

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

THE PARTIES

- 1

accused herein of infringement, to customers and/or potential customers located in the judicial district of Massachusetts. Schneider Electric may be served with process through its registered agent in Massachusetts: Corporation Service Company, 84 State St., Boston, MA 02109.

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. § 1400(b). Schneider Electric has a regular and established place of business at Boston One Campus, 800 Federal St, Andover, Massachusetts 01810.

7. Schneider Electric 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 Boston, 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, the following describes generally the Schneider Electric Product Licensing and Activation software:

The general activation principle is to send an activation request to Schneider Electric and subsequently to receive an activation response from Schneider Electric. The data in the activation request provides information to the Schneider Electric License Server about the licensee, the software product and the Enterprise License Server where the license will be activated. The data in the activation response is validated by the Schneider Electric Floating License Manager to allow operation of the software product within the scope of your license.

Source: Schneider Electric Floating License Manager 12/2012

12. Upon information and belief, the following images describe the Schneider Electric Licensing and Activation software, including the use of license files protected using digital signature technology:

file-based license

A file-based license

- is used for dongle licenses and corporate licenses.
- can be a node-locked or a floating license.
- License information is stored in a license file, which has a first level of protection with digital signature.

Configure the location of the license file to use a file-based license.

Source: Schneider Electric Floating License Manager 12/2012

Corporate Licenses

A Corporate License:

- is based on special agreements between your company and Schneider Electric.
- is a node-locked license.
- can be used on any local PC of your company.
- includes company information in the license file.
- The license information is stored in a license file which has a first level of protection with digital signature.
- The license file is located in a specific folder on your local PC. The correct folder is opened automatically if you click the **Open** button in the **Options** → **Settings** dialog of the Schneider Electric License Manager.

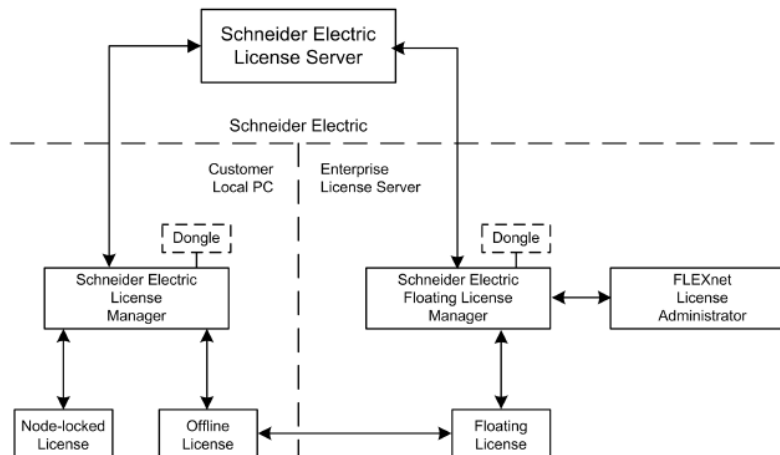
Source: Schneider Electric Floating License Manager 12/2012

13. Upon information and belief, the following image shows an overview of the Schneider Electric Licensing and Activation software:

License Architecture

Introduction

Schneider Electric software licenses are managed in the following way:

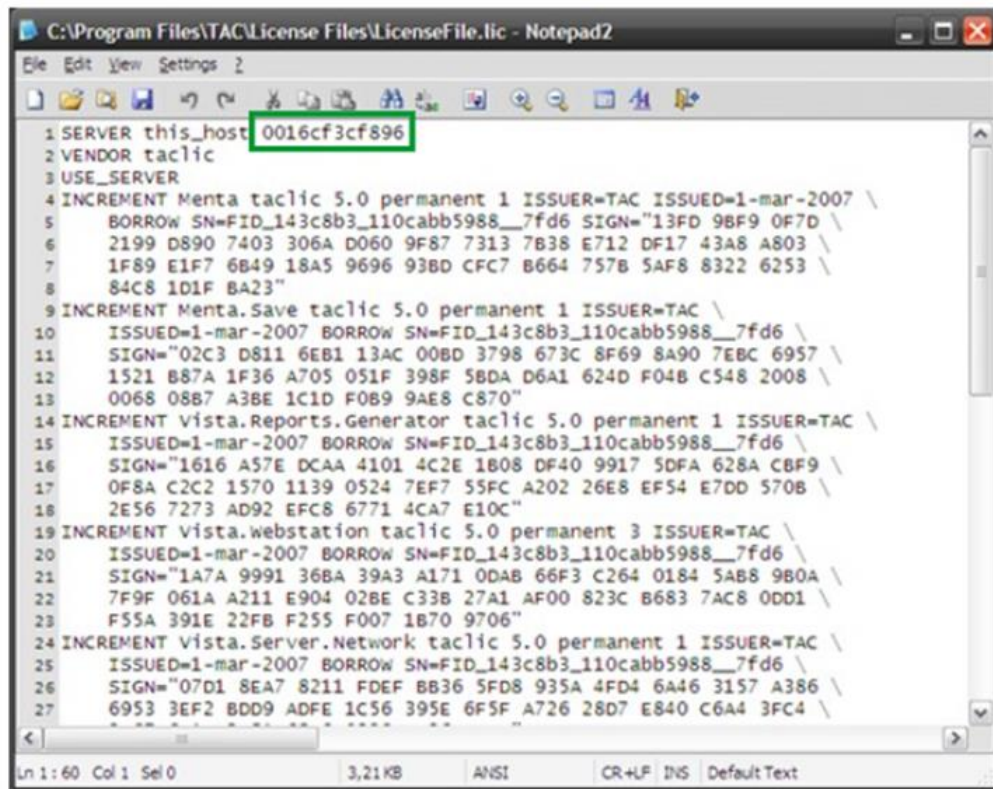


Schneider Electric License Server

The Schneider Electric License Server is a server hosted by Schneider Electric, which manages the license information. You need to exchange information with the Schneider Electric License Server to activate a license to your local PC or to your Enterprise License Server.

14. Upon information and belief, the following image shows an example of a Schneider Electric license file containing a license signature generated with a digital signature algorithm to protect against the unauthorized/unlicensed use of Schneider Electric software:

License File Example



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C:\Program Files\TAC\License Files\LicenseFile.lic - Notepad2
File Edit View Settings 2
1 SERVER this_host 0016cf3cf896
2 VENDOR taclic
3 USE_SERVER
4 INCREMENT Menta taclic 5.0 permanent 1 ISSUER=TAC ISSUED=1-mar-2007 \
5 BORROW SN=FID_143c8b3_110cabb5988__7fd6 SIGN="13FD 9BF9 0F7D \
6 2199 D890 7403 306A D060 9F87 7313 7B38 E712 DF17 43A8 A803 \
7 1F89 E1F7 6B49 18A5 9696 93BD CFC7 B664 757B 5AF8 8322 6253 \
8 84C8 1D1F BA23"
9 INCREMENT Menta.Save taclic 5.0 permanent 1 ISSUER=TAC \
10 ISSUED=1-mar-2007 BORROW SN=FID_143c8b3_110cabb5988__7fd6 \
11 SIGN="02C3 D811 6EB1 13AC 00BD 3798 673C 8F69 8A90 7EBC 6957 \
12 1521 B87A 1F36 A705 051F 398F 5BDA D6A1 624D F04B C548 2008 \
13 0068 0887 A3BE 1C1D F0B9 9AE8 C870"
14 INCREMENT Vista.Reports.Generator taclic 5.0 permanent 1 ISSUER=TAC \
15 ISSUED=1-mar-2007 BORROW SN=FID_143c8b3_110cabb5988__7fd6 \
16 SIGN="1616 A57E DCAA 4101 4C2E 1B08 DF40 9917 5DFA 628A C8F9 \
17 0F8A C2C2 1570 1139 0524 7EF7 55FC A202 26E8 EF54 E7DD 570B \
18 2E56 7273 AD92 EFC8 6771 4CA7 E10C"
19 INCREMENT Vista.webstation taclic 5.0 permanent 3 ISSUER=TAC \
20 ISSUED=1-mar-2007 BORROW SN=FID_143c8b3_110cabb5988__7fd6 \
21 SIGN="1A7A 9991 36BA 39A3 A171 0DAB 66F3 C264 0184 5AB8 980A \
22 7F9F 061A A211 E904 02BE C33B 27A1 AF00 823C B683 7AC8 0DD1 \
23 F55A 391E 22FB F255 F007 1B70 9706"
24 INCREMENT Vista.Server.Network taclic 5.0 permanent 1 ISSUER=TAC \
25 ISSUED=1-mar-2007 BORROW SN=FID_143c8b3_110cabb5988__7fd6 \
26 SIGN="07D1 8EA7 8211 DDEF BB36 5FD8 935A 4FD4 6A46 3157 A386 \
27 6953 3EF2 BDD9 ADDE 1C56 395E 6F5F A726 28D7 E840 C6A4 3FC4 \
Ln 1: 60 Col 1 Sel 0 3,21KB ANSI CR+LF INS Default Text

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TAC Vista Licensing
Schneider Electric Buildings - TAC Vista Licensing

15. Schneider Electric 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 Schneider Electric Licensing and 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.

16. In addition, should the Schneider Electric Licensing and 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). Schneider Electric would thus be liable for direct infringement under the doctrine of equivalents.

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

18. GBAS has been damaged by Schneider Electric's infringement of the '583 Patent.

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

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

20. 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.

21. 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.

22. Schneider Electric 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, 33-36 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling the Schneider Electric Licensing and 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.

23. In addition, should the Schneider Electric Licensing and 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 the relationship between group-identifying information and a user key), to yield substantially the same result (determining an access level to the protected software).

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

25. GBAS has been damaged by Schneider Electric's infringement of the '793 Patent.

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

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

27. 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.

28. 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.

29. Schneider Electric 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 1-3, 6-10, 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 Schneider Electric Licensing and 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..

30. In addition, should the Schneider Electric Licensing and 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 the relationship between identifying information and a user key), to yield substantially the same result (determining an access level to the software). Schneider Electric would thus be liable for direct infringement under the doctrine of equivalents.

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

32. GBAS has been damaged by Schneider Electric's infringement of the '892 Patent.

PRAYER FOR RELIEF

GBAS requests that the Court enter judgment against Schneider Electric as follows:

(A) Schneider Electric has infringed the '583 Patent, the '793 Patent, and the '892 Patent;

- (B) awarding GBAS its damages suffered as a result of Schneider Electric'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: March 19, 2018

Respectfully submitted,

/s/ Paul J. Hayes

Paul J. Hayes

James J. Foster

PRINCE LOBEL TYE LLP

One International Place, Suite 3700

Boston, MA 02110

Tel: (617) 456-8000

Email: phayes@princelobel.com

Email: jfoster@princelobel.com

ATTORNEYS FOR THE PLAINTIFF