIA**

15   **SAN JOSE DIVISION**

16 SOFTVAULT SYSTEMS, INC.   CASE NO.

17   Plaintiff,
                                      COMPLAINT FOR INFRINGEMENT
18   vs.   **OF U.S. PATENT NOS. 6,249,868 AND**
                                      6,594,765
19 BENTLEY SYSTEMS,
   INCORPORATED,
20   **JURY TRIAL DEMANDED**
          Defendant.
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23   Plaintiff SOFTVAULT SYSTEMS, INC. files its Complaint against Defendant

24 BENTLEY SYSTEMS, INCORPORATED, alleging as follows:

25   **THE PARTIES**

26   1.   Plaintiff SOFTVAULT SYSTEMS, INC. ("SOFTVAULT") is a corporation

27 organized and existing under the laws of the State of Washington with its principle place of

28 business in the State of Washington.

COMPLAINT FOR PATENT INFRINGEMENT

1   2.   Upon information and belief, BENTLEY SYSTEMS, INCORPORATED

2   ("Defendant" OR "Bentley") is a corporation organized and existing under the laws of the State

3   of Delaware, with its principal place of business in Exton, PA. Defendant may be served with

4   process through its registered agent CT Corporation System, 818 West Seventh Street, Suite 930,

5   Los Angeles, CA 90017.

6   **JURISDICTION AND VENUE**

7   3.   This is an action for infringement of United States patents. This Court has

8   exclusive jurisdiction of such action under Title 28 U.S.C. § 1338(a).

9   4.   Upon information and belief, Bentley is subject to personal jurisdiction by this

10   Court. Bentley has committed such purposeful acts and/or transactions in the State of California

11   that it reasonably knew and/or expected that it could be hailed into a California court as a future

12   consequence of such activity. Bentley makes, uses, and/or sells infringing products within the

13   Northern District of California and has a continuing presence and the requisite minimum

14   contacts with the Northern District of California where Defendant resides, such that this venue is

15   a fair and reasonable one. Upon information and belief, Bentley has transacted and, at the time

16   of the filing of this Complaint, is continuing to transact business within the Northern District of

17   California. For all of these reasons, personal jurisdiction exists and venue is proper in this Court

18   under 28 U.S.C. §§ 1391(b)(1), (2) and (c)(2) and 28 U.S.C. § 1400(b).

19   **PATENTS-IN-SUIT**

20   5.   On June 19, 2001, United States Patent No. 6,249,868 BI ("the '868 Patent") was

21   duly and legally issued for "METHOD AND SYSTEM FOR EMBEDDED, AUTOMATED,

22   COMPONENT-LEVEL CONTROL OF COMPUTER SYSTEMS AND OTHER COMPLEX

23   SYSTEMS." A true and correct copy of the '868 Patent is attached hereto as Exhibit A and

24   made a part hereof.

25   6.   On July 15, 2003, United States Patent No. 6,594,765 B2 ("the '765 Patent") was

26   duly and legally issued for "METHOD AND SYSTEM FOR EMBEDDED, AUTOMATED,

27   COMPONENT-LEVEL CONTROL OF COMPUTER SYSTEMS AND OTHER COMPLEX

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COMPLAINT FOR PATENT INFRINGEMENT

1 SYSTEMS." A true and correct copy of the '765 Patent is attached hereto as Exhibit B and

2 made a part hereof.

3   7.   The '868 Patent and the '765 Patent are sometimes referred to herein collectively

4 as "the Patents-in-Suit."

5   8.   As it pertains to this lawsuit, the Patents-in-Suit, very generally speaking, relate to

6 a method and system of protecting electronic, mechanical, and electromechanical devices and

7 systems, such as for example a computer system, and their components and software from

8 unauthorized use. Specifically, certain claims of the '868 and '765 Patents disclose the

9 utilization of embedded agents within system components to allow for the enablement or

10 disablement of the system component in which the agent is embedded. The invention disclosed

11 in the Patents-in-Suit discloses a server that communicates with the embedded agent through the

12 use of one or more handshake operations to authorize the embedded agent. When the embedded

13 agent is authorized by the server, it enables the device or component, and when not authorized

14 the embedded agent disables the device or component.

FIRST CLAIM FOR RELIEF

(Patent Infringement)

17   9.   SoftVault repeats and realleges every allegation set forth above.

18   10.   SoftVault is the owner of the Patents-in-Suit with the exclusive right to enforce

19 the Patents-in-Suit against infringers, and collect damages for all relevant times, including the

20 right to prosecute this action.

21   11.   Upon information and belief, Bentley is liable under 35 U.S.C. §271(a) for direct

22 infringement of the Patents-in-Suit because it manufactures, makes, has made, uses, practices,

23 imports, provides, supplies, distributes, sells, and/or offers for sale products and/or systems that

24 practice one or more claims of the Patents-in-Suit.

25   12.   Upon information and belief, Bentley is also liable under 35 U.S.C. §271(b) for

26 inducing infringement of, and under 35 U.S.C. §271(c) for contributory infringement of the

27 Patents-in-Suit because it manufactures, makes, has made, uses, practices, imports, provides,

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COMPLAINT FOR PATENT INFRINGEMENT

1 supplies, distributes, sells, and/or offers for sale products and/or systems that practice one or

2 more claims of the Patents-in-Suit.

3   13.   More specifically, Bentley infringes the Patents-in-Suit because it manufactures,

4 makes, has made, uses, practices, imports, provides, supplies, distributes, sells, and/or offers for

5 sale products and systems which prevent unauthorized use of a computer system through the

6 ability to enable or disable the operation of a device's components through an authorization

7 process performed by an embedded agent in the application software and a server, known as

8 product activation. Bentley states on its website that most of its applications include the accused

9 product activation features, which includes its MicroStation, ProjectWise, and AssetWise

10 software[1] which communicate with a Bentley SELECTserver to activate the products.

11   14.   All Bentley products which include its product activation features have, at a

12 minimum, in the past directly infringed and continue to directly infringe at least Claims 19 and

13 44 of the '868 Patent, as well as at least Claim 11 of the '765 Patent.

14   15.   Bentley includes the product activation features in its software applications to

15 enforce licensing policies and ensure that only authorized copies of Bentley software

16 applications may be installed and used on a client computer. The product activation feature

17 requires that a portion of the code in the installed Bentley application communicate with a

18 Bentley license server, called SELECTserver, over the Internet to activate (or enable) the

19 application. Upon installation of a Bentley application, the product activation feature prompts a

20 user to activate the application by entering in an activation key. The license server exchanges

21 messages constituting a handshake operation with the product activation code in the application

22 to determine whether the license for the application is valid.   When the product activation code

23 in the application is authorized by the license server, it enables the application in which it is

24 embedded to operate normally. When the product activation code is not authorized by the

25 license server, the application is disabled.

26   16.   By providing these systems, Bentley has, in the past and continues to induce its

27 customers and/or end users to infringe at least Claims 19 and 44 of the '868 Patent, as well as at

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[1] See http://communities.bentley.com/products/licensing/w/licensing__wiki/2772.

COMPLAINT FOR PATENT INFRINGEMENT

1   least Claim 11 of the '765 Patent. For example, end users of the accused products directly

2   infringe at least Claims 19 and 44 of the '868 Patent, as well as at least Claim 11 of the '765

3   Patent, when using or employing these systems.

4   17.   On information and belief, Bentley possessed a specific intent to induce

5   infringement by at a minimum, providing user guides and other sales-related materials, by way

6   of advertising, solicitation, and provision of product instruction materials, instructing its

7   customers and end users on the normal operation of the accused products that infringe the

8   Patents-in-Suit.

9   18.   Bentley has actual notice of the Patents-in-Suit at least as early as the filing of this

10   Complaint. Therefore, Bentley had knowledge of, or was willfully blind to, the existence of the

11   Patents-in-Suit since the time of the filing of this Complaint, if not earlier.

12   19.   By providing these systems, Bentley has, in the past and continues to contribute to

13   the infringement of its customers and/or end users of at least Claims 19 and 44 of the '868

14   Patent, as well as at least Claim 11 of the '765 Patent.

15   20.   Upon information and belief, the product activation feature within Bentley's

16   accused products has no substantial non-infringing uses, and Bentley knows that the product

17   activation feature is especially made or especially adapted for use in a product that infringes the

18   Patents-in-Suit.

19   21.   SoftVault has been damaged as a result of Bentley's infringing conduct. Bentley

20   is, thus, liable to SoftVault in an amount that adequately compensates SoftVault for Bentley's

21   infringement, which, by law, cannot be less than a reasonable royalty, together with interest and

22   costs as fixed by this Court under 35 U.S.C. § 284.

PRAYER FOR RELIEF

24   SoftVault requests that the Court find in its favor and against Bentley, and that the Court

25   grant SoftVault the following relief:

26   a.   Judgment that one or more claims of the Patents-in-Suit have been infringed,

27   either literally and/or under the doctrine of equivalents, by Bentley;

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COMPLAINT FOR PATENT INFRINGEMENT

1   b.   Judgment that Bentley account for and pay to SoftVault all damages to and costs

2   incurred by SoftVault because of Bentley' infringing activities and other conduct

3   complained of herein;

4   c.   That Bentley, its officers, agents, servants and employees, and those persons in

5   active concert and participation with any of them, be permanently enjoined from

6   infringement of the Patents-in-Suit. In the alternative, if the Court finds that an

7   injunction is not warranted, SoftVault requests an award of post judgment royalty

8   to compensate for future infringement;

9   e.   That SoftVault be granted pre-judgment and post-judgment interest on the

10   damages caused to it by reason of Bentley' infringing activities and other conduct

11   complained of herein;

12   f.   That this Court declare this an exceptional case and award SoftVault its

13   reasonable attorney's fees and costs in accordance with 35 U.S.C. § 285; and

14   g.   That SoftVault be granted such other and further relief as the Court may deem just

15   and proper under the circumstances.

16   **JURY DEMAND**

17   Plaintiff hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil

18 Procedure.

19 DATED: June 25, 2015.   /s/ Benedict O'Mahoney
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24   SOFTVAULT SYSTEMS, INC.

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