IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

UNILOC USA, INC. and UNILOC LUXEMBOURG, S.A.,	§ § § §	Civil Action No. 2:16-cv-863
Plaintiffs,	§ § §	
v.	§ §	PATENT CASE
ZENDESK, INC.	§ §	
Defendant.	§ § §	JURY TRIAL DEMANDED

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs, Uniloc USA, Inc. and Uniloc Luxembourg, S.A. (together "Uniloc"), as and for their complaint against defendant, Zendesk, Inc. ("Zendesk"), allege as follows:

THE PARTIES

1.   Uniloc USA, Inc. ("Uniloc USA") is a Texas corporation having a principal place of business at Legacy Town Center I, Suite 380, 7160 Dallas Parkway, Plano Texas 75024. Uniloc also maintains a place of business at 102 N. College, Suite 603, Tyler, Texas 75702.

2.   Uniloc Luxembourg S.A. ("Uniloc Luxembourg") is a Luxembourg public limited liability company having a principal place of business at 15, Rue Edward Steichen, 4th Floor, L-2540, Luxembourg (R.C.S. Luxembourg B159161).

3.   Uniloc Luxembourg owns a number of patents in the field of application management in a computer network.

4.   Upon information and belief, Zendesk is a Delaware corporation having a principal place of business in San Francisco, California 94103 and offers its products, including those accused herein of infringement, to customers and/or potential customers located in Texas

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and in the judicial Eastern District of Texas. Zendesk may be served with process through its

registered agent for service of process: RL&F Service Corp., 920 N. King, Floor 2, Wilmington,

Delaware 19801.

JURISDICTION AND VENUE

5.   Uniloc brings this action for patent infringement under the patent laws of the

United States, 35 U.S.C. § 271 *et seq.* This Court has subject matter jurisdiction pursuant to 28

U.S.C. §§ 1331, 1338(a) and 1367.

6.   Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and

1400(b). Upon information and belief, Zendesk is deemed to reside in this judicial district, has

committed acts of infringement in this judicial district, and/or has purposely transacted business

involving the accused products in this judicial district, including sales to one or more customers

in Texas.

7.   Zendesk is subject to this Court's jurisdiction pursuant to due process and/or the

Texas Long Arm Statute due at least to its substantial business in this State and judicial district,

including: (A) at least part of its past infringing activities, (B) regularly doing or soliciting

business in Texas including b attending conferences and SXSW and/or (C) engaging in persistent

conduct and/or deriving substantial revenue from goods and services provided to customers in

Texas such as the Texas Digital Library, the Texas Education Agency, the Texas Health and

Human Services System, the Mercedes Texas School District, the Texas Alcoholic Beverage

Commission, the Dallas County Community College District, and Favor Delivery.

COUNT I
(INFRINGEMENT OF U.S. PATENT NO. 6,510,466)

8.   Uniloc incorporates paragraphs 1-7 above by reference.

9.   Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 6,510,466 ("the '466 Patent"), entitled METHODS, SYSTEMS AND COMPUTER PROGRAM PRODUCTS FOR CENTRALIZED MANAGEMENT OF APPLICATION PROGRAMS ON A NETWORK that issued on January 21, 2003. A true and correct copy of the '466 Patent is attached as Exhibit A hereto.

10.   Uniloc USA is the exclusive licensee of the '466 Patent with ownership of all substantial rights therein, including the right to grant sublicenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.
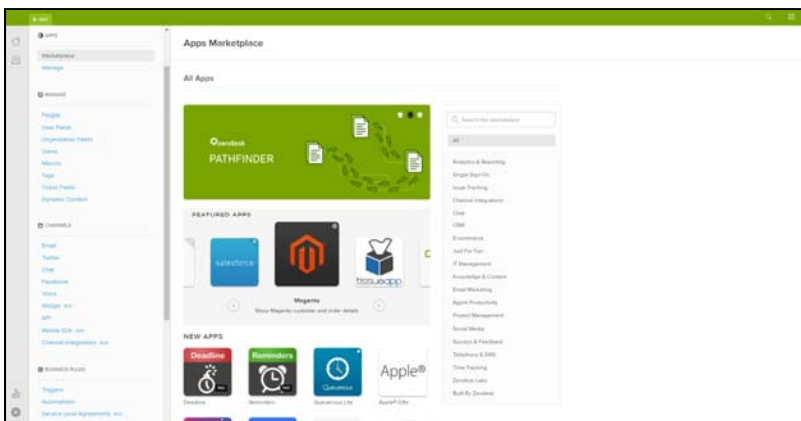
11.   Upon information and belief, the following describes, at least in part, the Zendesk web-browser based service and mobile application based service and its ability to offer multiple applications across different categories, like CRM, e-commerce, time tracking, issue tracking, agent productivity, social media, etc.:
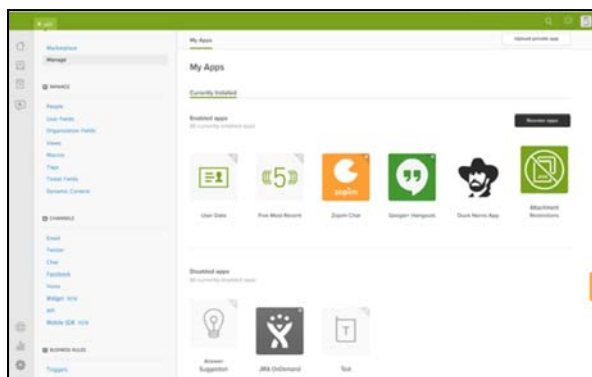

12.   Upon information the following describes, at least in part, the Zendesk web-browser based service and mobile application based service:
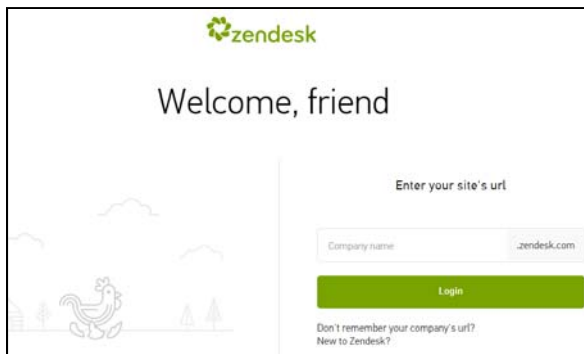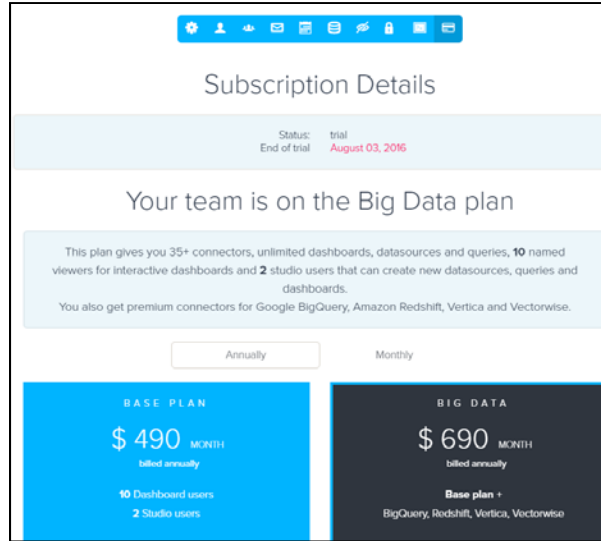
13.   Upon information the following describes, at least in part, the Zendesk web-browser based service and mobile application based service:
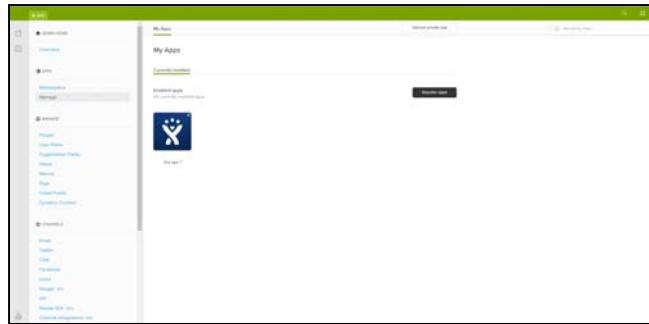

14.   Upon information the following describes, at least in part, the Zendesk web-browser based service and mobile application based service:

15.   Upon information the following describes, at least in part, the Zendesk web-browser based service and mobile application based service:

16.   Upon information the following describes, at least in part, the Zendesk web-browser based service and mobile application based service:
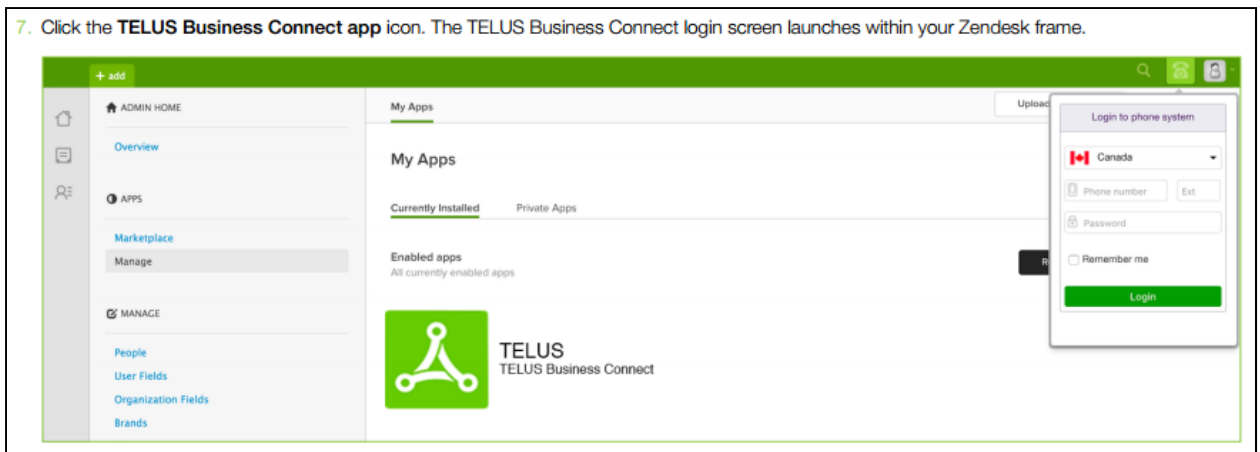

17.   Upon information the following describes, at least in part, the Zendesk web-browser based service and mobile application based service:

18.   Upon information the following describes, at least in part, the Zendesk web-browser based service and mobile application based service:

19.   Upon information the following describes, at least in part, the Zendesk web-browser based service and mobile application based service:
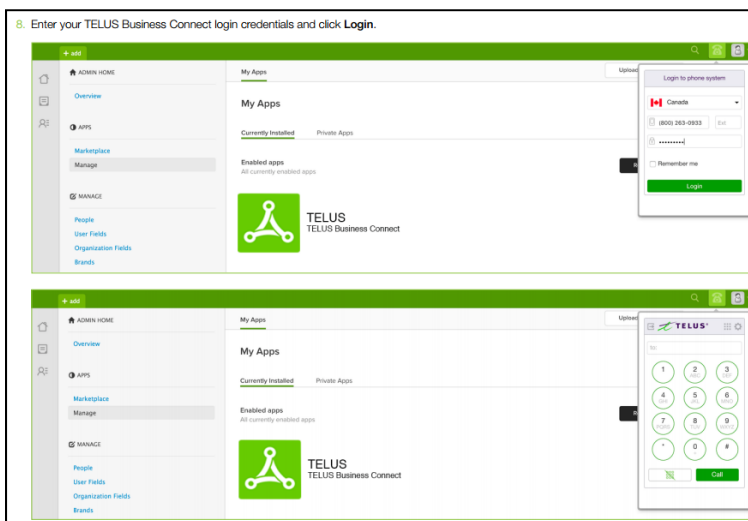

20.   Upon information the following describes, at least in part, the Zendesk web-browser based service and mobile application based service:
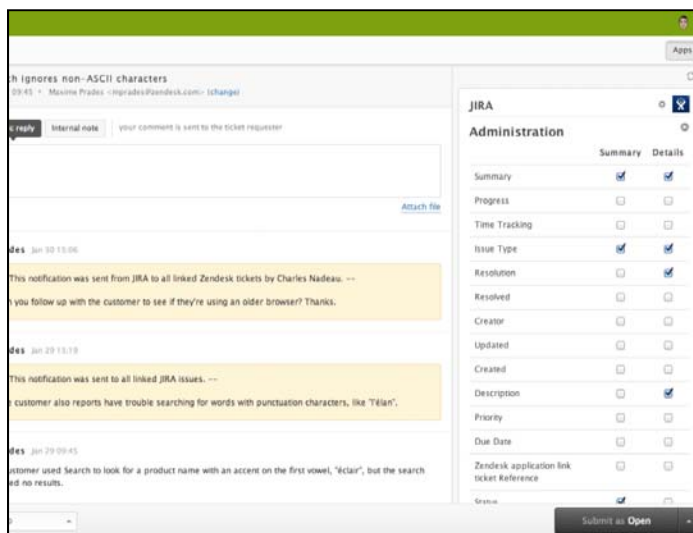
21.   Upon information the following describes, at least in part, the Zendesk web-

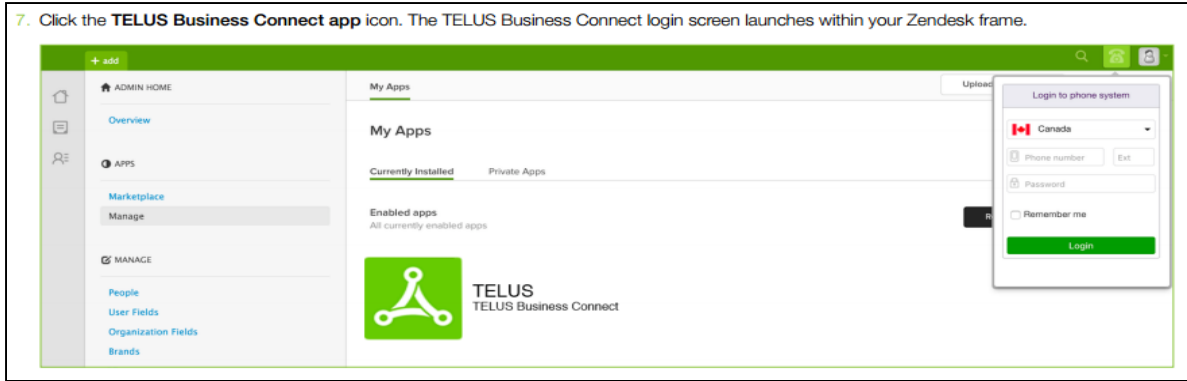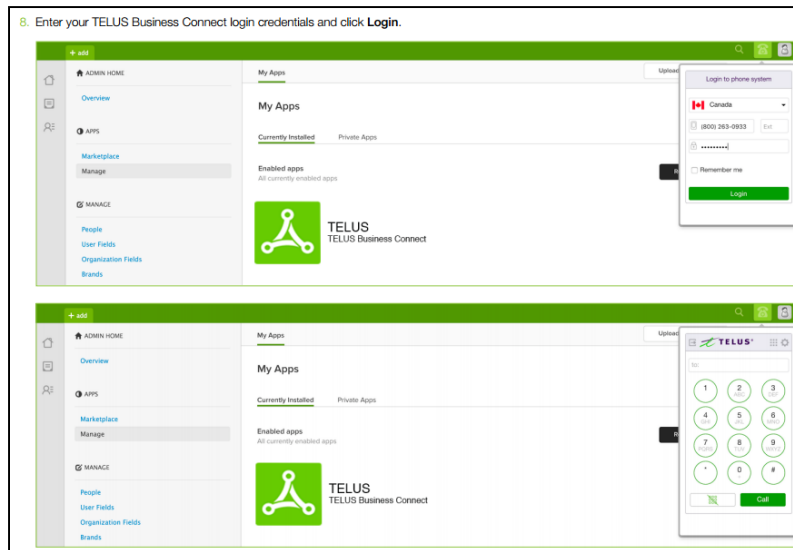browser based service and mobile application based service:

22.   Upon information and belief, the following describes, at least in part, how

Zendesk software distribution and management system works:

Zendesk has a sophisticated technology stack that includes Ruby on Rails, Apache, MySQL Nginx webservers, Unicorn, Reddis, Resque, Ruby workers, mail exim server, and SOLR. Their servers are co-located with Rackspace in Chicago. Rackspace provides them with Fusion-io solid state drives which substantially boost their IO rates. Zendesk is architected

23.   Upon information and belief, the following describes, at least in part, how

Zendesk software distribution and management system works:

Agents

Agents are the bulk of the help desk support staff. They are assigned tickets and interact with customers as needed to resolve support issues. The agent's role and privileges in the help desk are defined by admins and may include the following:

- May be added to more than one group (must be added to at least one)
- Add end-users
- Add public or private comments or both to tickets
- Create and edit their own macros
- Moderate and manage articles in the forums
- Access tickets in one of the following ways:
  - All tickets in the help desk
  - Only tickets assigned to the group or groups to which they belong
  - Only tickets received from the organization to which they belong
  - Only tickets that they are assigned to

Admins can add new agents to the help desk either manually one at a time or as a bulk import operation (you can set the user role in the CSV data file used in a bulk import). Agents can be promoted to the admin role by an admin.

Agents are added to groups. Each agent must be added to at least one group. For more information about groups, see *About organizations and groups*.

24.   Upon information and belief, the following describes, at least in part, how Zendesk software distribution and management system works:

Agents

- Add end-users
- Add end-users to organizations
- Allow end-users to view all the tickets in their organization (if the user belongs to a shared organization, then the user always has access to tickets in the organization)
- Add themselves to an organization
- Create personal views by users, groups, and organizations
- Create macros to assign tickets to a group

25.   Upon information and belief, the following describes, at least in part, how Zendesk software distribution and management system works:

Adding end-users

Admins can add other admins, agents, and end-users. Agents can only add end-users.

To add an end-user
1. Select **Manage > People > Add User**.
2. Enter the end-user's profile information (email address, phone number, etc.).
3. If you use organizations and want to add this end-user to one, select the organization from the drop-down list. If you've set up email mapping, which automatically adds new users to an organization based on their email domain, you can leave this blank.
4. Optionally, enter tags. For more information about user tags, see *Adding tags to users and organizations*.
5. In the **Role - privileges granted to this user** section, select **End-user**.
6. Set the end-user's access to one of the following:
   - Tickets requested by user only
   - Tickets from user's organization (see *Shared organization for end-users* in *Creating, managing, and using organizations*).
7. Click **Create**.

Immediately after you've added the new end-user, they receive a welcome email that contains a verification link that prompts them to choose a password and log in to the help desk for the first time.

Users can also be added in a bulk import. See *Bulk importing users and organizations*.

26.   Upon information and belief, the following describes, at least in part, how Zendesk software distribution and management system works:

Editing and deleting users

All registered users can update their own profiles. Restrictions are only placed on the role and privileges settings. End-users cannot change their role or the organization they belong to. Agents can change their organization but not their group assignments. Admins can change everything for everyone except the account owner.

Deleting users can be done by agents and admins. Agents can delete end-users and admins can delete all users (except for the account owner). You cannot delete end-users that have tickets that are not closed. This also applies to admins and agents. If they are requesters on tickets that aren't closed, you can't delete them. When you delete an admin or agent, all of the tickets they are assigned to become unassigned.

27.   Upon information and belief, the following describes, at least in part, how Zendesk software distribution and management system works:
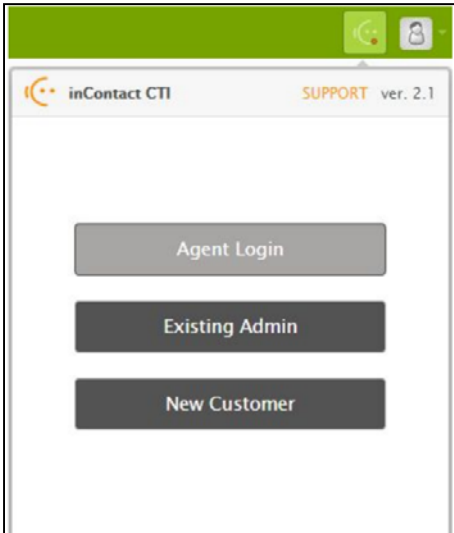
Multiple email addresses for user accounts

A user account can contain multiple email addresses. You can add them in the user's profile (select the Identities tab).

One email address is set as the primary, which means that notifications are sent to that address. You can change the primary email address to any of the other email addresses.

Each time you add an email address, a verification email is sent to that address and must be confirmed before the email address is valid.

28.   Upon information and belief, the following describes, at least in part, how Zendesk software distribution and management system works:

This will be the first menu you see when you open the inContact Agent Console App.

NOTE: If you see the Agent Login Screen instead of this, please click "Back to Home" to return to this menu.

Agents will choose the "Agent Login" button to login to their agent console.

Existing administrators will choose the "Existing Admin" button to make changes to their account.

New customer administrators will click the "New Customer" button to set up their account for the first time.

29.   Upon information and belief, the following describes, at least in part, how Zendesk software distribution and management system works:
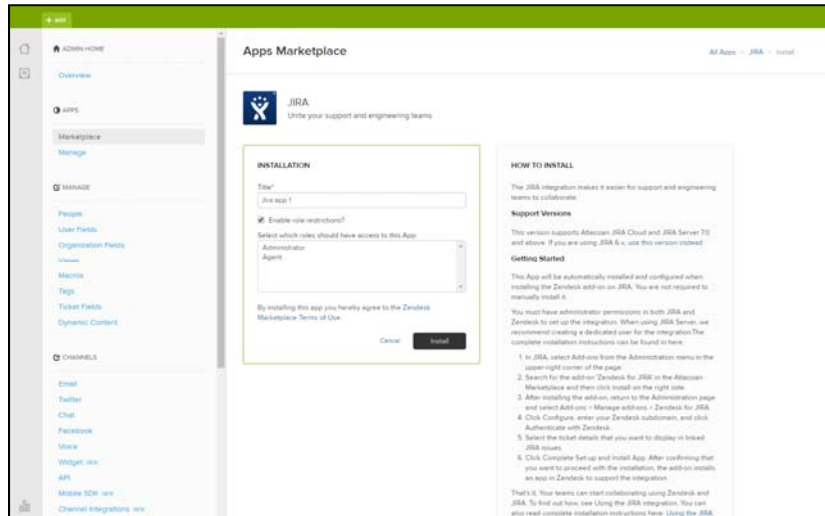
30.   Upon information and belief, the following describes, at least in part, how Zendesk software distribution and management system works:
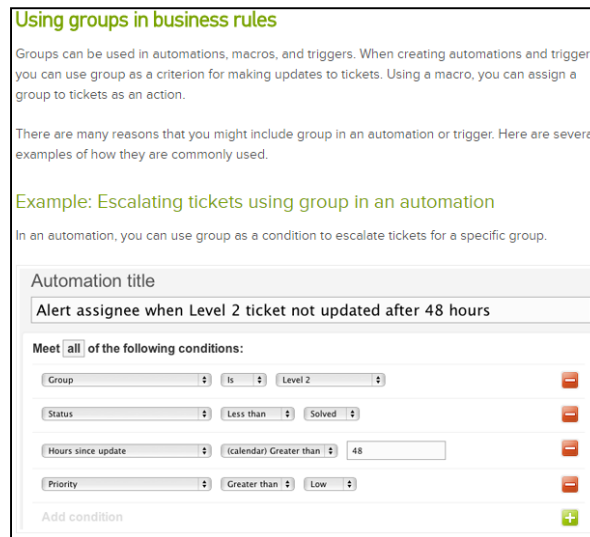
31.   Upon information and belief, the following describes, at least in part, how Zendesk software distribution and management system works:

10

Admins
- Add end-users manually (one at a time) or add many end-users at a time in a bulk import
- Create and edit organizations and groups
- Add end-users to organizations
- Create new agents and add them to one or more groups and one organization
- Limit an agent's access to one or more groups
- Limit an agent's access to requests received from the organization that an agent belongs to
- Set up email mapping (automatically map end-users from specific email domains to an organization)
- Set up group mapping (assigning incoming requests from users in an organization to a specific agent group)
- Set up a shared organization (allow all end-users in an organization to view tickets from all users in the same organization)
- Create both shared and personal views by users, groups, and organizations
- Create business rules (automations, macros, and triggers) that include groups
- Create business rules (automations and triggers) that include organizations
- Create reports that include groups and organizations

32.   Upon information and belief, the following describes, at least in part, how Zendesk software distribution and management system works:
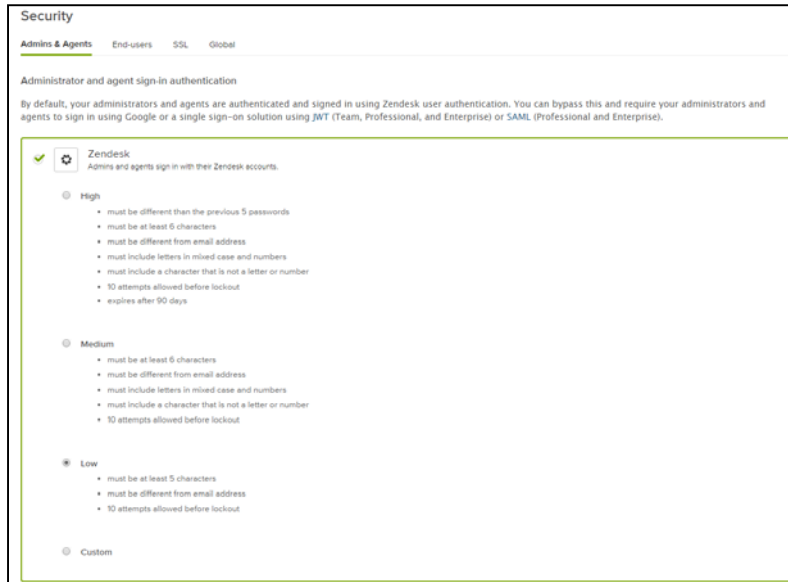

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*Billed annually or $9 month-to-month	*Billed annually or $25 month-to-month	*Billed annually or $59 month-to-month	*Billed annually or $125 month-to-month
• Unlimited email addresses • Twitter and Facebook channels • Basic knowledge base • Web Widget & Mobile SDK • Agent Macros	Essential &... • Branded Help Center • Customer portal • Business rules • Performance Dashboards • Public Apps Marketplace	Team &... • Community forums • Multilingual content • Business hours & SLAs • CSAT surveys • Insights analytics • Custom private apps	Professional &... • Custom agent roles • Multibrand support • Ticket Forms • Multiple schedules • Hourly Insights analytics • Launch Success Program • Auditing & admin controls
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33.   Upon information and belief, the following describes, at least in part, how Zendesk software distribution and management system works:

34.   Upon information and belief, the following describes, at least in part, how Zendesk software distribution and management system works:

35.   Upon information and belief, the following describes, at least in part, how Zendesk software distribution and management system works:

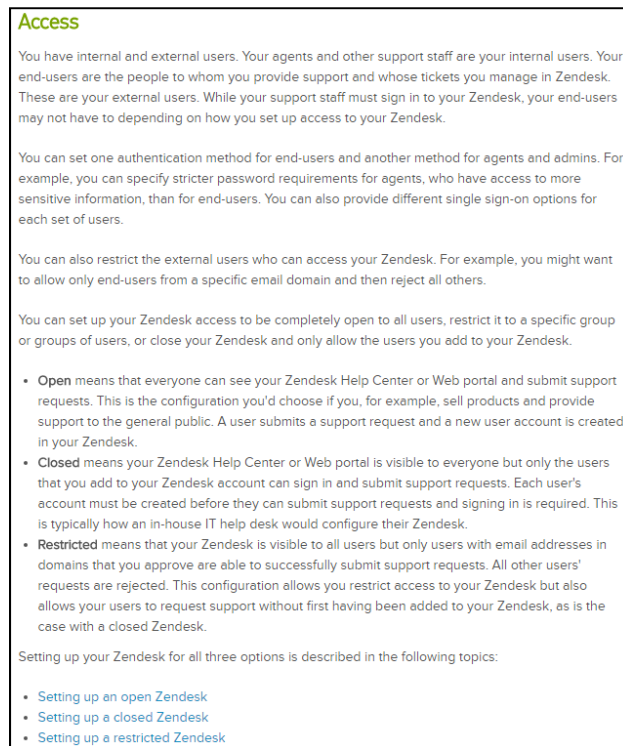36.   Upon information and belief, the following describes, at least in part, how Zendesk software distribution and management system works:

37.   Upon information and belief, the following describes, at least in part, how Zendesk software distribution and management system works:

38.   Upon information and belief, the following describes, at least in part, how Zendesk software distribution and management system works:

39.   Upon information and belief, the following describes, at least in part, how Zendesk software distribution and management system works:
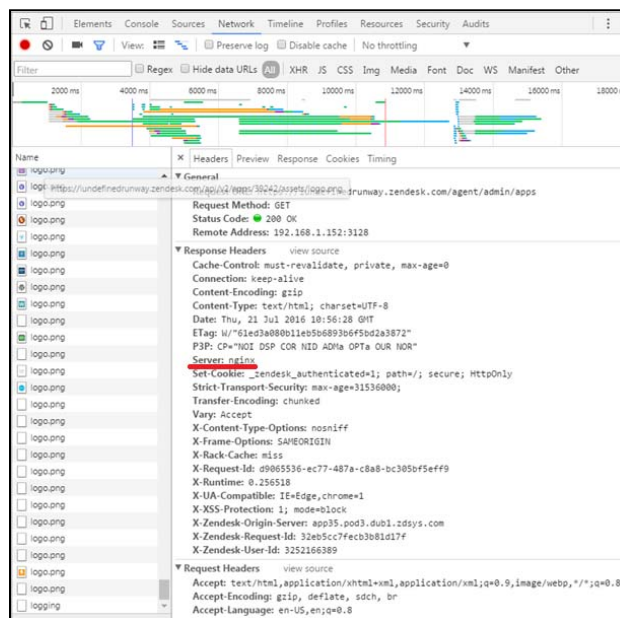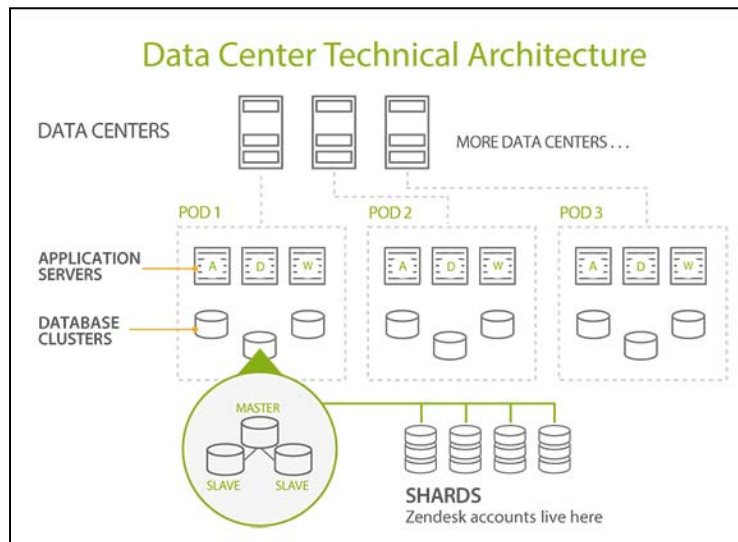

40.   Upon information and belief, the following describes, at least in part, how Zendesk software distribution and management system works:
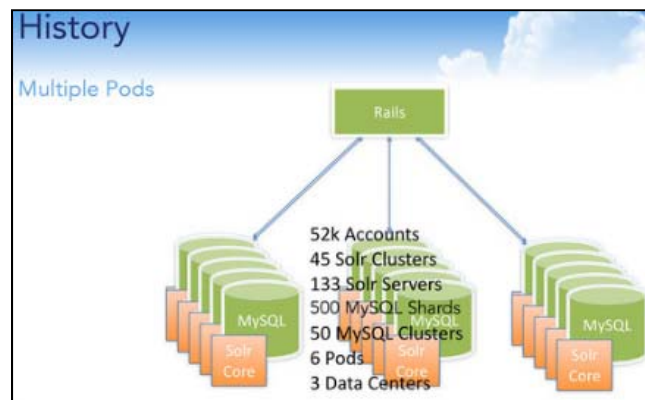
41.   Zendesk has directly infringed, and continues to directly infringe one or more claims of the '466 Patent in this judicial district and elsewhere in Texas, including at least Claims 1-10, 12, 15-20, 22-24, 27, 30-33, 35-37, and 40 literally by or through making, using, importing, offering for sale and/or selling its Zendesk web-browser based service and mobile application based service and associated backend server architecture during the pendency of the '466 Patent which software and associated backend server architecture *inter alia* allows for

installing application programs on a Zendesk server, receiving a login request, establishing a user desktop, receiving a selection of one or more programs displayed in the user desktop and providing a program for execution.

42.   In addition, should the Zendesk software distribution and management system be found to not literally infringe the asserted claims of the '466 Patent, the product would nevertheless infringe the asserted claims of the '466 Patent.   More specifically, the accused Zendesk software distribution and management system performs substantially the same function (making computer software available for digital download/management), in substantially the same way (via a client/server environment), to yield substantially the same result (providing authorized software to a client for execution).   Zendesk would thus be liable for direct infringement under the doctrine of equivalents.

43.   Zendesk has indirectly infringed and continues to indirectly infringe at least claims 1-10, 12, 15-20, 22-24, 27, 30-33, 35-37, and 40 of the '466 Patent in this judicial district and elsewhere in the United States by, among other things, actively inducing the using, offering for sale, selling, or importing the Zendesk software distribution and management system. Zendesk's customers who use the Zendesk software distribution and management system in accordance with Zendesk's instructions directly infringe one or more of the forgoing claims of the '466 Patent in violation of 35 U.S.C. § 271.   Zendesk directly and/or indirectly instructs its customers through training videos, demonstrations, brochures, installation and/or user guides, such as those located at the following:

- www.zendesk.com

- www.support.zendesk.com

- www.youtube.com

Zendesk is thereby liable for infringement of the '466 Patent under 35 U.S.C. § 271(b).

44.   Zendesk has indirectly infringed and continues to indirectly infringe at least claims 1-10, 12, 15-20, 22-24, 27, 30-33, 35-37, and 40 of the '466 Patent in this judicial district and elsewhere in the United States by, among other things, contributing to the direct infringement by others including, without limitation customers using the Zendesk software distribution and management system, by making, offering to sell, selling and/or importing into the United States, a component of a patented machine, manufacture or combination, or an apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringing the '466 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use.

45.   For example, the Zendesk software distribution and management system is a component of a patented machine, manufacture, or combination, or an apparatus for use in practicing a patent process. Furthermore, the Zendesk software distribution and management system is a material part of the claimed inventions and upon information and belief is not a staple article or commodity of commerce suitable for substantial non-infringing use. Zendesk is, therefore, liable for infringement under 35 U.S.C. § 271(c).

46.   Zendesk will have been on notice of the '466 Patent since, at the latest, the service of this complaint upon Zendesk. By the time of trial, Zendesk will have known and intended (since receiving such notice) that its continued actions would actively induce, and contribute to, the infringement of one or more of claims 1-10, 12, 15-20, 22-24, 27, 30-33, 35-37, and 40 of the '466 Patent.

47.   Zendesk may have infringed the '466 Patent through other software utilizing the same or reasonably similar functionality, including other versions of Zendesk's software distribution and management system. Uniloc reserves the right to discover and pursue all such additional infringing software.

48.   Uniloc has been damaged, reparably and irreparably, by Zendesk's infringement of the '466 Patent and such damage will continue unless and until Zendesk is enjoined.

COUNT II
(INFRINGEMENT OF U.S. PATENT NO. 6,324,578)

49.   Uniloc incorporates paragraphs 1-48 above by reference.

50.   Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 6,324,578 ("the '578 Patent"), entitled METHODS, SYSTEMS AND COMPUTER PROGRAM PRODUCTS FOR MANAGEMENT OF CONFIGURABLE APPLICATION PROGRAMS ON A NETWORK that issued on November 27, 2001. A true and correct copy of the '578 Patent is attached as Exhibit B hereto.

51.   Uniloc USA is the exclusive licensee of the '578 Patent with ownership of all substantial rights therein, including the right to grant sublicenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

52.   Zendesk has directly infringed, and continues to directly infringe one or more claims of the '578 Patent in this judicial district and elsewhere in Texas, including at least claims 1-46 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling the Zendesk software distribution and management system during the pendency of the '578 Patent which software and associated backend server architecture *inter alia* allows for installing application programs having a plurality of configurable preferences and authorized users on a network, distributing an application launcher program to a user, the user

obtaining a set of configurable preferences, obtaining an administrator set of configurable preferences and executing the application program using the user and administrator sets of configurable preferences responsive to a request from a user.

53.   In addition, should the Zendesk software distribution and management system be found to not literally infringe the asserted claims of the '578 Patent, the product would nevertheless infringe the asserted claims of the '578 Patent. More specifically, the accused software/system performs substantially the same function (making applications available for download/management), in substantially the same way (via a client/server environment), to yield substantially the same result (distributing application programs to a target on-demand server on a network). Zendesk would thus be liable for direct infringement under the doctrine of equivalents.

54.   Zendesk has indirectly infringed and continues to indirectly infringe at least claims 1-46 of the '578 Patent in this judicial district and elsewhere in the United States by, among other things, actively inducing the using, offering for sale, selling, or importing the Zendesk software distribution and management system. Zendesk's customers who use the Zendesk software distribution and management system in accordance with Zendesk's instructions directly infringe one or more of the forgoing claims of the '578 Patent in violation of 35 U.S.C. § 271. Zendesk directly and/or indirectly instructs its customers through training videos, demonstrations, brochures, installation and/or user guides, such as those located at the following:

- www.zendesk.com

- www.support.zendesk.com

- www.youtube.com

Zendesk is thereby liable for infringement of the '578 Patent under 35 U.S.C. § 271(b).

55.   Zendesk has indirectly infringed and continues to indirectly infringe at least claims 1-46 of the '578 Patent in this judicial district and elsewhere in the United States by, among other things, contributing to the direct infringement by others including, without limitation customers using the Zendesk software distribution and management system, by making, offering to sell, selling and/or importing into the United States, a component of a patented machine, manufacture or combination, or an apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringing the '578 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use.

56.   For example, the Zendesk software distribution and management system is a component of a patented machine, manufacture, or combination, or an apparatus for use in practicing a patent process. Furthermore, the Zendesk software distribution and management system is a material part of the claimed inventions and upon information and belief is not a staple article or commodity of commerce suitable for substantial non-infringing use. Zendesk is, therefore, liable for infringement under 35 U.S.C. § 271(c).

57.   Zendesk will have been on notice of the '578 Patent since, at the latest, the service of this complaint upon Zendesk. By the time of trial, Zendesk will have known and intended (since receiving such notice) that its continued actions would actively induce, and contribute to, the infringement of one or more of claims 1-46 of the '578 Patent.

58.   Zendesk may have infringed the '578 Patent through other software utilizing the same or reasonably similar functionality, including other versions of the Zendesk software

distribution and management system. Uniloc reserves the right to discover and pursue all such additional infringing software.

59.   Uniloc has been damaged, reparably and irreparably, by Zendesk's infringement of the '578 Patent and such damage will continue unless and until Zendesk is enjoined.

COUNT III
(INFRINGEMENT OF U.S. PATENT NO. 7,069,293)

60.   Uniloc incorporates paragraphs 1-59 above by reference.

61.   Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 7,069,293 ("the '293 Patent"), entitled METHODS, SYSTEMS AND COMPUTER PROGRAM PRODUCTS FOR DISTRIBUTION OF APPLICATION PROGRAMS TO A TARGET STATION ON A NETWORK that issued on June 27, 2006. A true and correct copy of the '293 Patent is attached as Exhibit C hereto.

62.   Uniloc USA is the exclusive licensee of the '293 Patent with ownership of all substantial rights therein, including the right to grant sublicenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

63.   Zendesk has directly infringed, and continues to directly infringe one or more claims of the '293 Patent in this judicial district and elsewhere in Texas, including at least claims 1, 6, 7, 12, 15, 16, 17, and 21 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling the Zendesk software distribution and management system during the pendency of the '293 Patent which software and associated backend server architecture *inter alia* allow for providing an application program for distribution to a network server, specifying source and target directories for the program to be distributed, preparing a file packet associated with the program including a segment configured

to initiate registration and distributing the file packet to the target on-demand server to make the program available for use by a client user.

64.   In addition, should the Zendesk software distribution and management system be found to not literally infringe the asserted claims of the '293 Patent, the product would nevertheless infringe the asserted claims of the '293 Patent. More specifically, the accused Zendesk software distribution and management system performs substantially the same function (distributing application programs to a target on-demand server on a network), in substantially the same way (via a client/server environment to target on-demand users), to yield substantially the same result (making application programs available for use by target on-demand users). Zendesk would thus be liable for direct infringement under the doctrine of equivalents.

65.   Zendesk has indirectly infringed and continues to indirectly infringe at least claims 1, 6, 7, 12, 15, 16, 17, and 21 of the '293 Patent in this judicial district and elsewhere in the United States by, among other things, actively inducing the using, offering for sale, selling, or importing the Zendesk software distribution and management system. Zendesk's customers who use the Zendesk software distribution and management system in accordance with Zendesk's instructions directly infringe one or more of the forgoing claims of the '293 Patent in violation of 35 U.S.C. § 271. Zendesk directly and/or indirectly instructs its customers through training videos, demonstrations, brochures, installation and/or user guides, such as those located at the following:

- www.zendesk.com

- www.support.zendesk.com

- www.youtube.com

Zendesk is thereby liable for infringement of the '293 Patent under 35 U.S.C. § 271(b).

66.   Zendesk has indirectly infringed and continues to indirectly infringe at least claims 1, 6, 7, 12, 15, 16, 17, and 21 of the '293 Patent in this judicial district and elsewhere in the United States by, among other things, contributing to the direct infringement by others including, without limitation customers using the Zendesk software distribution and management system, by making, offering to sell, selling and/or importing into the United States, a component of a patented machine, manufacture or combination, or an apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringing the '293 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use.

67.   For example, the Zendesk software distribution and management system is a component of a patented machine, manufacture, or combination, or an apparatus for use in practicing a patent process. Furthermore, the Zendesk software distribution and management system is a material part of the claimed inventions and upon information and belief is not a staple article or commodity of commerce suitable for substantial non-infringing use. Zendesk is, therefore, liable for infringement under 35 U.S.C. § 271(c).

68.   Zendesk will have been on notice of the '293 Patent since, at the latest, the service of this complaint upon Zendesk. By the time of trial, Zendesk will have known and intended (since receiving such notice) that its continued actions would actively induce, and contribute to, the infringement of one or more of claims 1, 6, 7, 12, 15, 16, 17, and 21 of the '293 Patent.

69.   Zendesk may have infringed the '293 Patent through other software utilizing the same or reasonably similar functionality, including other versions of the Zendesk software distribution and management system. Uniloc reserves the right to discover and pursue all such additional infringing software.

70.   Uniloc has been damaged, reparably and irreparably, by Zendesk's infringement of the '293 Patent and such damage will continue unless and until Zendesk is enjoined.

PRAYER FOR RELIEF

Uniloc requests that the Court enter judgment against Zendesk as follows:

(A)   that Zendesk has infringed the '466 Patent, the '578 Patent, and the '293 Patent;

(B)   awarding Uniloc its damages suffered as a result of Zendesk's infringement of the '466 Patent, the '578 Patent, and the '293 Patent pursuant to 35 U.S.C. § 284;

(C)   enjoining Zendesk, its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries and parents, and all others acting in concert or privity with it from infringing the '466 Patent, the '578 Patent, and the '293 Patent pursuant to 35 U.S.C. § 283;

(D)   awarding Uniloc its costs, attorneys' fees, expenses and interest, and

(E)   granting Uniloc such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Uniloc hereby demands trial by jury on all issues so triable pursuant to Fed. R. Civ. P. 38.

Dated: August 2, 2016   Respectfully submitted,

                                         /s/ Craig Tadlock
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