

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

	§	
GREATER BOSTON	§	
AUTHENTICATION SOLUTIONS, LLC,	§	
	§	Civil Action No. 1:18-cv-12045
Plaintiff,	§	
	§	
v.	§	PATENT CASE
	§	
KASPERSKY LAB, INC.,	§	
	§	
Defendant.	§	JURY TRIAL DEMANDED
	§	

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff, Greater Boston Authentication Solutions, LLC (“GBAS”), as and for its complaint against defendant, Kaspersky Lab, Inc. (“Kaspersky”), 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. Kaspersky Lab, Inc. is a Massachusetts corporation with its principal place of business at 500 Unicorn Park, 3rd Floor, Woburn, MA 01801. Upon information and belief, Kaspersky offers its software products, including those accused herein of infringement, for purchase or download to customers and/or potential customers located in Massachusetts and in the judicial district of Massachusetts. Kaspersky may be served with process through its registered agent: Angelo Gentile, 500 Unicorn Park, Woburn, MA 01801.

JURISDICTION AND VENUE

4. 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.

5. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). Kaspersky has a regular and established place of business, including its principal place of business in Woburn, MA, and is deemed to reside in this judicial district.

6. Kaspersky 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)

7. GBAS incorporates paragraphs 1-6 above by reference.

8. 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.

9. 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.

10. Upon information and belief, below are screenshots retrieved from Kaspersky's website illustrating Kaspersky's software license activation and verification procedure:

How to activate a commercial version of Kaspersky Internet Security 2015

[◀ Back to "Licensing and Activation"](#)

2017 May 29 ID: 11206

To activate **Kaspersky Internet Security 2015**, you can use one of the following methods:

- **Activate a commercial version** by entering a 20-digit [activation code](#). An Internet connection is required for activating the product. The activation wizard will automatically download and install the key file.
- **Activate trial version**. The activation wizard will download and install a 30-day key file. An Internet connection is required for activating the product. The trial version is fully functional; however, when a trial period expires, [antivirus databases will not be updated](#). The option **Activate trial version of the application** may be unavailable if the trial license has been installed on this computer or if it is currently activated.

If you encounter "**Activation error**" messages while activating the product, check out our [articles on activation errors](#).

To buy an activation code for a Kaspersky Lab product, use our [Online Store](#).

To renew your commercial license that has expired or is about to expire, use the [License Renewal & Upgrade Center](#).

<https://support.kaspersky.com/11206#block1>

1. How to activate a commercial version during installation

To activate a commercial version of the application, do the following:

1. Make sure [the system date is set correctly](#) on your computer.
2. [Run the Kaspersky Internet Security 2015 installation](#).
3. In the **Activation** window, [enter the activation code](#) you received during your purchase. Note that the code contains **Latin letters only**.
4. Click the **Activate** button.

Kaspersky Internet Security
Activation

Enter activation code

Activation code format: XXXXX-XXXXX-XXXXX-XXXXX

[How can I receive an activation code?](#)

1 XXXXX - XXXXX - XXXXX - XXXX

You can copy the entire activation code and paste it to the first entry field without typing characters manually.

2 **Activate**

No activation code? [Activate trial version of the application](#)

If you do not have an activation code, you can purchase one on the Kaspersky Lab online store.

[Purchase activation code](#)

My profile Support Settings Enter activation code License is missing

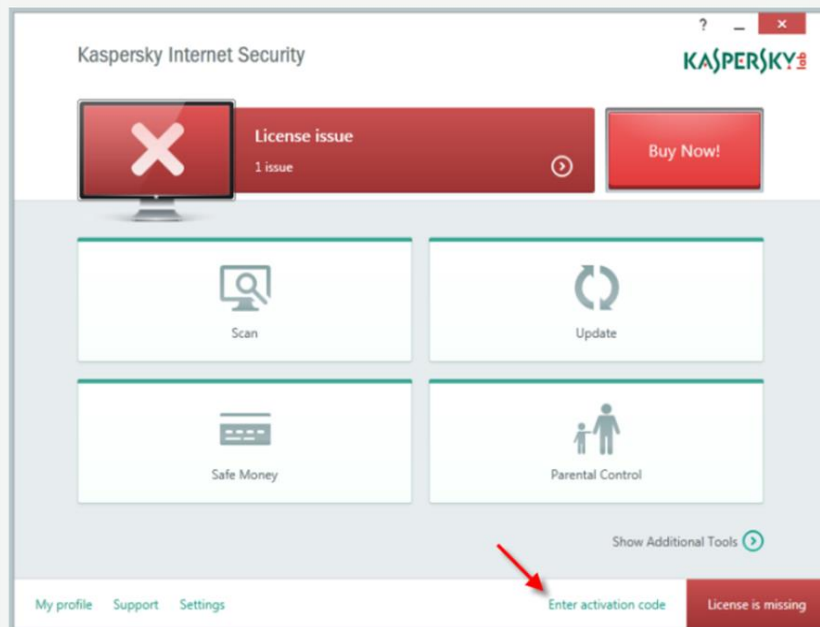
4. The activation wizard will connect to **Kaspersky Lab** server and download the license key. Click the **Finish** button.

<https://support.kaspersky.com/11202>

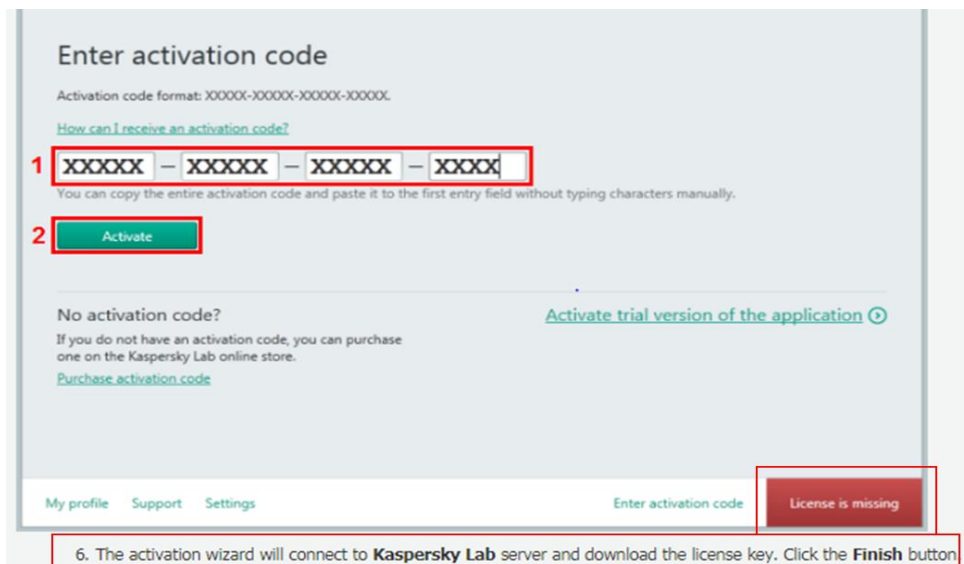
2. How to activate after the installation

To activate the application from the application's main window, do the following:

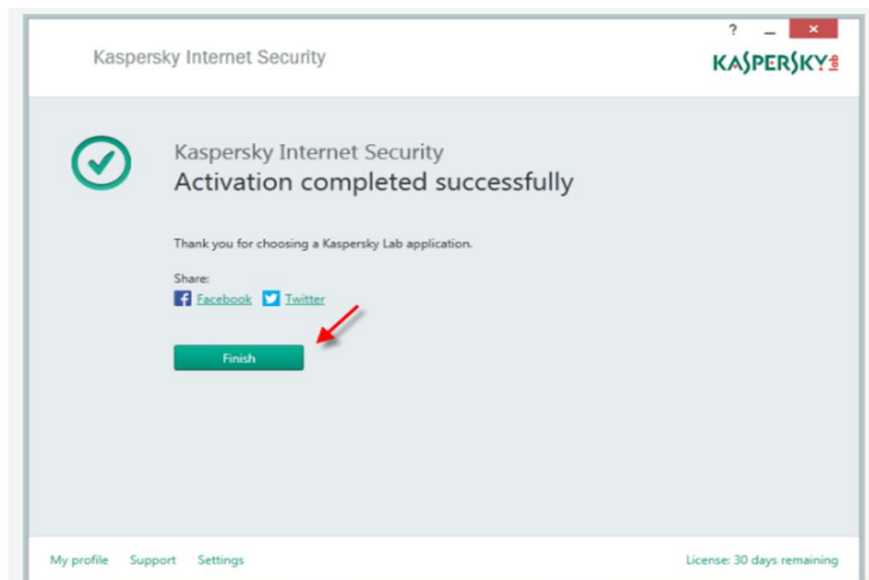
1. Make sure the system date is set correctly on your computer.
2. Open Kaspersky Internet Security 2015.
3. In the lower-right part of the window, click the link **Enter activation code**.



4. In the **Activation** window, enter the activation code you received during your purchase. Note that the code contains **Latin letters only**.
5. Click the **Activate** button.



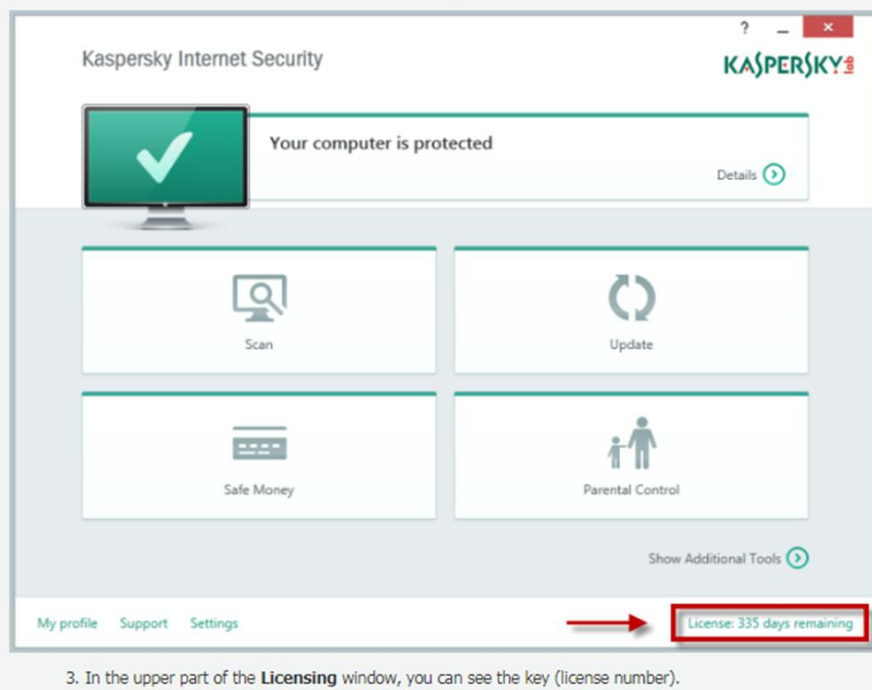
<https://support.kaspersky.com/11206#block2>



1. How to know the license number from the Licensing window

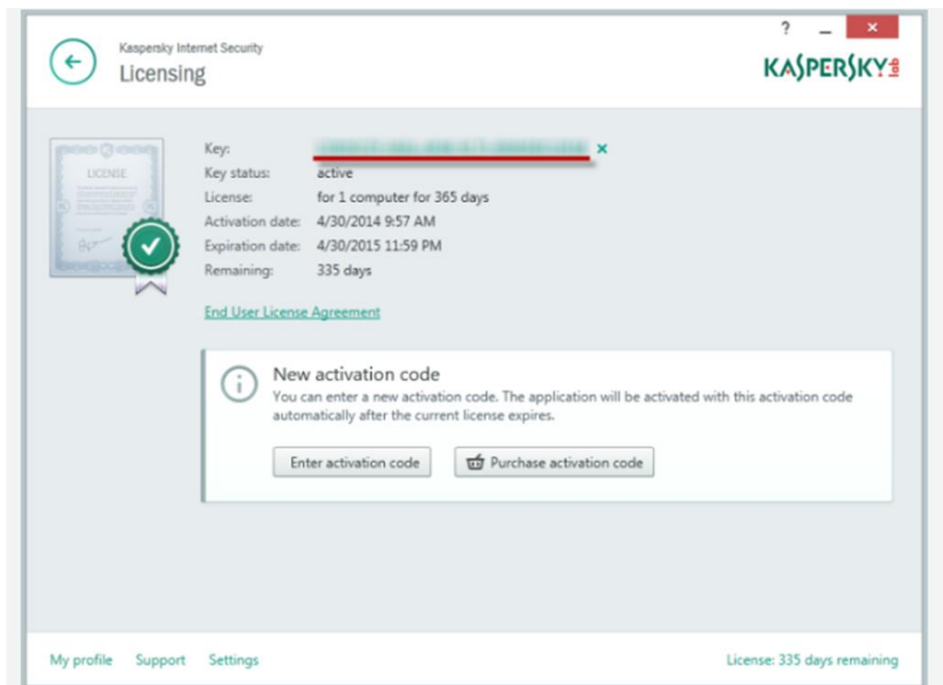
To know the license number from the Licensing window:

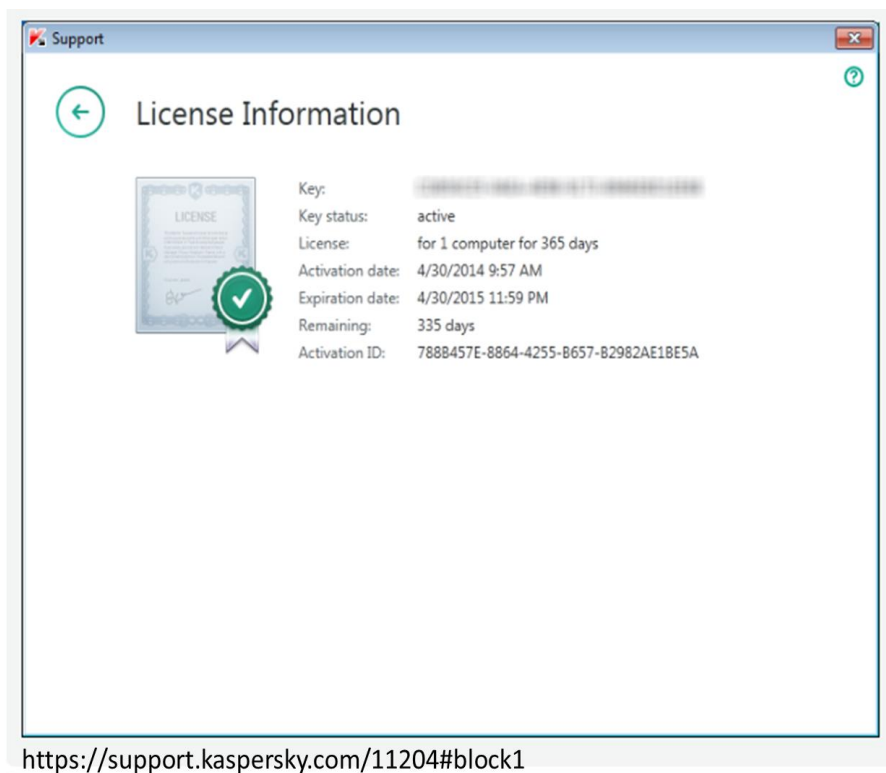
1. Open [Kaspersky Internet Security 2015](#).
2. In the lower part of the window, click the **Licensing** link.



3. In the upper part of the **Licensing** window, you can see the key (license number).

<https://support.kaspersky.com/11204#block1>





11. Upon information and belief, below are screenshots retrieved from Kaspersky's website describing further details of Kaspersky's license activation and verification procedure to protect Kaspersky software products from unlicensed and/or unauthorized use:

Glossary

Activating the app

The process by which a license takes effect, allowing you to use the full functionality of the application until the license expires.

Key

A unique alphanumeric sequence. The key enables use of the application in accordance with the End User License Agreement (license type, validity period, and restrictions). You can use the application only when you have a key.

License

A time-limited right to use the app, granted under the End User License Agreement.

License term

A time period during which you have access to the application features and rights to use additional services. The services you can use depend on the type of the license.

<https://help.kaspersky.com/KPC/1.0/en-US/136362.htm>

3. Activation and Term

3.1. If You modify Your Computer or make changes to other vendors' software installed on it, You may be required by the Rightholder to repeat activation of the Software or license key file installation, the count of which may be limited by Rightholder.

3.15. To check the legitimacy of the Software use the Rightholder reserves the right to use means to verify that You have licensed copy of the Software.

The Software can transmit Rightholder license information needed to verify the legitimacy of the Software use. If the check cannot be performed for a certain period of time specified in the User Manual, the Software will work with limited functionality.

6. Information Collection

6.1. You agree to automatically provide the following information for the specified purposes:

6.4. To identify and correct errors related to the installation, removal, and updating of the product, and to track the number of users, You agree to provide information about the date the Software was installed and activated on the computer, the premium version of the installed Software (including the version of the installed Software update), the Software's locale, the name and type of the Software, the type of license installed and its duration, the identifier of the partner from which the license was purchased, the serial number of the license, the type of installation on the Computer (original installation, update, etc.) and a flag indicating successful installation or the installation error code, unique software installation id, the type and id of application to be update, the update task id, a flag indicating the User's participation in the KSN and the "Bring a Friend" program (including the identifier of the program available for the Software), information about the operating system installed on the Computer (including the operating system's name, type, and word size).

<https://support.kaspersky.com/11198>

12. Upon information and belief, below is a screenshot retrieved from Kaspersky's website showing that Kaspersky's license verification and activation procedure utilizes digital signature technology to prevent the unauthorized and unlicensed usage of Kaspersky software products:

Activation error. Digital signature is either missing or corrupted

◀ Back to "Activation errors" 2014 Aug 22 ID: 8894

If you receive the error message "**Digital signature is either missing or corrupted**", perform the following actions to eliminate the problem:

- 1. Check if you have the access to the Internet**
Check if you have the **Internet** access using the **Internet Explorer** web browser. If you do not have access to the Internet, contact your ISP for details. Try to [activate the application](#) once again after access to the Internet is restored.
- 2. Configure Firewall**
If **Firewall** is installed on your computer, make sure that an allowing rule is created for the process **avp.exe** in the **Firewall** settings.
Firewall secures your computer protection on local networks and the Internet. **Firewall** is a program which monitors data transferred via the Internet or local networks. According to the **Firewall** settings, it blocks or allows data transfer.
- 3. Check the system date on your computer**
You can find detailed information on how to check the system date on your computer in [this article](#).
- 4. Repeat the activation attempt later**
If the recommendations given above did not help, try to activate the application later (in about 15 minutes):
 - [How to activate the application during the installation](#)
 - [How to activate the application after the installation](#)
- 5. Contact Kaspersky Lab Technical Support**
If the issue persists, create a request to **Kaspersky Lab** Technical Support via the [My Kaspersky](#) service. Describe your problem in all details.

<https://support.kaspersky.com/8894>

13. Kaspersky 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 Kaspersky license activation and verification 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 Kaspersky license activation and verification software be found to not literally infringe the asserted claims of the '583 Patent, the software 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). Kaspersky would thus be liable for direct infringement under the doctrine of equivalents.

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

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

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

17. GBAS incorporates paragraphs 1-6 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. Kaspersky 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, 33-34, and 36 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling the Kaspersky license activation and verification 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; inputting 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 identifying information to determine an access level to the protected software.

21. In addition, should the Kaspersky license activation and verification 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 user), 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 protected software).

22. Kaspersky may have infringed the '793 Patent through other software utilizing the same or reasonably similar functionality, including other versions of the Kaspersky license activation and verification software. GBAS reserves the right to discover and pursue all such additional infringing software.

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

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

24. GBAS incorporates paragraphs 1-6 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. Kaspersky has directly infringed one or more claims of the '892 Patent in the United States during the pendency of the '892 Patent, 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 Kaspersky license activation and verification 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 Kaspersky license activation and verification 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). Kaspersky would thus be liable for direct infringement under the doctrine of equivalents.

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

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

PRAYER FOR RELIEF

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

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

- (B) awarding GBAS its damages suffered as a result of Kaspersky'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: October 1, 2018

Respectfully submitted,

/s/ Paul J. Hayes

Paul J. Hayes

PRINCE LOBEL TYE LLP

One International Place, Suite 3700

Boston, MA 02110

Tel: (617) 456-8000

Email: phayes@princelobel.com

ATTORNEYS FOR THE PLAINTIFF