**UNITED STATES DISTRICT COURT
IN THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

DATA SCAPE LIMITED, Plaintiff, v. BOX, INC., Defendant.	C.A. No. 6:19-cv-00315 **JURY TRIAL DEMANDED**

COMPLAINT FOR PATENT INFRINGEMENT

This is an action for patent infringement arising under the Patent Laws of the United States of America, 35 U.S.C. § 1 *et seq.* in which Plaintiff Data Scape Limited ("Plaintiff," "Data Scape") makes the following allegations against Defendant Box, Inc. ("Defendant" or "Box"):

PARTIES

1.   Data Scape is a company organized under the laws of Ireland with its office located at Office 115, 4-5 Burton Hall Road, Sandyford, Dublin 18, Ireland.

2.   On information and belief, Defendant Box, Inc. is a Delaware corporation with a principal place of business at 900 Jefferson Ave., Redwood City, CA 94063. Box may be served through its registered agent, Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

JURISDICTION AND VENUE

3.   This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

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4.   This Court has personal jurisdiction over the defendant in this action because the defendant has committed acts within the Western District of Texas giving rise to this action and has established minimum contacts with this forum such that the exercise of jurisdiction over the defendant would not offend traditional notions of fair play and substantial justice. The defendant, directly and through subsidiaries or intermediaries, has committed and continues to commit acts of infringement in this District by, among other things, offering to sell and selling products and/or services that infringe the asserted patents.

5.   Venue is proper in this district under 28 U.S.C. § 1400(b). Upon information and belief, Box is registered to do business in Texas. Upon information and belief, Box has transacted business in the Western District of Texas and has committed acts of direct and indirect infringement in this District. Box has a regular and established place of business in Western District of Texas. For example, Box has an office in Austin, Texas.

COUNT I

INFRINGEMENT OF U.S. PATENT NO. 10,277,675

6.   Data Scape is the owner by assignment of United States Patent No. 10,277,675 ("the '675 Patent"), entitled "Communication System And Its Method and Communication Apparatus And Its Method." The '675 Patent was duly and legally issued by the United States Patent and Trademark Office on April 30, 2019. A true and correct copy of the '675 Patent is included as Exhibit A.

7.   Defendant has offered for sale, sold and/or imported into the United States products and services that infringe the '675 patent, and continues to do so. By way of illustrative example, these infringing products and services include, without limitation, Defendant's products and services, *e.g.*, Box services, including Box Platform, Box for

Business, Box for Individuals & Teams, Box Sync, Box Drive, and all versions and variations thereof since the issuance of the '675 Patent ("Accused Instrumentalities").

8.   Defendant has directly infringed and continues to infringe the '675 Patent, for example, by making, selling, offering for sale, and/or importing the Accused Instrumentalities, and through its own use and testing of the Accused Instrumentalities. Defendant uses the Accused Instrumentalities for its own internal non-testing business purposes, while testing the Accused Instrumentalities, and while providing technical support and repair services for the Accused Instrumentalities to its customers.
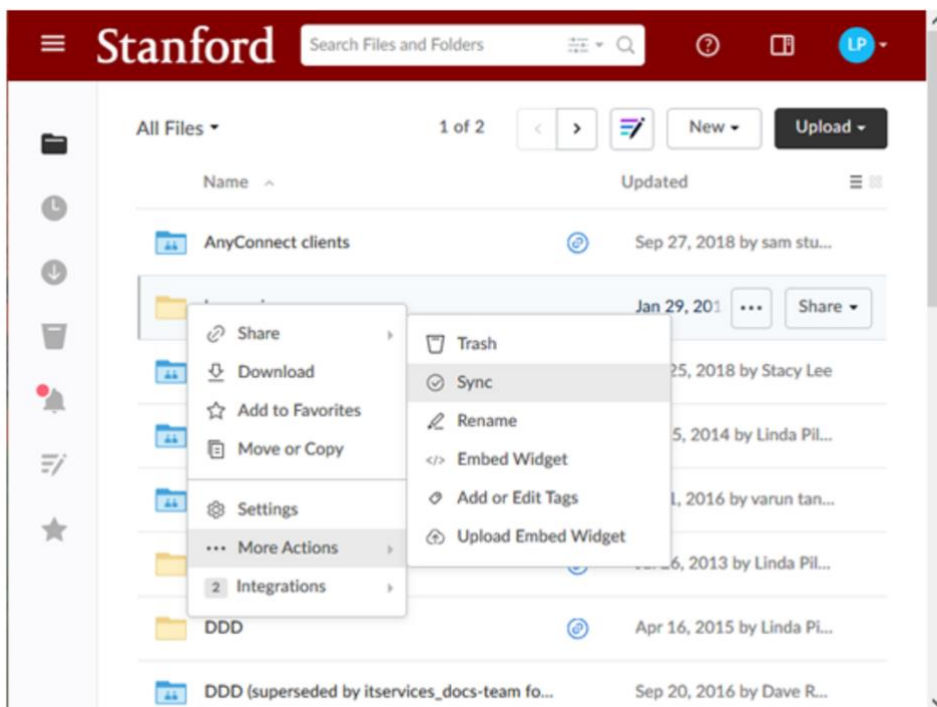
9.   For example, the Accused Instrumentalities infringe Claim 1 (and certain of its dependents) of the '675 Patent. Only Claim 1 and certain of its dependent claims are asserted in this action. One non-limiting example of the Accused Instrumentalities' infringement is presented below.

10.   The Accused Instrumentalities include "a communication system including a first apparatus having a first hardware storage medium, and a second apparatus." For example, Box communicates data stored on a second apparatus (e.g. Box servers and associated services) to a first apparatus with a first storage medium (e.g. a user's device with the Box desktop app installed). *See, e.g.*, "Installing Box Sync" *available at* https://community.box.com/t5/Using-Box-Sync/Installing-Box-Sync/ta-p/85 ("Box Sync is a productivity tool that allows you to mirror data stored on Box to your desktop.")
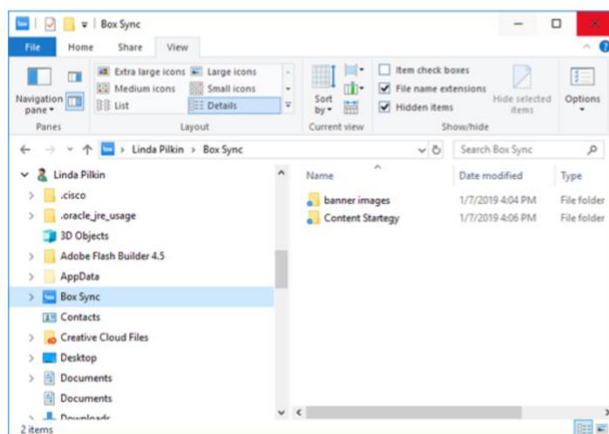
11.   The Accused Instrumentalities include "a second apparatus comprising a second hardware storage medium configured to store management information of data to be transferred to said first storage medium." For example, Box includes a storage medium

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(e.g., the various servers and associated services) configured to store management information (e.g., metadata and sync settings for Box Sync, Box Drive) of data to be transferred to the user device. *See* "Install Box Sync for Windows" *available at* https://uit.stanford.edu/service/box/windows_sync.

Box Sync is a utility that you download . It replicates folders within your Box account to your computer. Once you have selected folders through the Box web interface that you would like to replicate, you can create, edit, and delete documents directly through a **Box Sync** folder on your computer using your native applications (such as Microsoft Word or Excel). All changes automatically sync back to your online Box account.

See also "Marking Content for Box Sync" *available at* https://community.box.com/t5/Using-Box-Sync/Marking-Content-for-Box-Sync/ta-p/20360.

Control the content you that is synced to your local Box Sync folder by marking content in your Box.com account. A folder that is marked for Sync displays a blue check mark icon beside its name.

12.   The Accused Instrumentalities include "a second apparatus comprising a hardware interface configured to communicate data with said first apparatus." For example, Box provides a communicator (e.g., one that uses SSL/TLS protocols) configured to communicate with the first apparatus (e.g. a user device). As another example, the Accused Instrumentalities disclose that "[B]ox web and API connections, along with applications such as Box Sync and 3rd party apps, use TLS as a key component of their security." *See, e.g.*, "Deprecation: TLS 1.0" available at https://community.box.com/t5/Box-Product-News/Deprecation-TLS-1-0/ba-p/33026.   Moreover, the Accused Instrumentalities also specifies that "Transport Layer Security" (TLS) "is a protocol that provides privacy and data integrity between two communicating applications. It's the most widely deployed security protocol used today, and is used for web browsers and other applications that require data to be securely exchanged over a network." *See, e.g.*, "Deprecation: TLS 1.0" available at https://community.box.com/t5/Box-Product-News/Deprecation-TLS-1-0/ba-p/33026.
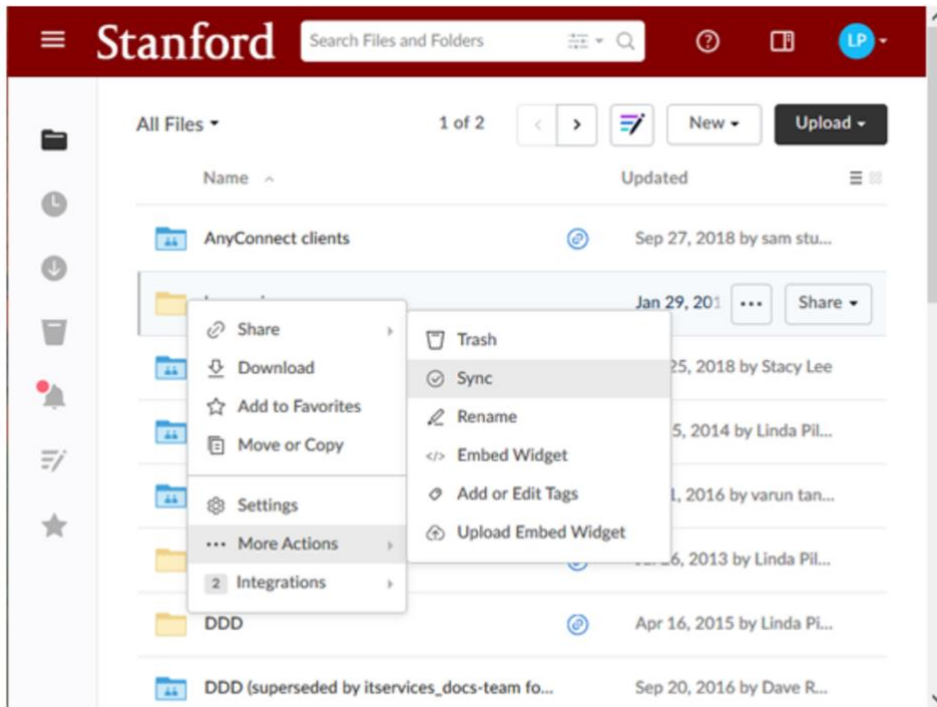
13.   The Accused Instrumentalities include "a second apparatus comprising a processor configured to detect whether said first apparatus and said second apparatus are connected." For example, Box includes a detector configured to determine when the user

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device is connected.   *See, e.g.,* "Making Content Available Offline" *available at*

https://community.box.com/t5/Getting-Started-with-Box-Drive/Making-Content-

Available-Offline/ta-p/58822. ("If you or someone else make changes to this content while

you're offline, Box Drive automatically uploads the revised content when you are back

online so you are always working with the most up-to-date versions of your files.").   *See*

also "About Box Drive" *available at* https://community.box.com/t5/Getting-Started-with-

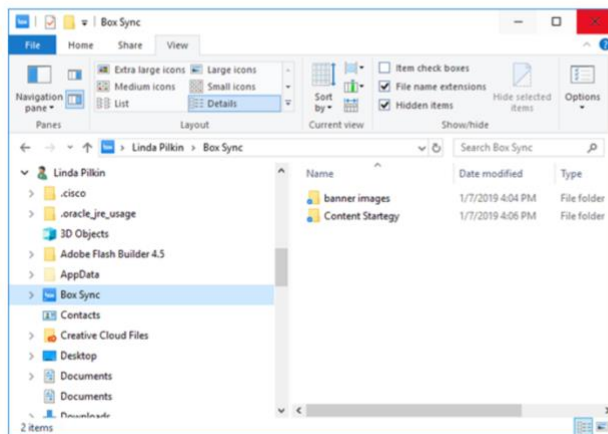Box-Drive/About-Box-Drive/ta-p/53642.

> You can also mark content for offline use; Box downloads this content to your device's hard drive so you can work on it without being connected to the Internet. Drive automatically uploads the changes you made offline the next time you connect. (Unlike working with online files, marking content for offline use does take up hard drive space.)

14.   The Accused Instrumentalities include "a second apparatus comprising a

processor configured to select certain data to be transferred" and "to edit said management

information based on said selection without regard to the connection of said first apparatus

and said second apparatus." For example, Box includes an editor configured to select

certain data to be transferred and to edit the management information (e.g. metadata and

sync settings for Box Sync, Box Drive) based on the selection without regard to the

connection of the user device.   *See* "Install Box Sync for Windows" *available at*

https://uit.stanford.edu/service/box/windows_sync.

> Box Sync is a utility that you download . It replicates folders within your Box account to your computer. Once you have selected folders through the Box web interface that you would like to replicate, you can create, edit, and delete documents directly through a **Box Sync** folder on your computer using your native applications (such as Microsoft Word or Excel). All changes automatically sync back to your online Box account.
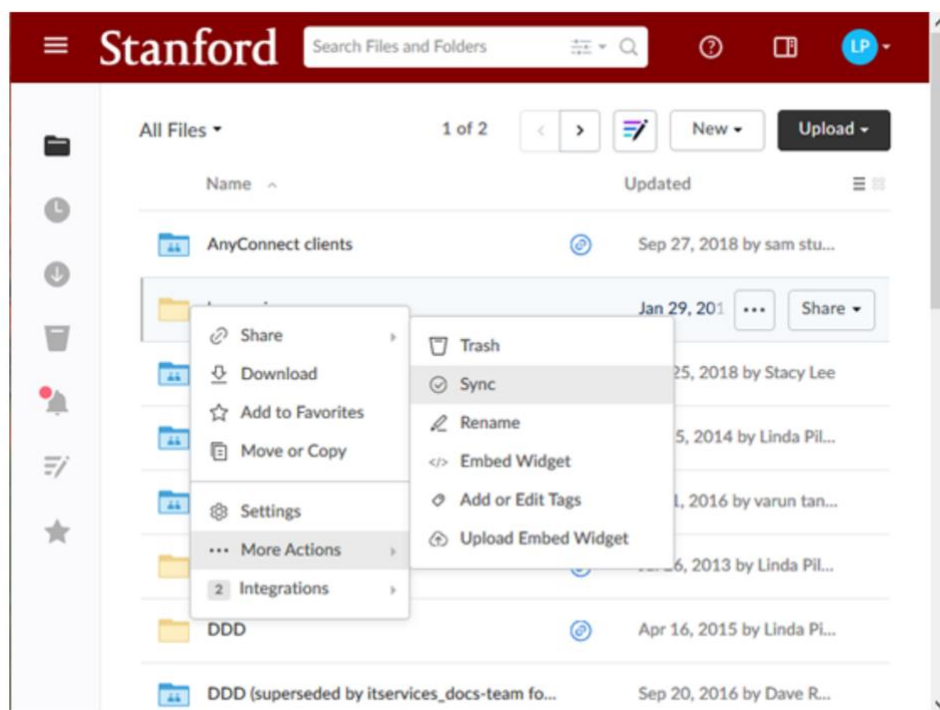
See also "Marking Content for Box Sync" *available at* https://community.box.com/t5/Using-Box-Sync/Marking-Content-for-Box-Sync/ta-p/20360.

15.   The Accused Instrumentalities include "a second apparatus comprising a processor configured to compare said management information edited by said processor with management information of data stored in said first storage medium." For example,
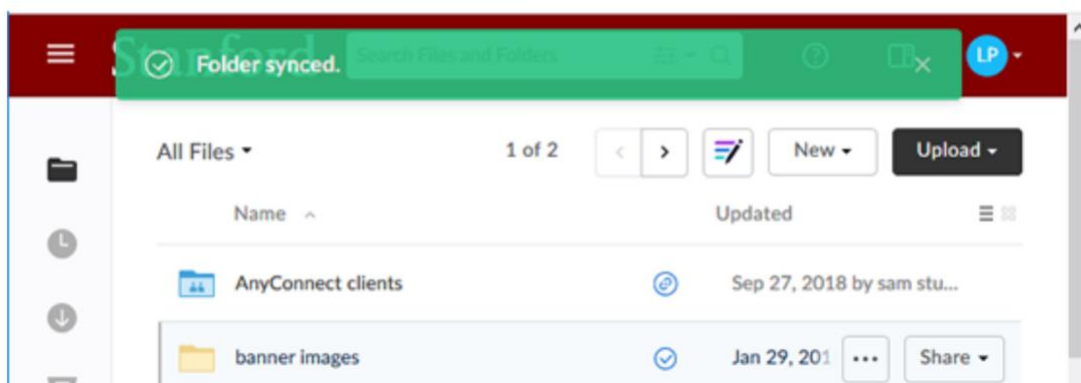
Box includes a controller configured to compare the management information edited by the editor with management information of data stored in the user device, and transmits data in the various servers of Box based on the result of the comparison. *See* "Install Box Sync for Windows" *available at* https://uit.stanford.edu/service/box/windows_sync

Box Sync is a utility that you download . It replicates folders within your Box account to your computer. Once you have selected folders through the Box web interface that you would like to replicate, you can create, edit, and delete documents directly through a **Box Sync** folder on your computer using your native applications (such as Microsoft Word or Excel). All changes automatically sync back to your online Box account.

3. A banner message briefly displays when the sync is complete.

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See also "Marking Content for Box Sync" *available at*

https://community.box.com/t5/Using-Box-Sync/Marking-Content-for-Box-Sync/ta-p/20360.

Control the content you that is synced to your local Box Sync folder by marking content in your Box.com account. A folder that is marked for Sync displays a blue check mark icon beside its name.

See also "Marking Content Available Offline" *available at*

https://community.box.com/t5/Getting-Started-with-Box-Drive/Making-Content-Available-Offline/ta-p/58822.

Collaborating with another person?

Box uploads changes as they're saved. However, collaborators cannot see each others' revisions in real-time -- that is, not until after each of you have saved and exited the file and Box Drive syncs all changes. This is true regardless of whether you are working while connected or offline. However, in this case the possibility exists for two collaborators to save conflicting changes on the same file. By way of illustration: if you go back online first, Box uploads and saves your revised file as a new version. When your collaborator goes back online, Box uploads her revised file, but saves it as a separate version. If necessary, you both must then decide which revision to keep and which to discard.
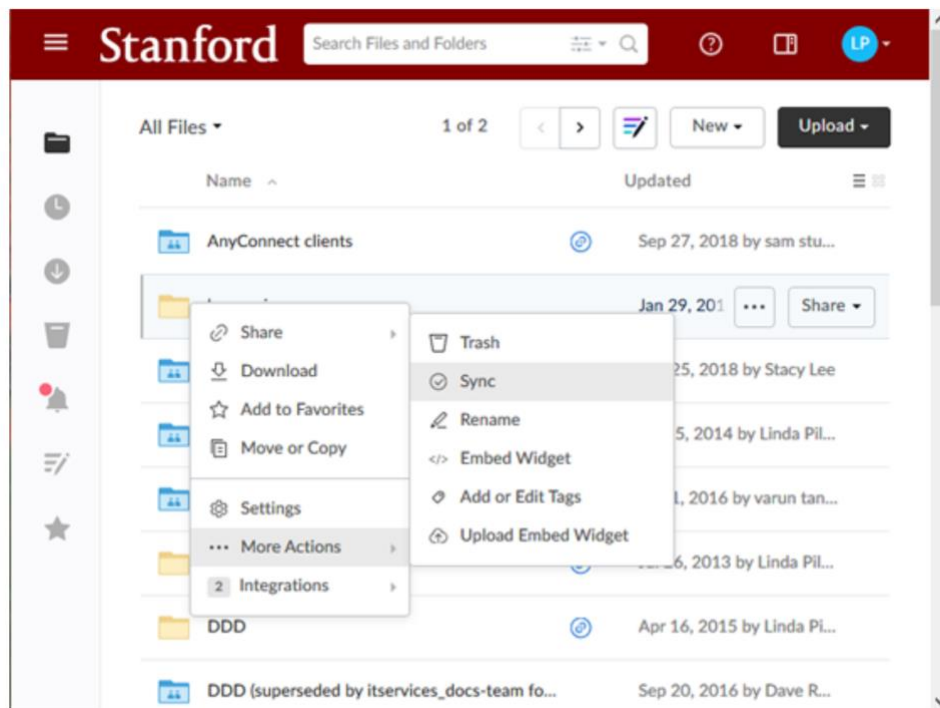
16.   The Accused Instrumentalities include "a second apparatus comprising a processor configured to transmit the selected data stored in said second apparatus to said first apparatus via said hardware interface based on said management information edited by said processor when said processor detects that said first apparatus and said second apparatus are connected based upon a result of the comparison." For example, Box includes a controller configured to control transfer of the selected data stored in the cloud servers to

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the user device when the user device is connected. *See* "Installing Box Sync" *available at*

https://community.box.com/t5/Using-Box-Sync/Installing-Box-Sync/ta-p/85

Box Sync is a productivity tool that allows you to mirror data stored on Box to your desktop. You can then navigate and modify content stored on the Box website through your computer's native file browsing interface, without using a web browser. Content that syncs down to your computer is available for offline access, and if you make changes to the synced files locally, these changes automatically sync back up to your Box account.
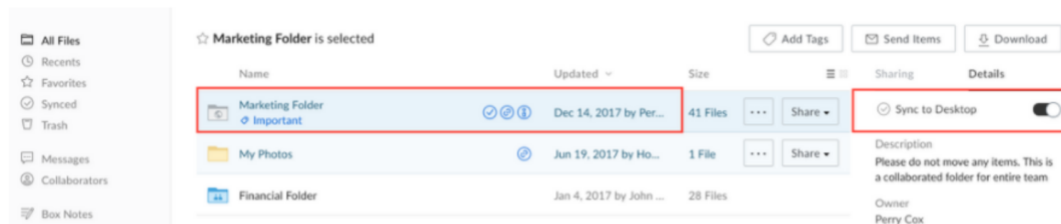
See also "Install Box Sync for Windows" *available at* https://uit.stanford.edu/service/

box/windows_sync.

Box Sync is a utility that you download . It replicates folders within your Box account to your computer. Once you have selected folders through the Box web interface that you would like to replicate, you can create, edit, and delete documents directly through a **Box Sync** folder on your computer using your native applications (such as Microsoft Word or Excel). All changes automatically sync back to your online Box account.

See also "Marking Content for Box Sync" *available at*

https://community.box.com/t5/Using-Box-Sync/Marking-Content-for-Box-Sync/ta-

p/20360.

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Control the content you that is synced to your local Box Sync folder by marking content in your Box.com account. A folder that is marked for Sync displays a blue check mark icon beside its name.

See also "Marking Content Available Offline" *available at*

https://community.box.com/t5/Getting-Started-with-Box-Drive/Making-Content-Available-Offline/ta-p/58822.

With Box Drive's Mark for Offline feature, your Box cloud content is available wherever you are - in a remote office, traveling on a plane, and so on - regardless of internet connectivity. Just select the Box folders you need access to, and Box Drive automatically downloads all of the folder contents to your computer. If you or someone else make changes to this content while you're offline, Box Drive automatically uploads the revised content when you are back online so you are always working with the most up-to-date versions of your files.

17.   Defendant has had knowledge of the '675 Patent and its infringement since at least the filing of the original Complaint in this action, or shortly thereafter, including by way of this lawsuit. By the time of trial, Defendant will have known and intended (since receiving such notice) that its continued actions would actively induce and contribute to the infringement of the claims of the '675 Patent.

18.   Defendant's affirmative acts of making, using, selling, offering for sale, and/or importing the Accused Instrumentalities have induced and continue to induce users of the Accused Instrumentalities to use the Accused Instrumentalities in their normal and customary way to infringe the claims of the '675 Patent. Use of the Accused Instrumentalities in their ordinary and customary fashion results in infringement of the claims of the '675 Patent.

19.   For example, Defendant explains to customers the benefits of using the Accused Instrumentalities, such as by touting their advantages of synchronizing settings among multiple devices. Defendant also induces its customers to use the Accused Instrumentalities to infringe other claims of the '675 Patent. Defendant specifically intended and was aware that the normal and customary use of the Accused Instrumentalities on compatible systems would infringe the '675 Patent. Defendant performed the acts that constitute induced infringement, and would induce actual infringement, with the knowledge of the '675 Patent and with the knowledge, or willful blindness to the probability, that the induced acts would constitute infringement. On information and belief, Defendant engaged in such inducement to promote the sales of the Accused Instrumentalities, e.g., through its user manuals, product support, marketing materials, demonstrations, installation support, and training materials to actively induce the users of the accused products to infringe the '675 Patent. Accordingly, Defendant has induced and continues to induce end users of the accused products to use the accused products in their ordinary and customary way with compatible systems to make and/or use systems infringing the '675 Patent, knowing that such use of the Accused Instrumentalities with compatible systems will result in infringement of the '675 Patent. Accordingly, Defendant has been (since at least as of filing of the original complaint), and currently is, inducing infringement of the '675 Patent, in violation of 35 U.S.C. § 271(b).

20.   For similar reasons, Defendant also infringes the '675 Patent by supplying or causing to be supplied in or from the United States all or a substantial portion of the components of the Accused Instrumentalities, where such components are uncombined in whole or in part, in such manner as to actively induce the combination of such components

outside of the United States in a manner that would infringe the '675 Patent if such combination occurred within the United States. For example, Defendant supplies or causes to be supplied in or from the United States all or a substantial portion of the hardware and software components of the Accused Instrumentalities in such a manner as to actively induce the combination of such components (e.g., by instructing users to combine multiple servers into an infringing system) outside of the United States.

21.   Defendant has also infringed, and continues to infringe, claims of the '675 Patent by offering to commercially distribute, commercially distributing, making, and/or importing the Accused Instrumentalities, which are used in practicing the process, or using the systems, of the '675 Patent, and constitute a material part of the invention. Defendant knows the components in the Accused Instrumentalities to be especially made or especially adapted for use in infringement of the '675 Patent, not a staple article, and not a commodity of commerce suitable for substantial noninfringing use. For example, the ordinary way of using the Accused Instrumentalities infringes the patent claims, and as such, is especially adapted for use in infringement. Accordingly, Defendant has been, and currently is, contributorily infringing the '675 Patent, in violation of 35 U.S.C. § 271(c).

22.   Defendant also indirectly infringes the '675 Patent by supplying or causing to be supplied in or from the United States components of the Accused Instrumentalities that are especially made or especially adapted for use in infringing the '675 Patent and are not a staple article or commodity of commerce suitable for substantial non-infringing use, and where such components are uncombined in whole or in part, knowing that such components are so made or adapted and intending that such components are combined outside of the United States in a manner that would infringe the '675 Patent if such

combination occurred within the United States. Because the Accused Instrumentalities are designed to operate as the claimed system and apparatus, the Accused Instrumentalities have no substantial non-infringing uses, and any other uses would be unusual, far-fetched, illusory, impractical, occasional, aberrant, or experimental. For example, Defendant supplies or causes to be supplied in or from the United States all or a substantial portion of the hardware and software components that are especially made or especially adapted for use in the Accused Instrumentalities, where such hardware and software components are not staple articles or commodities of commerce suitable for substantial noninfringing use, knowing that such components are so made or adapted and intending that such components are combined outside of the United States, as evidenced by Defendant's own actions or instructions to users in, e.g., combining multiple servers into infringing systems, and enabling and configuring the infringing functionalities of the Accused Instrumentalities.

23.   As a result of Defendant's infringement of the '675 Patent, Plaintiff Data Scape is entitled to monetary damages in an amount adequate to compensate for each Defendant's infringement, but in no event less than a reasonable royalty for the use made of the invention by each Defendant, together with interest and costs as fixed by the Court.

COUNT II

INFRINGEMENT OF U.S. PATENT NO. 10,027,751

24.   Data Scape is the owner by assignment of United States Patent No. 10,027,751 ("the '751 Patent"), entitled "Communication System And Its Method and Communication Apparatus And Its Method." The '751 Patent was duly and legally issued by the United States Patent and Trademark Office on July 17, 2018. A true and correct copy of the '751 Patent is included as Exhibit B.

25.   Defendant has offered for sale, sold and/or imported into the United States products and services that infringe the '751 patent, and continues to do so. By way of illustrative example, these infringing products and services include, without limitation, Defendant's products and services, *e.g.*, Box services, including Box Platform, Box for Business, Box for Individuals & Teams, Box Sync, Box Drive, and all versions and variations thereof since the issuance of the '751 Patent ("Accused Instrumentalities").

26.   Defendant has directly infringed and continues to infringe the '751 Patent, for example, by making, selling, offering for sale, and/or importing the Accused Instrumentalities, and through its own use and testing of the Accused Instrumentalities. Defendant uses the Accused Instrumentalities for its own internal non-testing business purposes, while testing the Accused Instrumentalities, and while providing technical support and repair services for the Accused Instrumentalities to its customers.
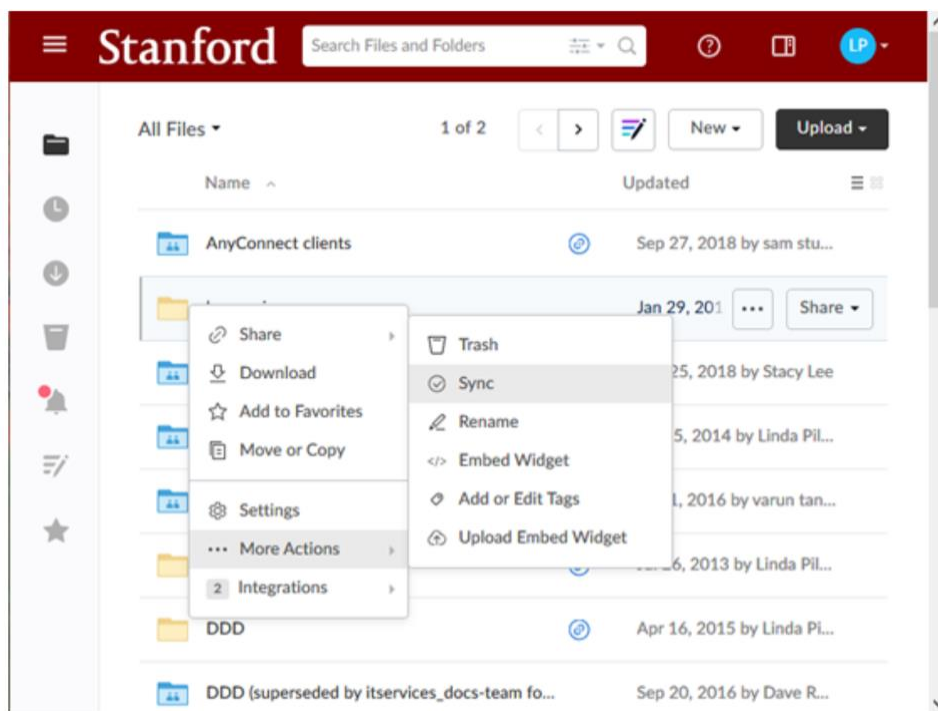
27.   For example, the Accused Instrumentalities infringe Claim 1 (and certain of its dependents) of the '751 Patent. Only claim 1 and certain of its dependents claims are asserted in this action. One non-limiting example of the Accused Instrumentalities' infringement is presented below:

28.   The Accused instrumentalities include "[a] communication apparatus configured to transmit data to an apparatus." For example, Box communicates data stored on a second apparatus (e.g. Box servers and associated services) to a first apparatus with a first storage medium (e.g. a user's device with the Box desktop app installed). *See, e.g.*, "Installing   Box   Sync"   *available   at*   https://community.box.com/t5/Using-Box-Sync/Installing-Box-Sync/ta-p/85 ("Box Sync is a productivity tool that allows you to mirror data stored on Box to your desktop.").
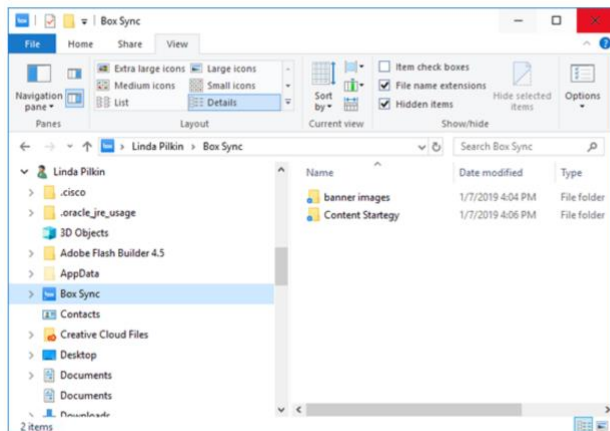
29. The Accused instrumentalities include a communication apparatus comprising "a hardware storage medium configured to store management information of data to be transferred to the apparatus." For example, Box includes a storage medium (e.g., the various servers and associated services) configured to store management information (e.g., metadata and sync settings for Box Sync, Box Drive) of data to be transferred to the user device. *See* "Install Box Sync for Windows" *available at* https://uit.stanford.edu/service/box/windows_sync.

Box Sync is a utility that you download . It replicates folders within your Box account to your computer. Once you have selected folders through the Box web interface that you would like to replicate, you can create, edit, and delete documents directly through a **Box Sync** folder on your computer using your native applications (such as Microsoft Word or Excel). All changes automatically sync back to your online Box account.

See   also   "Marking   Content   for   Box   Sync"   available   at

https://community.box.com/t5/Using-Box-Sync/Marking-Content-for-Box-Sync/ta-

p/20360

30.   The   Accused   instrumentalities   include   a   communication   apparatus

comprising "a communicator configured to communicate data with the apparatus." For

example, Box provides a communicator (e.g., one that uses SSL/TLS protocols) configured

to communicate with the first apparatus (e.g. a user device). As another example, the

Accused Instrumentalities disclose that "[B]ox web and API connections, along with

applications such as Box Sync and 3rd party apps, use TLS as a key component of their

security."   *See,   e.g.,   "*Deprecation: TLS   1.0"   available   at

https://community.box.com/t5/Box-Product-News/Deprecation-TLS-1-0/ba-p/33026.

Moreover, the Accused Instrumentalities also specifies that "Transport Layer Security" (TLS) "is a protocol that provides privacy and data integrity between two communicating applications. It's the most widely deployed security protocol used today, and is used for web browsers and other applications that require data to be securely exchanged 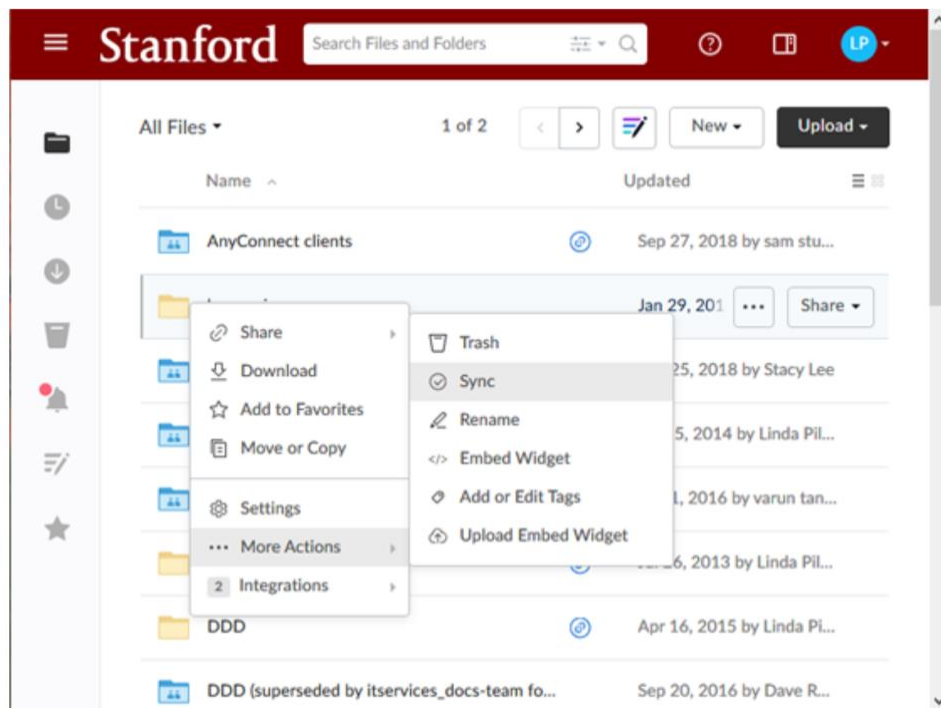over a network." *See, e.g.*, "Deprecation: TLS 1.0" available at https://community.box.com/t5/Box-Product-News/Deprecation-TLS-1-0/ba-p/33026.

31.   The Accused instrumentalities include a communication apparatus comprising "a detector configured to detect whether the communication apparatus and the apparatus are connected." For example, Box includes a detector configured to determine when the user device is connected. *See, e.g.*, "Making Content Available Offline" *available at* https://community.box.com/t5/Getting-Started-with-Box-Drive/Making-Content-Available-Offline/ta-p/58822. ("If you or someone else make changes to this content while you're offline, Box Drive automatically uploads the revised content when you are back online so you are always working with the most up-to-date versions of your files."). *See also* "About Box Drive" *available at* https://community.box.com/t5/Getting-Started-with-Box-Drive/About-Box-Drive/ta-p/53642

You can also mark content for offline use; Box downloads this content to your device's hard drive so you can work on it without being connected to the Internet. Drive automatically uploads the changes you made offline the next time you connect. (Unlike working with online files, marking content for offline use does take up hard drive space.)

32.   The Accused instrumentalities include a communication apparatus comprising "an editor configured to select certain data to be transferred and to edit the management information based on the selection without regard to the connection of the communication apparatus and the apparatus." For example, Box includes an editor
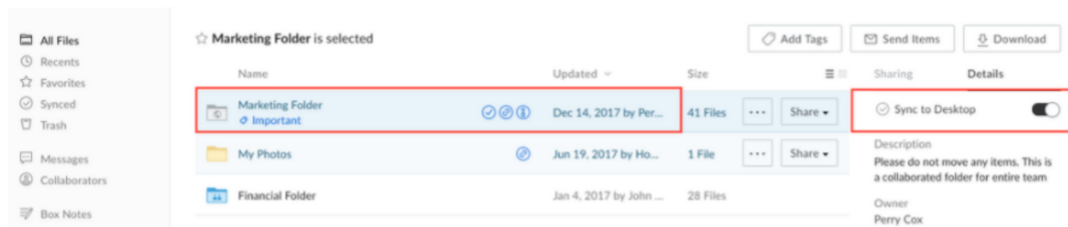
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configured to select certain data to be transferred and to edit the management information

(e.g. metadata and sync settings for Box Sync, Box Drive) based on the selection without

regard to the connection of the user device. *See* "Install Box Sync for Windows" *available*

at https://uit.stanford.edu/service/box/windows_sync.

Box Sync is a utility that you download . It replicates folders within your Box account to your computer. Once you have selected folders through the Box web interface that you would like to replicate, you can create, edit, and delete documents directly through a **Box Sync** folder on your computer using your native applications (such as Microsoft Word or Excel). All changes automatically sync back to your online Box account.

See   also   "Marking   Content   for   Box   Sync"   available   at
https://community.box.com/t5/Using-Box-Sync/Marking-Content-for-Box-Sync/ta-
p/20360.

See also "Marking Content Available Offline" *available at* https://community.box.com/t5/Getting-Started-with-Box-Drive/Making-Content-Available-Offline/ta-p/58822.
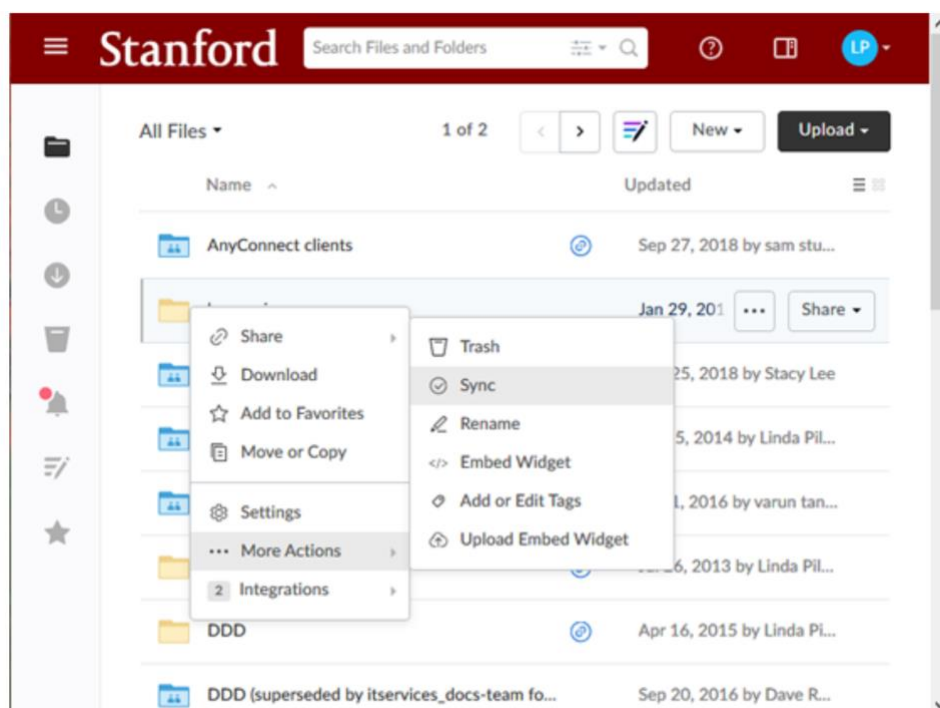

33.   The Accused instrumentalities include a communication apparatus comprising "a controller configured to control transfer of the selected data stored in the communication apparatus to the apparatus via the communicator based on the management information edited by the editor when the detector detects that the communication apparatus and the apparatus are connected." For example, Box includes a controller configured to control transfer of the selected data stored in the cloud servers to the user device when the user device is connected. *See* "Installing Box Sync" *available at* https://community.box.com/t5/Using-Box-Sync/Installing-Box-Sync/ta-p/85.

See also "Install Box Sync for Windows" *available at* https://uit.stanford.edu/service/

box/windows_sync.

See also "Marking Content for Box Sync" *available at*

https://community.box.com/t5/Using-Box-Sync/Marking-Content-for-Box-Sync/ta-

p/20360.

See also "Marking Content Available Offline" *available at*

https://community.box.com/t5/Getting-Started-with-Box-Drive/Making-Content-

Available-Offline/ta-p/58822.

With Box Drive's Mark for Offline feature, your Box cloud content is available wherever you are - in a remote office, traveling on a plane, and so on - regardless of internet connectivity. Just select the Box folders you need access to, and Box Drive automatically downloads all of the folder contents to your computer. If you or someone else make changes to this content while you're offline, Box Drive automatically uploads the revised content when you are back online so you are always working with the most up-to-date versions of your files.

34.   The Accused instrumentalities include a communication apparatus comprising a controller configured to "compare the management information edited by the editor with management information of data stored in the apparatus." For example, Box includes a controller configured to compare the management information edited by the editor with management information of data stored in the user device, and transmits data in the various servers of Box based on the result of the comparison. *See* "Install Box Sync for Windows" *available at* https://uit.stanford.edu/service/box/windows_sync.
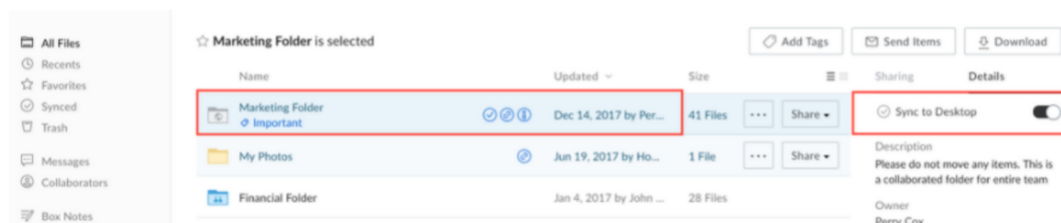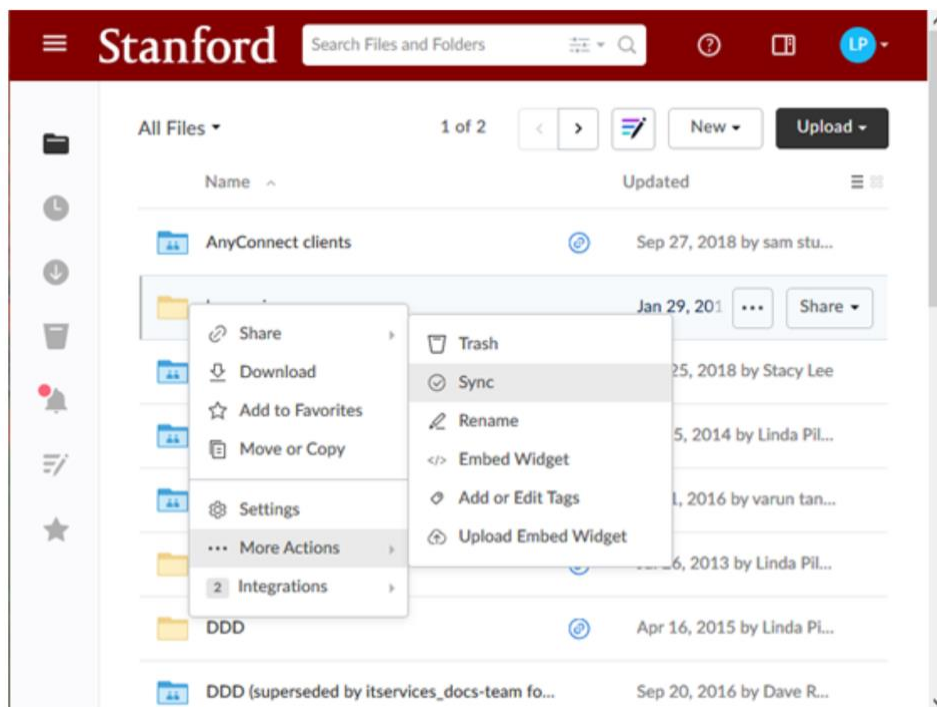
Box Sync is a utility that you download . It replicates folders within your Box account to your computer. Once you have selected folders through the Box web interface that you would like to replicate, you can create, edit, and delete documents directly through a **Box Sync** folder on your computer using your native applications (such as Microsoft Word or Excel). All changes automatically sync back to your online Box account.

3. A banner message briefly displays when the sync is complete.

See also "Marking Content for Box Sync" *available at* https://community.box.com/t5/Using-Box-Sync/Marking-Content-for-Box-Sync/ta-p/20360.

Control the content you that is synced to your local Box Sync folder by marking content in your Box.com account. A folder that is marked for Sync displays a blue check mark icon beside its name.

See also "Marking Content Available Offline" *available at* https://community.box.com/t5/Getting-Started-with-Box-Drive/Making-Content-Available-Offline/ta-p/58822.

Collaborating with another person?

Box uploads changes as they're saved. However, collaborators cannot see each others' revisions in real-time -- that is, not until after each of you have saved and exited the file and Box Drive syncs all changes. This is true regardless of whether you are working while connected or offline, However, in this case the possibility exists for two collaborators to save conflicting changes on the same file. By way of illustration: if you go back online first, Box uploads and saves your revised file as a new version. When your collaborator goes back online, Box uploads her revised file, but saves it as a separate version. If necessary, you both must then decide which revision to keep and which to discard.
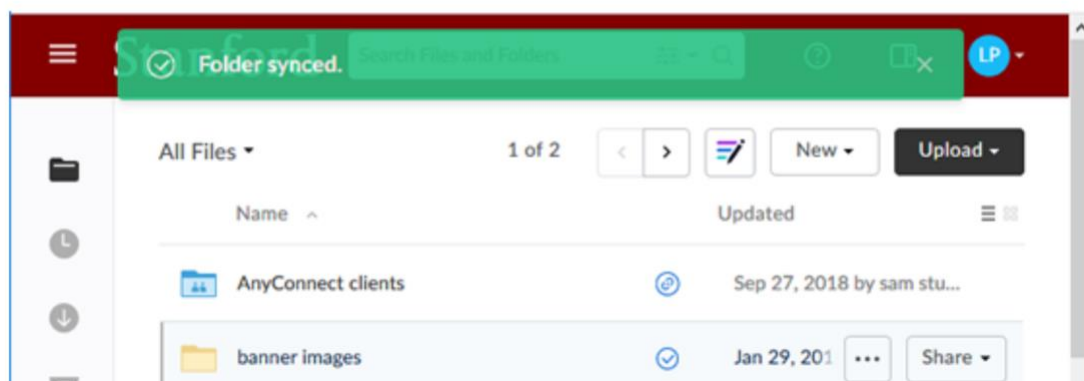
35.   The Accused instrumentalities include a communication apparatus comprising a controller configured to "determine a size of the selected data in the communication apparatus." For example, the Box client (e.g., on a desktop, laptop, smart phone, tablet, etc.), will only transmit data if space remains in the Box server:

Understand the Maximum File Size You Can Upload to Box

The maximum file size limit for uploads to Box varies depending on your account type:

- Free personal: 250 MB
- Starter: 2 GB
- Business/Enterprise: 5 GB

For more details, please refer to our pricing comparison page.

To confirm the file size limit for your account, log into Box. In the upper-right-hand corner, next to your name, click the down arrow. From the menu that displays, click **Account Settings**. On the page that displays, scroll down to the **Account details** section. Your **Max file size** is listed in this section.
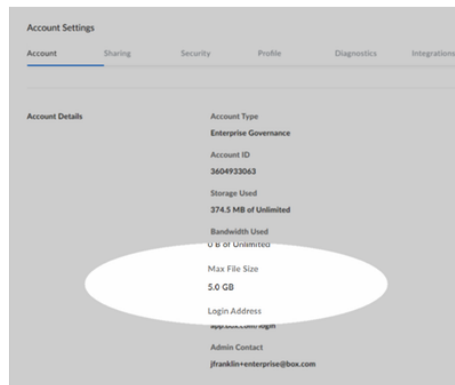
Be aware shared folders enforce the file size limit that applies to the Folder Owner's plan, regardless of whether any of the collaborators within the folder have a higher limit. Here's an example:

Someone with a business account uploads files to a shared folder owned by someone with a free Box account. In this case, the business account holder is limited to uploads of 250 MB or fewer, since the folder belongs to the free account holder.

Alternatively, a free user collaborating on a folder owned by an Enterprise User can upload files of up to 5 GB in size in this folder.

https://community.box.com/t5/Upload-and-Download-Files-and/Understand-the-Maximum-File-Size-You-Can-Upload-to-Box/ta-p/50590

36.   The Accused instrumentalities include a communication apparatus comprising a controller configured to "transmit data in the communication apparatus based on result of the comparison and the determination." For example, Box client and Box server each includes a controller configured to control transfer of the selected data based on the management information edited by the editor and the determination as to size.

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Defendant has had knowledge of the '751 Patent and its infringement since at least the filing of the original Complaint in this action, or shortly thereafter, including by way of this lawsuit. By the time of trial, Defendant will have known and intended (since receiving such notice) that its continued actions would actively induce and contribute to the infringement of the claims of the ' 751 Patent.

37. Defendant's affirmative acts of making, using, selling, offering for sale, and/or importing the Accused Instrumentalities have induced and continue to induce users of the Accused Instrumentalities to use the Accused Instrumentalities in their normal and customary way to infringe the claims of the '751 Patent. Use of the Accused

Instrumentalities in their ordinary and customary fashion results in infringement of the claims of the '751 Patent.

38.   For example, Defendant explains to customers the benefits of using the Accused Instrumentalities, such as by touting their advantages of synchronizing settings among multiple devices. Defendant also induces its customers to use the Accused Instrumentalities to infringe other claims of the '751 Patent. Defendant specifically intended and was aware that the normal and customary use of the Accused Instrumentalities on compatible systems would infringe the '751 Patent. Defendant performed the acts that constitute induced infringement, and would induce actual infringement, with the knowledge of the '751 Patent and with the knowledge, or willful blindness to the probability, that the induced acts would constitute infringement. On information and belief, Defendant engaged in such inducement to promote the sales of the Accused Instrumentalities, e.g., through its user manuals, product support, marketing materials, demonstrations, installation support, and training materials to actively induce the users of the accused products to infringe the ' 751 Patent. Accordingly, Defendant has induced and continues to induce end users of the accused products to use the accused products in their ordinary and customary way with compatible systems to make and/or use systems infringing the ' 751 Patent, knowing that such use of the Accused Instrumentalities with compatible systems will result in infringement of the ' 751 Patent. Accordingly, Defendant has been (since at least as of filing of the original complaint), and currently is, inducing infringement of the ' 751 Patent, in violation of 35 U.S.C. § 271(b).

39.   For similar reasons, Defendant also infringes the '751 Patent by supplying or causing to be supplied in or from the United States all or a substantial portion of the

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components of the Accused Instrumentalities, where such components are uncombined in whole or in part, in such manner as to actively induce the combination of such components outside of the United States in a manner that would infringe the '751 Patent if such combination occurred within the United States. For example, Defendant supplies or causes to be supplied in or from the United States all or a substantial portion of the hardware and software components of the Accused Instrumentalities in such a manner as to actively induce the combination of such components (e.g., by instructing users to combine multiple servers into an infringing system) outside of the United States.

40.   Defendant has also infringed, and continues to infringe, claims of the '751 Patent by offering to commercially distribute, commercially distributing, making, and/or importing the Accused Instrumentalities, which are used in practicing the process, or using the systems, of the '751 Patent, and constitute a material part of the invention. Defendant knows the components in the Accused Instrumentalities to be especially made or especially adapted for use in infringement of the '751Patent, not a staple article, and not a commodity of commerce suitable for substantial noninfringing use. For example, the ordinary way of using the Accused Instrumentalities infringes the patent claims, and as such, is especially adapted for use in infringement. Accordingly, Defendant has been, and currently is, contributorily infringing the '751 Patent, in violation of 35 U.S.C. § 271(c).

41.   Defendants also indirectly infringe the '751 Patent by supplying or causing to be supplied in or from the United States components of the Accused Instrumentalities that are especially made or especially adapted for use in infringing the ' 751 Patent and are not a staple article or commodity of commerce suitable for substantial non-infringing use, and where such components are uncombined in whole or in part, knowing that such

components are so made or adapted and intending that such components are combined outside of the United States in a manner that would infringe the '751 Patent if such combination occurred within the United States. Because the Accused Instrumentalities are designed to operate as the claimed system and apparatus, the Accused Instrumentalities have no substantial non-infringing uses, and any other uses would be unusual, far-fetched, illusory, impractical, occasional, aberrant, or experimental. For example, Defendant supplies or causes to be supplied in or from the United States all or a substantial portion of the hardware and software components that are especially made or especially adapted for use in the Accused Instrumentalities, where such hardware and software components are not staple articles or commodities of commerce suitable for substantial noninfringing use, knowing that such components are so made or adapted and intending that such components are combined outside of the United States, as evidenced by Defendant's own actions or instructions to users in, e.g., combining multiple servers into infringing systems, and enabling and configuring the infringing functionalities of the Accused Instrumentalities.

42.   As a result of Defendant's infringement of the '751 Patent, Plaintiff Data Scape is entitled to monetary damages in an amount adequate to compensate for each Defendant's infringement, but in no event less than a reasonable royalty for the use made of the invention by each Defendant, together with interest and costs as fixed by the Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Data Scape respectfully requests that this Court enter:

a.   A judgment in favor of Plaintiff that each Defendant has infringed, either literally and/or under the doctrine of equivalents, the '675 Patent and the '751 Patent (collectively, "asserted patents");

b.   A permanent injunction prohibiting each Defendant from further acts of infringement of the asserted patents;

c.   A judgment and order requiring each Defendant to pay Plaintiff its damages, costs, expenses, and prejudgment and post-judgment interest for its infringement of the asserted patents, as provided under 35 U.S.C. § 284;

d.   A judgment and order requiring each Defendant to provide an accounting and to pay supplemental damages to Data Scape, including without limitation, prejudgment and post-judgment interest;

e.   A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to Plaintiff its reasonable attorneys' fees against each Defendant; and

f.   Any and all other relief as the Court may deem appropriate and just under the circumstances.

DEMAND FOR JURY TRIAL

Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

Dated: May 21, 2019   Respectfully submitted,

                                              /s/ Marc A. Fenster
                                               Marc A. Fenster

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