

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

GREATER BOSTON AUTHENTICATION SOLUTIONS, LLC,	§	
	§	
Plaintiff,	§	Civil Action No.
	§	
v.	§	PATENT CASE
	§	
JUNIPER NETWORKS, INC.,	§	
	§	
Defendant.	§	JURY TRIAL DEMANDED
	§	

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff, Greater Boston Authentication Solutions, LLC (“GBAS”), as and for its complaint against defendant, Juniper Networks, Inc. (“Juniper”), alleges as follows:

THE PARTIES

1. Greater Boston Authentication Solutions, LLC (“GBAS”) is a Massachusetts corporation having a principal place of business at 195 Bridle Path, North Andover, MA 01845.
2. GBAS owns a number of patents in the field of authorizing the unlocking of electronic data using cryptographic authentication.
3. Upon information and belief, Juniper is a Delaware corporation having a regular and established place of business at 10 Technology Park Dr, Westford, MA 01886.
4. Upon information and belief, Juniper offers its software products with Juniper License and Product Activation technologies, including those accused herein of infringement, to customers and/or potential customers located in the judicial district of Massachusetts. Juniper may

be served with process through its registered agent in Massachusetts: C.T. Corporations Systems, 155 Federal Street, Suite 700, Boston, MA 02110.

JURISDICTION AND VENUE

5. GBAS 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, Juniper is deemed to reside in this judicial district, has a regular and established place of business in this judicial district, has committed acts of infringement in this judicial district, and has purposely transacted business involving the accused products in Massachusetts and this judicial district.

7. Juniper is subject to this Court's jurisdiction pursuant to due process and/or the Massachusetts Long Arm Statute due at least to its substantial presence and business in this State and judicial district, including: (A) at least part of its infringing activities, (B) regularly doing and/or soliciting business in Massachusetts and (C) engaging in persistent conduct and/or deriving substantial revenue from goods and services provided to customers in Massachusetts.

COUNT I

(INFRINGEMENT OF U.S. PATENT NO. 7,346,583)

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

9. GBAS is the owner, by assignment, of U.S. Patent No. 7,346,583 ("the '583 Patent"), entitled REMOTE AUTHORIZATION FOR UNLOCKING ELECTRONIC DATA SYSTEM AND METHOD that issued on March 18, 2008. A true and correct copy of the '583 Patent is attached as Exhibit A hereto.

10. GBAS has all substantial rights in the '583 Patent, including the right to grant licenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

11. Upon information and belief, below is Juniper's overview description of its License and Product Activation software:



Electronic Fulfillment of Feature, Capacity and Subscription License Activation Keys via the License Management System (LMS)

SOURCE: https://www.juniper.net/generate_license/990512.pdf

Overview

Juniper's products utilize a variety of licensing models. Most of our products—outside of our higher-end IPG products—use license activation keys to enable features, capacity and subscriptions in individual systems, appliances and standalone software products.

To enable customers to obtain activation keys very soon after receiving a customer's order, Juniper increasingly employs electronic email fulfillment of ordered items and on-line self service generation of license activation keys..

This document explains product license activation keys, Juniper's related ordering, electronic fulfillment and key generation processes. It presents what a customer should expect.

SOURCE: https://www.juniper.net/generate_license/990512.pdf

12. Upon information and belief, below is Juniper's description of License Activation Keys in Juniper's Licensing and Activation software, which, *inter alia*, uses the presence of a valid digital signature on license information to protect Juniper software products from unauthorized use:

License Activation Key:

A character sequence or small file signed with a highly secure Juniper private cryptographic key, which conveys to the O/S or standalone software information about what is unlocked and allowed to run. It is also known as "Product Activation Key," "License key," or sometime simply as the "License." These are issued and signed only by Juniper's highly secure back office systems.

- Each O/S supports one key format. Across Juniper product lines, many key formats are used.
- License Activation Keys are almost always "locked" to only a single specific system, appliance or installation ("node locked") in one of these ways
 - to a specific self aware hardware system via the chassis SN or some other attribute of the appliance
 - to a specific software installation ID generated by software at time of installation
 - to a specific version of the standalone software
- Each key can convey one or more features

SOURCE: https://www.juniper.net/generate_license/990512.pdf

13. Juniper has directly infringed one or more claims of the '583 Patent in the United States during the pendency of the '583 Patent, including at least claims 1-2, 5-11, 14-20, 23-29, and 32-36 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling Juniper Product Activation software during the pendency of the '583 Patent which software *inter alia* allows for generating, with a digital signature algorithm, a verification key; combining software and the verification key to create distributable software; inputting identifying information, with the identifying information including user-identifying information, licensing information, batch number, user token date or time, or with the identifying information including a hash of user-identifying information, licensing information, batch number, user token, date or time, to a user-key generator; converting, with the user-key generator, the identifying information to a numeric representation; generating, using the numeric representation, a user key, with the digital signature algorithm; conveying the user key to the user computer system; and verifying, with the verification key, a relationship between the user key and the identifying information to determine an access level to the software.

14. In addition, should the Juniper Product Activation software be found to not literally infringe the asserted claims of the '583 Patent, the product would nevertheless infringe the asserted

claims of the '583 Patent. More specifically, the accused software performs substantially the same function (controlling the unauthorized use of software), in substantially the same way (via a verification key, generated with a digital signature algorithm, to verify a relationship between identifying information and a user key), to yield substantially the same result (determining an access level to the software). Juniper would thus be liable for direct infringement under the doctrine of equivalents.

15. Juniper may have infringed the '583 Patent through other software utilizing the same or reasonably similar functionality, including other versions of the Juniper Product Activation software. GBAS reserves the right to discover and pursue all such additional infringing software.

16. GBAS has been damaged by Juniper's infringement of the '583 Patent.

COUNT II
(INFRINGEMENT OF U.S. PATENT NO. 6,567,793)

17. GBAS incorporates paragraphs 1-16 above by reference.

18. GBAS is the owner, by assignment, of U.S. Patent No. 6,567,793 ("the '793 Patent"), entitled REMOTE AUTHORIZATION FOR UNLOCKING ELECTRONIC DATA SYSTEM AND METHOD that issued on May 20, 2003. A true and correct copy of the '793 Patent is attached as Exhibit B hereto.

19. GBAS has all substantial rights in the '793 Patent, including the right to grant licenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

20. Juniper has directly infringed one or more claims of the '793 Patent in the United States during the pendency of the '793 Patent, including at least claims 1-2, 5-10, 12, 15-20, 23-

28, 30, and 33-36 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling the Juniper License and Product Activation software during the pendency of the '793 Patent which software *inter alia* allows for generating, with a digital signature algorithm, a verification key with a product key generator; combining software and the verification key to create distributable software; distributing the distributable software to a user within a group of users; inputting group identifying information to a user-key generator; converting, by the user-key generator, the group-identifying information to a numeric representation; generating, using the numeric representation, a user key with the digital signature algorithm; conveying the user key to the user computer system; and verifying, with the verification key, a relationship between the user key and the group-identifying information to determine an access level to the protected software.

21. In addition, should the Juniper License and Product Activation software be found to not literally infringe the asserted claims of the '793 Patent, the product would nevertheless infringe the asserted claims of the '793 Patent. More specifically, the accused software performs substantially the same function (controlling the unauthorized use of software distributed to a group of users), in substantially the same way (via a verification key, generated with a digital signature algorithm, to verify a relationship between group-identifying information and a user key), to yield substantially the same result (determining an access level to the protected software).

22. Juniper may have infringed the '793 Patent through other software utilizing the same or reasonably similar functionality, including other versions of the Juniper License and Product Activation software. Juniper reserves the right to discover and pursue all such additional infringing software.

23. GBAS has been damaged by Juniper's infringement of the '793 Patent.

COUNT III
(INFRINGEMENT OF U.S. PATENT NO. 5,982,892)

24. GBAS incorporates paragraphs 1-23 above by reference.

25. GBAS is the owner, by assignment, of U.S. Patent No. 5,982,892 (“the ‘892 Patent”), entitled SYSTEM AND METHOD FOR REMOTE AUTHORIZATION FOR UNLOCKING ELECTRONIC DATA that issued on November 9, 1999. A true and correct copy of the ‘892 Patent is attached as Exhibit C hereto.

26. GBAS has all substantial rights in the ‘892 Patent, including the right to grant licenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

27. Juniper has directly infringed one or more claims of the ‘892 Patent in the United States during the pendency of the ‘892, including at least claims 1-2, 5-10, 12, and 15-18 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling its Juniper Product Activation software during the pendency of the ‘892 Patent, which software *inter alia* allows for generating, with a digital signature algorithm, a verification key with a product key generator; combining software and the verification key to create distributable software; distributing the distributable software to a user; installing the distributable software on a user computer system as protected software; inputting user-identifying information to a user-key generator; converting, by the user key generator, the user-identifying information to a numeric representation; generating, using the numeric representation, a user key with the digital signature algorithm; conveying the user key to the user computer system; and verifying, with the verification key, a relationship between the user key and the user identifying information to determine an access level to the software..

28. In addition, should the Juniper Product Activation software be found to not literally infringe the asserted claims of the '892 Patent, the product would nevertheless infringe the asserted claims of the '892 Patent. More specifically, the accused software performs substantially the same function (controlling the unauthorized use of software), in substantially the same way (via a verification key, generated with a digital signature algorithm, to verify a relationship between identifying information and a user key), to yield substantially the same result (determining an access level to the software). Juniper would thus be liable for direct infringement under the doctrine of equivalents.

29. Juniper may have infringed the '892 Patent through other software utilizing the same or reasonably similar functionality, including other versions of the Juniper Product Activation software. GBAS reserves the right to discover and pursue all such additional infringing software.

30. GBAS has been damaged by Juniper's infringement of the '892 Patent.

PRAYER FOR RELIEF

GBAS requests that the Court enter judgment against Juniper as follows:

- (A) Juniper has infringed the '583 Patent, the '793 Patent, and the '892 Patent;
- (B) awarding GBAS its damages suffered as a result of Juniper's infringement of the '583 Patent, the '793 Patent, and the '892 Patent;
- (C) awarding GBAS its costs, attorneys' fees, expenses and interest, and
- (D) granting GBAS such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

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

Date: February 2, 2018

Respectfully submitted,

/s/ Paul J. Hayes

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ATTORNEYS FOR THE PLAINTIFF