

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

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GREATER BOSTON		§	
AUTHENTICATION SOLUTIONS, LLC,		§	
		§	Civil Action No.
Plaintiff,		§	
		§	
v.		§	PATENT CASE
		§	
SIEMENS PLM		§	
SOFTWARE,		§	
		§	
		§	
Defendant.		§	JURY TRIAL DEMANDED
<hr/>		§	

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff, Greater Boston Authentication Solutions, LLC (“GBAS”), as and for its complaint against defendant, Siemens PLM Software (“Siemens”), 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, Siemens is a foreign corporation organized under the laws of the state of Delaware having a regular and established place of business at 200 5th Ave., Waltham, MA 02451.
4. Upon information and belief, Siemens offers its software products with Siemens Product Activation and Licensing technologies, including those accused herein of infringement, to

customers and/or potential customers located in the judicial district of Massachusetts. Siemens 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, Siemens 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. Siemens 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 a description from Siemens' website providing an overview of the operation of Siemens' Product Activation and Licensing software:

Fundamentals of Siemens PLM Licensing

Siemens PLM Licensing manages licenses in a network and implements the concept of the license server. The license server processes a license request and responds to the client. If a license is available, it is granted and the application is allowed to continue. If not, the application is notified of an error and the application reacts accordingly.

12. Upon information and belief, the below description from Siemens' website details the contents of License Files generated by Siemens' Product Activation and Licensing software:

License File (splm.lic)

The license file is a text file that stores the licensing data. The license file (splm.lic) must be accessible to each machine designated as a license server. The license file contains all of the site-specific information required by Siemens PLM Licensing. This includes:

1. Server Names
2. Host Identifiers
3. Vendor Daemon Name
4. PACKAGE Information (Optional)
5. INCREMENT / FEATURE Information

13. Upon information and belief, the below description and table from Siemens' website demonstrates that the Siemens Product Activation and Licensing software uses the presence of a valid digital signature to protect Siemens software products from unauthorized use:

Editable Parameters of the License File

Within the Siemens PLM Software license file, you have the option to modify three of the data items.

- hostnames on the SERVER line(s)
- port numbers on SERVER line(s)
- user_info on INCREMENT / FEATURE line(s)

Everything else is used to compute the license signature and must not be edited.

Note Do not change the user_info field for the feature "server_id".

Note All data in the license file is case sensitive unless otherwise indicated.

name	The name given to the license module by Siemens PLM Software.
vendor daemon	The name of the Siemens PLM Software vendor daemon, ugsimd, that serves this feature.
version	The highest version of this feature that is supported by this license.
exp. date	The expiration date. (If this field is set to "permanent", then the license never expires.)
# of licenses	The number of floating licenses for this feature.
HOSTID=hostid	A host identifier supported by Siemens PLM Software. Used only if the feature is to be bound to a particular host.
SUPERSEDE	All licenses issued before the date specified in ISSUED= are superseded by this line and become ineffective.
DUP_GROUP=UHD	Allows a single user, host, and display combination to use only one license seat.
user_info="<Optional Text>"	Describes the licensed product in more detail.
ISSUED=dd-mmm-yyyy	The date the product version was released.
BORROW=nnnn	The maximum number of hours a feature can be borrowed.
ck=nnn	A checksum value, useful with the "lmutil lmcksum" command, which verifies that the license has been entered correctly.
SIGN="nnnn ... nnnn"	A hexadecimal number that "authenticates" the readable license file text, ensuring that the license text has not been modified.

14. Siemens 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, 5-12, 14-21, 23-30, and 32-36 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling Siemens Product Activation and Licensing 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.

15. In addition, should the Siemens Product Activation and Licensing 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). Siemens would thus be liable for direct infringement under the doctrine of equivalents.

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

17. GBAS has been damaged by Siemens' infringement of the '583 Patent.

COUNT II

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

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

19. 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.

20. 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.

21. Siemens 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 Siemens Product Activation and Licensing 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.

22. In addition, should the Siemens Product Activation and Licensing 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).

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

24. GBAS has been damaged by Siemens' infringement of the '793 Patent.

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

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

26. 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.

27. 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.

28. Siemens 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 Siemens Product Activation and Licensing 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..

29. In addition, should the Siemens Product Activation and Licensing 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). Siemens would thus be liable for direct infringement under the doctrine of equivalents.

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

31. GBAS has been damaged by Siemens' infringement of the '892 Patent.

PRAYER FOR RELIEF

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

- (A) Siemens has infringed the '583 Patent, the '793 Patent, and the '892 Patent;
- (B) awarding GBAS its damages suffered as a result of Siemens' 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