

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

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

**ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff, Greater Boston Authentication Solutions, LLC (“GBAS”), as and for its complaint against the Defendant, Keysight Technologies (“Keysight”), 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, Keysight is a foreign corporation organized under the laws of the State of Delaware and having a regular and established place of business at 40 Shattuck Rd., Andover, MA 01810.

4. Upon information and belief, Keysight offers its software products with Keysight License Management and Activation software, including those accused herein of infringement, to customers and/or potential customers located in the judicial district of Massachusetts. Keysight

may be served with process through its registered agent in Massachusetts: C T Corporation System, 155 Federal Street, Ste. 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. § 1400(b). Keysight has a regular and established place of business at 40 Shattuck Rd., Andover, Massachusetts 01810.

7. Keysight 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.

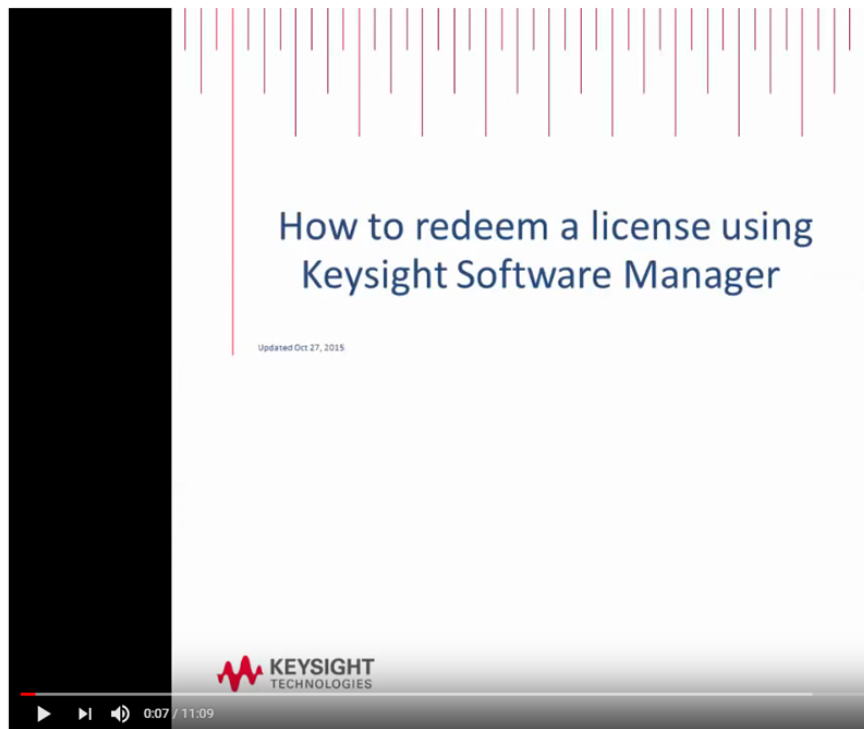
**COUNT I**  
(INFRINGEMENT OF U.S. PATENT NO. 7,346,583)

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.

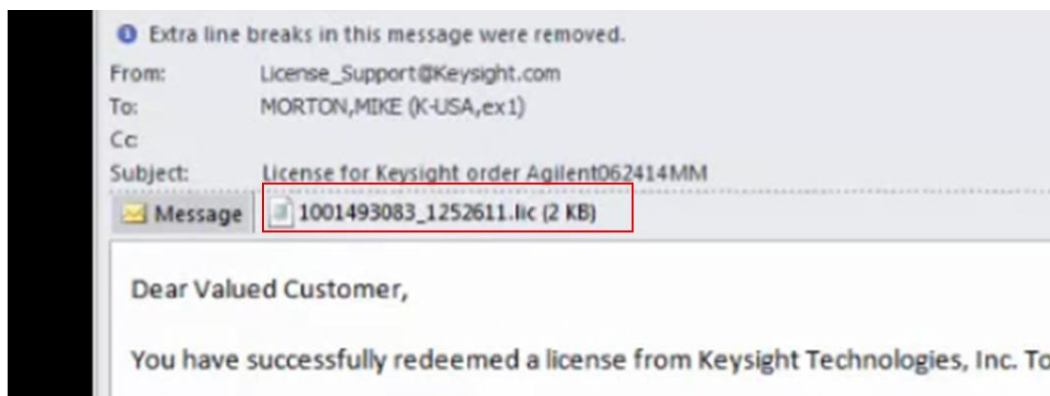
10. GBAS has all substantial rights in the '583 Patent, including the right to grant licenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

11. Upon information and belief, the following image shows a demonstration of the Keysight License Management and Activation software:



License File Redemption via Keysight Software Manager (KSM)

12. Upon information and belief, the following image shows a demonstration of the generation and distribution of a Keysight license file (i.e., .lic) containing a license signature generated using a digital signature algorithm:



13. Upon information and belief, the below images show the contents of a sample Keysight license file containing a license signature generated using a digital signature algorithm to guard against unauthorized/unlicensed use of the Keysight software:

### License Codewords

License codewords follow FlexNet format and contains the server, vendor, and increment lines.  
**Sample License Codewords Section**

```
# sample license file
SERVER this_host D8D385997F8A
VENDOR agilesofd

INCREMENT b_core agilesofd 3.0 14-sep-2013 1 VENDOR_STRING="D8D385997F8A=#1,7,8,13,14,25,27,66,67,105,110,116,131,132
INCREMENT pjc_b_core agilesofd 3.0 14-sep-2013 1 VENDOR_STRING="D8D385997F8A : RQHSXF2 AQCOVRN H1FUYQN LMDVFPG SHFUNXJ
```

### License File Syntax

This section provides a brief overview of the syntax of the statements included in the License Codewords section of the license file. For further details, refer to the License File Syntax in [FlexNet Publisher's License Administration Guide](#). The License Codewords section, usually contains three pieces of information: the SERVER line, the VENDOR line, and all the INCREMENT lines representing the licensed codewords.

<http://edadocs.software.keysight.com/display/engdocgenesys/License+File+Syntax>

#### INCREMENT Line Syntax

The INCREMENT line specifies information about a licensed codeword. Codeword name, vendor daemon name, license version, license expiration date, license count, and vendor string are some of the important information included. The INCREMENT line syntax is:  
**INCREMENT** <feature> agilesofd <license\_version> <license\_expiry\_date> <license\_count> VENDOR\_STRING =<Keysight\_eesof\_vendor\_string> [ HOSTID =<hostid>] START =<license\_start\_date> SIGN =<encoded signature to authenticate this INCREMENT line>

#### Example

```
INCREMENT b_core agilesofd 3.0 06-feb-2013 1 \
VENDOR_STRING="D8D385997F8A=#1,7,8,13,14,25,27,66,67,105,110,116,131,132,156D=#2200BP,ADS_Core;e_core : \
MUFNCUI WQDZPFK QTRUCVFE SU2TEGC QWKGUH1 IUR" HOSTID=D8D385997F8A TSSUER=LICENSEID=1538592 \
START=19-Sep-2013 SIGN="033F C701 6926 5CB6 5505 F6EC D5EE E3FE F302 A765 9201 0088 E71B FE5B 2308 E68F D5C0 9374 AE0F 2F68 24CD"
```

where,

- b\_core is the name of the feature being licensed.
- agilesofd is the name of Keysight EEs of vendor daemon.
- 3.0 is the license version.
- 06-feb-2013 is the expiration date of license.
- 1 is the number of license(s).

14. Keysight 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 Keysight License Management 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.

15. In addition, should the Keysight License Management 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). Keysight would thus be liable for direct infringement under the doctrine of equivalents.

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

17. GBAS has been damaged by Keysight's 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. Keysight 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 Keysight License Management 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.

22. In addition, should the Keysight License Management 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).

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

24. GBAS has been damaged by Keysight's 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. Keysight 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 Keysight License Management 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..

29. In addition, should the Keysight License Management 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). Keysight would thus be liable for direct infringement under the doctrine of equivalents.

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

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

**PRAYER FOR RELIEF**

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

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



- (B) awarding GBAS its damages suffered as a result of Keysight'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**