**UNITED STATES DISTRICT COURT**
**DISTRICT OF DELAWARE**

| | |
|---|---|
| DATACLOUD TECHNOLOGIES, LLC,<br>Plaintiff,<br><br>v.<br><br>ARISTA NETWORKS, INC.,<br>Defendant. | CIVIL ACTION NO. _____<br><br>**JURY TRIAL DEMANDED** |

## ORIGINAL COMPLAINT

Plaintiff DataCloud Technologies, LLC (hereinafter, "Plaintiff" or "DataCloud"), by and through its undersigned counsel, files this Original Complaint for Patent Infringement against Defendant Arista Networks, Inc. (hereinafter, "Defendant" or "Arista") as follows:

## NATURE OF THE ACTION

1. This is a patent infringement action to stop Defendant's infringement of the following United States Patents (collectively, the "Patents-in-Suit"), copies of which are attached hereto as **Exhibit A, Exhibit B, Exhibit C, Exhibit D**, **Exhibit E**, and **Exhibit F**, respectively:

| | U.S. Patent No. | Title |
|---|---|---|
| A. | 6,560,613 | Disambiguating File Descriptors |
| B. | 7,398,298 | Remote Access And Retrieval Of Electronic Files |
| C. | 8,156,499 | Methods, Systems And Articles Of Manufacture For Scheduling Execution Of Programs On Computers Having Different Operating Systems |
| D. | 8,370,457 | Network Communication Through A Virtual Domain |
| E. | 8,762,498 | Apparatus, System, And Method For Communicating To A Network Through A Virtual Domain |
| F. | RE44,723 | Regulating File Access Rates According To File Type |

2. Plaintiff seeks injunctive relief and monetary damages.

## PARTIES

3. DataCloud is a limited liability company organized and existing under the laws of the State of Georgia and maintains its principal place of business at 44 Milton Avenue, Suite 254,

Alpharetta, Georgia, 30009 (Fulton County).

4. Based upon public information, Arista is a corporation duly organized and existing under the laws of the state of Delaware since December 2, 2011.

5. Based upon public information, Arista has its principal place of business located at 5453 Great America Parkway, Santa Clara, California 95054 (Santa Clara County).

6. Defendant may be served through its registered agent, Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808.

## JURISDICTION AND VENUE

7. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*, including 35 U.S.C. §§ 271, 281, 283, 284, and 285. This Court has subject matter jurisdiction over this case for patent infringement under 28 U.S.C. §§ 1331 and 1338(a).

8. The Court has personal jurisdiction over Arista because: Defendant has minimum contacts within the State of Delaware and in this District; Defendant has purposefully availed itself of the privileges of conducting business in the State of Delaware and in this District; Defendant has sought protection and benefit from the laws of the State of Delaware and is incorporated there; Defendant regularly conducts business within the State of Delaware and within this District, and Plaintiff's causes of action arise directly from Defendant's business contacts and other activities in the State of Delaware and in this District.

9. More specifically, Arista directly and/or through its intermediaries, ships, distributes, makes, uses, imports, offers for sale, sells, and/or advertises its products and services in the United States, the State of Delaware, and in this District.

10. Based upon public information, Arista solicits customers in the State of Delaware and in this District and has many paying customers who are residents of the State of Delaware and this District and who use its products in the State of Delaware and in this District. Arista is also

incorporated in the State of Delaware and in this District.

11. Venue is proper pursuant to 28 U.S.C. §1400(b) because Arista resides in the District of Delaware because of its formation under the laws of Delaware.

12. Venue is proper pursuant to 28 U.S.C. § 1391(b) and (c) because Arista resides in the District of Delaware because of its formation under the laws of Delaware, which subjects it to the personal jurisdiction of this Court.

## BACKGROUND INFORMATION

13. The Patents-in-Suit were duly and legally issued by the United States Patent and Trademark Office (hereinafter, the "USPTO") after full and fair examinations.

14. Plaintiff is the owner of the Patents-in-Suit, and possesses all right, title and interest in the Patents-in-Suit including the right to enforce the Patents-in-Suit, the right to license the Patents-in-Suit, and the right to sue Defendant for infringement and recover past damages.

15. Plaintiff has at all times complied with the marking provisions of 35 U.S.C. § 287 with respect to the Patents-in-Suit.

16. Plaintiff does not sell, offer to sell, make, or use any products itself, so it does not have any obligation to mark any of its own products under 35 U.S.C. § 287.

17. By letter dated April 16, 2020, DataCloud's licensing agent sent Defendant information in which it identified DataCloud's patent portfolio, which includes each of the Patents-in-Suit. *See* **Exhibit G** (hereinafter, the "First Notice Letter").

18. By letter dated September 2, 2020, DataCloud's counsel sent Defendant information in which it further identified DataCloud's patent portfolio, which includes each of the Patents-in-Suit, and attached exemplary claim charts describing DataCloud's assessment of Defendant's alleged infringement. *See* **Exhibit H** (hereinafter, the "Second Notice Letter").

## DEFENDANT'S PRODUCTS AND SERVICES

19. Based upon public information, Arista owns, operates, advertises, and/or controls the website www.arista.com through which it advertises, sells, offers to sell, provides and/or educates customers about its products and services. *See* **Exhibit I.**

20. Based upon public information, Defendant provides training and educational information for its products. *See* **Exhibit J** and **Exhibit K.**

## COUNT I: INFRINGEMENT OF U.S. PATENT NO. 6,560,613

21. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

22. U.S. Patent No. 6,560,613 (hereinafter, the "'613 Patent"), was issued on May 6, 2003 after full and fair examination by the USPTO of Application No. 09/500,212 which was filed on February 8, 2000. *See* Ex. A. A Certificate of Correction was issued on August 26, 2003. *See id.*

23. Based upon public information, Plaintiff is informed and believes that Defendant has infringed one or more claims of the '613 Patent, either literally or under the doctrine of equivalents, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises its "CloudVision®" product which provides "a network-wide approach for cloud networking, including software suite of capabilities for automated provisioning, compliance, telemetry, analytics and orchestration." *See* **Exhibit L**.

24. Upon information and belief, CloudVision® meets each and every element of at least Claim 8 of the '613 Patent, either literally or equivalently.

25. Based upon public information, CloudVision® has infringed one or more claims of the '613 Patent, including Claim 8, because it provides a method for disambiguating file descriptors in a computer system through a process which intercepts the system calls that store files on media, stores one or more file type indicators for each file descriptor in a table, and

determines what file type is associated with the file descriptor based on a review of the stored file type indicators. VMWare ESXi Hypervisor and KVM, used in CloudVision®, employ disambiguation of file descriptors (files/sockets/pipes) that are used in shadowed I/O system call routines by intercepting them, storing related indicators (*e.g.*, reference to images), and examining those stored indicators to determine the associated file type.

26. Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

27. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

**COUNT II: INFRINGEMENT OF U.S. PATENT NO. 7,398,298**

28. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

29. U.S. Patent No. 7,398,298 (hereinafter, the "'298 Patent"), was issued on July 8, 2008 after full and fair examination by the USPTO of Application No. 11/690,803 which was filed on March 23, 2007. *See* Ex. B.

30. Based upon public information, Plaintiff is informed and believes that Defendant has infringed, and continues to infringe, one or more claims of the '298 Patent, either literally or under the doctrine of equivalents, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises its "CloudVision®" product which provides a "turnkey solution for network-wide workload orchestration, workflow automation, real-time visibility into network operations" and "can be used to address audit and compliance requirements." *See* **Exhibit M**.

31. Upon information and belief, CloudVision® Center meets each and every element of at least Claim 1 of the '298 Patent, either literally or equivalently.

32. Based upon public information, CloudVision® has infringed one or more claims of the ’298 Patent, including Claim 1 because it provides a system of hardware and software (the “CloudVision Platform for Automation and Integration” within a “Telemetry Platform Architecture” coupled with Arista “LEAF,” “SPLINE,” and “SPINE” network switches), including a management computing application (“Metric Dashboard” and/or “Network Provisioning”) that is configured to process requests for data (for instance, generated tasks or “upload license”) from remote data repositories (including the CloudVision Portal) only if the requestor’s profile (“users” like “cvpadmin”) matches an entry in a profile list associated with a device (controlled by the “Network Provisioning” Device Manage application’s administrator users and administrator functions) that contains information about the data and its repository (including, for instance, information regarding devices, models, software versions, ,etc.).

33. Based upon public information, Defendant’s customers use its products and services in such a way that infringes one or more claims of the ’298 Patent. *See* Ex**.** M.

34. Based upon public information, Defendant has intentionally induced and continues to induce infringement of one or more claims of the ’298 Patent in this District and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Defendant’s customers to use CloudVision® in an infringing manner.

35. To the extent that Defendant is not the only direct infringer of one or more claims of the ’298 Patent, it instructs its customers on how to use CloudVision® in ways that infringe one or more claims of the ’298 Patent through its support and sales activities. *See* Ex. J, Ex. K..

36. Despite knowledge of the ’298 Patent as early as the date of its receipt of the Second Notice Letter (Ex. H) (and possibly as early as its receipt of the First Notice Letter; *see* Ex. G),

Defendant, based upon public information, continues to encourage, instruct, enable, and otherwise cause its customers to use its products and services, in a manner which infringes one or more claims of the '298 Patent. Based upon public information, the provision of and sale of CloudVision® is a source of revenue and a business focus for Defendant. *See* Ex. I.

37. Based upon public information, Defendant specifically intends its customers to use its products and services in such a way that infringes one or more claims of the '298 Patent by, at a minimum, providing and supporting CloudVision® and instructing its customers on how to use them in an infringing manner, at least through information available on Defendant's website including information brochures, promotional material, and contact information. *See* Ex. J, Ex. K.

38. Based upon public information, Defendant knew that its actions, including, but not limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce infringement by its customers by continuing to sell, support, and instruct its customers on using CloudVision®.

39. Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

40. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

**COUNT III: INFRINGEMENT OF U.S. PATENT NO. 8,156,499**

41. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

42. U.S. Patent No. 8,156,499 (hereinafter, the "'499 Patent"), was issued on April 10, 2012 after full and fair examination by the USPTO of Application No. 12/331,980 which was filed on December 10, 2008. *See* Ex. C. A Certificate of Correction was issued on September 25, 2012.

*See id.*

43. Based upon public information, Plaintiff is informed and believes that Defendant has infringed, and continues to infringe, one or more claims of the ’499 Patent, either literally or under the doctrine of equivalents, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises its “CloudVision®” product which provides “a turnkey management plane providing a modern approach to automation and telemetry.” *See* **Exhibit N**.

44. Upon information and belief, CloudVision® meets each and every element of at least Claim 1 of the ’499 Patent, either literally or equivalently.

45. Based upon public information, Defendant has infringed and continues to infringe one or more claims of the ’499 Patent, including Claim 1, because it provides a method for a scheduling computer to initiate the running of a computer program on another computer (through CloudVision’s “Snapshots”) by scheduling a first computer (CloudVision computer) communicatively coupled (via OVSDB JSON) with the scheduling computer (certain points of integration with, for instance, “Cloud Orchestrators,” “Network Services,” “Overlay Controllers,” and “arista.com”) to execute a first program (a “Snapshot,” say, every 5 minutes), wherein the first computer has a first operating system (for instance, the CENTOR Linux Platform); receiving at the scheduling computer a result (*e.g.*, “valid”) from the first computer, wherein the result from the first computer is based at least in part upon the execution of the first program (*e.g.*, “show run”) by the first computer; and scheduling a second computer (*e.g.*, devices “bri285 and bri464) communicatively coupled with the scheduling computer to execute a second program (*e.g.*, “show running section ip route”) in response to a determination that the result from the first computer meets a criterion (*e.g.*, “status” of “valid”), wherein the second computer (physical switches) has a second operating system (*e.g.*, “EOS”) and the second operating system is different from the first

operating system (*e.g.*, the first operating system being "CENTOR Linux Platform").

46. Based upon public information, Defendant's customers use its products and services in such a way that infringes one or more claims of the '499 Patent. *See* Ex**.** N.

47. Based upon public information, Defendant has intentionally induced and continues to induce infringement of one or more claims of the '499 Patent in this District and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Defendant's customers to use CloudVision® in an infringing manner.

48. To the extent that Defendant is not the only direct infringer of one or more claims of the '499 Patent, it instructs its customers on how to use CloudVision® in ways that infringe one or more claims of the '499 Patent through its support and sales activities. *See* Ex. J, Ex. K.

49. Despite knowledge of the '499 Patent as early as the date of its receipt of the Second Notice Letter (Ex. H) (and possibly as early as its receipt of the First Notice Letter; *see* Ex. G), Defendant, based upon public information, continues to encourage, instruct, enable, and otherwise cause its customers to use its products and services, in a manner which infringes one or more claims of the '499 Patent. Based upon public information, the provision of and sale of CloudVision® is a source of revenue and a business focus for Defendant. *See* Ex. I.

50. Based upon public information, Defendant specifically intends its customers to use its products and services in such a way that infringes one or more claims of the '499 Patent by, at a minimum, providing and supporting CloudVision® and instructing its customers on how to use them in an infringing manner, at least through information available on Defendant's website including information brochures, promotional material, and contact information. *See* Ex. J, Ex. K.

51. Based upon public information, Defendant knew that its actions, including, but not

limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce infringement by its customers by continuing to sell, support, and instruct its customers on using CloudVision®.

52. Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

53. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

**COUNT IV: INFRINGEMENT OF U.S. PATENT NO. 8,370,457**

54. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

55. U.S. Patent No. 8,370,457 (hereinafter, the "'457 Patent"), was issued on February 5, 2013 after full and fair examination by the USPTO of Application No. 11/717,911 which was filed on March 13, 2007. *See* Ex. D. A Certificate of Correction was issued on March 18, 2014. *See id.*

56. Based upon public information, Plaintiff is informed and believes that Defendant has infringed one or more claims of the '457 Patent, either literally or under the doctrine of equivalents, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises its "LEAF," "SPLINE," and "SPINE" network switches portfolio which provide a "an open, programmable, and resilient state-sharing architecture that delivers maximum system uptime, reduces CAPEX and OPEX by simplifying IT operations and enables business agility." *See* **Exhibit O**.

57. Upon information and belief, Arista's switches meet each and every element of at least Claim 9 of the '457 Patent, either literally or equivalently.

58. Based upon public information, Arista's switches have infringed one or more claims of the '457 Patent, including Claim 9, because they establish a forwarding internet protocol (IP) address (translated IP address 168.32.14.15) for a pre-defined combination of a client IP address (*e.g.*, 10.24.1.10) and a destination IP address (*e.g.*, 168.10.1.4), they identify, in a data request received from the client IP address, the pre-defined combination, and in response to the identifying of the pre-defined, forward (from "Host A" to the NAT Router) the data request via (*e.g.*, commands configure VLANs to translate source addresses to the destination IP address for all packets with IP destination addresses in the 168.10.1.0/24 subnet) the forwarding IP address to the destination IP address (*e.g.*, on "Host B").

59. Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

60. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

**COUNT V: INFRINGEMENT OF U.S. PATENT NO. 8,762,498**

61. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

62. U.S. Patent No. 8,762,498 (hereinafter, the "'498 Patent"), was issued on June 24, 2014 after full and fair examination by the USPTO of Application No. 13/731,731 which was filed on December 31, 2012. *See* Ex. E.

63. Based upon public information, Plaintiff is informed and believes that Defendant has infringed one or more claims of the '498 Patent, either literally or under the doctrine of equivalents, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises its "CloudVision as-a-Service" platform which provides a "provides an operational

foundation for automation of provisioning and change management with network-wide visibility" that "comprises multiple security pillars and safeguards to protect users and their data." *See* **Exhibit P**.

64. Upon information and belief, CloudVision as-a-Service meets each and every element of at least Claim 1 of the '498 Patent, either literally or equivalently.

65. Based upon public information, CloudVision as-a-Service has infringed one or more claims of the '498 Patent, including Claim 1, because it provides a system of hardware and software that is configured to respond to a request for data by identifying a virtual namespace destination IP address (*e.g.*, www.arista.com) from a selection of categories (*e.g.*, aristanetworks.com, cloudwifi.com, arista.com aristanetworks.co.jp, airtightnetworks.net, arsta.co, airtightnetworks.us, mojonetwork.com, and arista.ca) that is related to the virtual namespace destination address (*e.g.*, the category of aristanetworks.com, cloudwifi.com, arista.com aristanetworks.co.jp, airtightnetworks.net, arsta.co, airtightnetworks.us, mojonetwork.com, and arista.ca are related to the virtual namespace destination address of "www.arista.com") to determine a device (*e.g.*, front-end server switch) with a specific forwarder IP address and instruct it to send the request for data to the destination IP address (*e.g.*, Arista operates a forwarder device with a forwarder IP address and the selected web server will operate with a destination IP address).

66. Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

67. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35

U.S.C. § 284.

**COUNT VI: INFRINGEMENT OF U.S. PATENT NO. RE44,723**

68. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

69. U.S. Patent No. RE44,723 (hereinafter, the "'723 Patent"), was issued on January 21, 2014 after full and fair examination by the USPTO of Application No. 11/818,544 (hereinafter, the "'544 Application") which was filed on June 14, 2007. *See* Ex. F.

70. The '544 Application involved the re-examination of U.S. Patent No. 6,907,421 which was issued on June 14, 2005 after full and fair examination by the USPTO of Application No. 09/572,672 which was filed on May 16, 2000. *See* Ex. F.

71. Based upon public information, Plaintiff is informed and believes that Defendant has infringed one or more claims of the '723 Patent, either literally or under the doctrine of equivalents, because its "LEAF," "SPLINE," and "SPINE" network switches portfolio which provide a "an open, programmable, and resilient state-sharing architecture that delivers maximum system uptime, reduces CAPEX and OPEX by simplifying IT operations and enables business agility." *See* **Ex. O**.

72. Upon information and belief, Arista's switches meet each and every element of at least Claim 1 of the '723 Patent, either literally or equivalently.

73. Based upon public information, Arista's switches have infringed one or more claims of the '723 Patent, including Claim 1, because they employ a computer-implemented method for regulating file access rates of processes according to file type (*e.g.*, ARP Inspection), the computer implemented method comprising: intercepting a system call that attempts (*e.g.*, "When ARP inspection is enabled, ARP packets are trapped to the CPU") to access a file (*e.g.*, "arp cache" is an address table, which is stored as a file that is persistent and saved in nonvolatile memory); determining whether a process (*e.g.*, "ip arp inspection limit") that made the intercepted

system call is associated with an access rate (*e.g.*, "[RATE <pps>"] or RATE, which specifies the ARP inspection limit rate in packets per second) corresponding to a type (*e.g.*, "untrusted") of the file being accessed (*e.g.*, the "arp cache"); in response to the attempt to access the file by the process (*e.g.*, "[t]he ip arp inspection limit command err-disables the interface if the incoming ARP rate exceeds the configured value rate limit the incoming ARP packets on an interface"), determining the associated access rate (*e.g.*, 20) for the type (*e.g.*, untrusted) of the file being accessed (*e.g.*, "arp cache"); and regulating the process to access of the file at the determined rate Additionally, upon information and belief, "LEAF," "SPLINE," and "SPINE" network switches require an assessment of the transactions per second ("TPS") for system calls to a particular URL and has the ability to drop connections if the TPS exceeds the threshold value.

74. Defendant's aforesaid activities have been without authority and/or license from Plaintiff.

75. Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff as a result of Defendant's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

## JURY DEMAND

76. Plaintiff demands a trial by jury on all issues.

## PRAYER FOR RELIEF

77. Plaintiff respectfully requests the following relief:

A. An adjudication that one or more claims of the Patents-in-Suit has been infringed, either literally and/or under the doctrine of equivalents, by Arista;

B. An adjudication that Arista has induced infringement of one or more claims of U.S. Patent Nos. 7,398,298 and 8,156,499 based upon pre-suit knowledge of

the Patents-in-Suit;

C. An award of damages to be paid by Arista adequate to compensate Plaintiff for Arista's past infringement, including interest, costs, and disbursements as justified under 35 U.S.C. § 284 and, if necessary to adequately compensate Plaintiff for Arista's infringement, an accounting of all infringing sales including, but not limited to, those sales not presented at trial;

D. That this Court find that Defendant willfully infringed U.S. Patent Nos. 7,398,298 and 8,156,499.

E. That this Court declare this to be an exceptional case and award Plaintiff its reasonable attorneys' fees and costs in accordance with 35 U.S.C. § 285; and,

F. Any further relief that this Court deems just and proper.

Dated: February 4, 2021

Respectfully submitted,

**Stamoulis & Weinblatt, LLC**

*/s/ Stamatios Stamoulis*
Stamatios Stamoulis (#4606)
Richard C. Weinblatt (#5080)
800 N. West Street Third Floor
Wilmington, Delaware 19801
Telephone: (302) 999-1540
Email: stamoulis@swdelaw.com
Email: weinblatt@swdelaw.com

***Attorneys for Plaintiff DataCloud Technologies, LLC***

***Of Counsel***
**HENINGER GARRISON DAVIS, LLC**
James F. McDonough, III (Bar No. 117088, GA)*
Jonathan R. Miller (Bar No. 507179, GA)*
Travis E. Lynch (Bar No. 162373, GA)*
3621Vinings Slope, Suite 4320
Atlanta, Georgia 30339
Telephone: (404) 996-0869, -0863, -0867
Facsimile: (205) 547-5502, -5506, -5515
Email: jmcdonough@hgdlawfirm.com
Email: jmiller@hgdlawfirm.com
Email: tlynch@hgdlawfirm.com

**LIST OF EXHIBITS**

A. U.S. Patent No. 6,560,613
B. U.S. Patent No. 7,398,298
C. U.S. Patent No. 8,156,499
D. U.S. Patent No. 8,370,457
E. U.S. Patent No. 8,762,498
F. U.S. Patent No. RE44,723
G. Letter dated April 16, 2020 from DataCloud's Licensing Agent ("First Notice Letter")
H. Letter dated September 2, 2020 from DataCloud's Counsel ("Second Notice Letter")
I. Webpage: Products Offered
J. Webpage: Training for Products
K. Webpage: Documentation for Products
L. Data Sheet: CloudVision®
M. Product Brief: CloudVision®
N. White Paper: Arista CloudVision®: Cloud Automation for Everyone
O. Webpage: Platforms in Arista's Cloud Networking Portfolio
P. White Paper: CloudVision as-a-Service: Security and Data Protection