

3. The OpenText family of companies (collectively “OpenText”) has approximately 15,000 employees, more than 74,000 customers, and over \$3.11 billion in annual revenues. OpenText invested approximately \$1 billion on research and development over the three years ending June 30, 2020.

4. OpenText is a leading provider of Enterprise Content Management (“ECM”) products, which refer to a variety of solutions for managing business content. One such solution provides a repository for electronic documents (such as those created via Microsoft Office, Computer-Aided Design, or Portable Document Format) and allows for functions such as organization, display, classification, access and version control, event auditing, rendition, and search. ECM also includes software tools and services for collaboration, records and email management, and archiving.

5. OpenText’s ECM provides the foundation for its offerings in a broader market category known as Enterprise Information Management (“EIM”). EIM encompasses capabilities such as Business Process Management (“BPM”), Customer Experience Management (“CEM”), Information Exchange (“IE”), and Discovery. OpenText offers a range of software products and services in each of these areas, including Documentum. OpenText’s technologies have become critical to organizations looking for efficient content management options.

6. Gartner’s Magic Quadrant report for 2019, published October 30, 2019, named OpenText a “Leader” in Content Services Platforms. And Gartner’s 2019 Market Share Analysis, published July 24, 2020, ranked OpenText one of the “Top Five Content Services Providers, Worldwide” in 2019; in particular, OpenText was ranked first for “Content Services Platforms.”

7. OpenText currently maintains three offices in the State of Texas, two of which are located in this judicial district, including the Austin office and the San Antonio Office. Over 60

employees work in OpenText's Austin office, including employees in engineering, customer support, legal and compliance teams, IT, and corporate development. The Austin office also hosts one of OpenText's data centers.

8. OpenText tracks its business through four revenue streams: license, customer support, cloud services, and professional services. (*See, e.g.*, Exhibit 39 at 9-10.) OpenText receives license revenue from its software products; customer support revenue from renewable support and maintenance OpenText provides to customers who have purchased its products; cloud services revenue from certain "managed hosting" services arrangements; and professional services revenue from consulting fees OpenText collects for providing implementation, training, and integration services related to OpenText's product offerings.

9. Alfresco Software, Ltd., Alfresco Software, Inc., and Alfresco Software America, Inc. (collectively, "Alfresco"), provide ECM software in the form of online, on-premises, and hybrid content management services which can be accessed by computers or mobile devices.

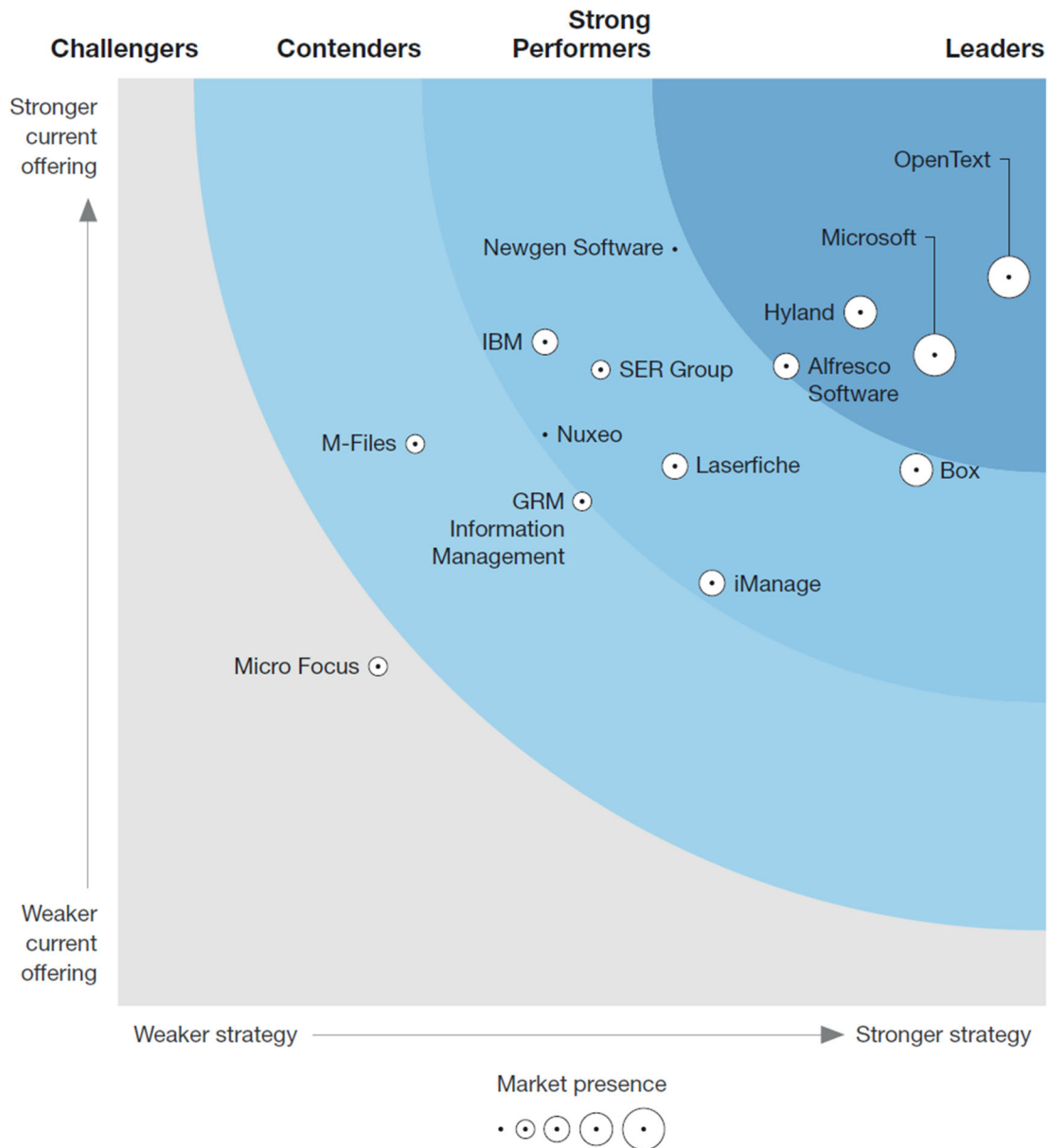
10. Alfresco's ECM software includes, without limitation, modules for Document Management, Enterprise Collaboration, Process Management, and Governance Services, such as Records Management, eDiscovery and Legal Holds, and Security and Controlled Access.

11. Alfresco competes directly with OpenText in the ECM and EIM markets by its manufacture, use, sale, and offer for sale of Alfresco's ECM software, which infringes OpenText's intellectual property rights.

THE FORRESTER WAVE™

ECM Content Platforms

Q3 2019



(Exhibit 30 at 4.)

12. On or about September 9, 2020, Alfresco entered into an agreement to be acquired by another of OpenText’s competitors, Hyland Software, Inc. (“Hyland”). (Exhibit 31.) According to the press release, Hyland is “a leading content services provider.” (Exhibit 31.)

13. On or about October 22, 2020, Hyland's acquisition of Alfresco was completed. (Exhibit 32.) According to the Alfresco press release, "[t]he acquisition [of Alfresco] furthers Hyland's vision to become the world's leading content services provider, expanding its global footprint with additional customers, partners and employees with extensive industry experience." (Exhibit 32.) Further, the press release states that "[t]he addition of Alfresco's solutions augments Hyland's range of content services offerings and provides new opportunities to engage with the open-source community for product innovation." (Exhibit 32.)

14. On December 2, 2020, Hyland announced that "Hyland and its new acquisition, Alfresco were both named Leaders in the Gartner 2020 Magic Quadrant for Content Services Platforms." (Exhibit 33.) As shown in the Gartner 2020 Magic Quadrant for Content Services Platforms report, both Alfresco and Hyland compete directly with OpenText and the combination of Alfresco and Hyland represents a clear and emergent competitive threat to OpenText's business, perpetuated by infringement of OpenText's intellectual property by Alfresco and Hyland:

Magic Quadrant

Figure 1: Magic Quadrant for Content Services Platforms



Source: Gartner (November 2020)

(Exhibit 34 at 3.)

15. OpenText brings this lawsuit to protect its intellectual property investments and to hold Alfresco accountable for its infringement. As a result of Alfresco’s unlawful competition in

this judicial district and elsewhere in the United States, OpenText has lost sales and profits and suffered irreparable harm, including lost market share and goodwill.

NATURE OF THE CASE

16. Plaintiffs bring claims under the patent laws of the United States, 35 U.S.C. § 1, *et seq.*, for the infringement of the following United States Patent No. 7,062,515 (“the ’515 patent”), No. 8,117,152 (“the ’152 patent”), No. 7,590,665 (“the ’665 patent”), and No. 8,645,318 (“the ’318 patent”) (collectively, the “Patents-in-Suit”).

THE PARTIES

17. Plaintiff OpenText Corp. is a Canadian corporation with its principal place of business at 275 Frank Tompa Drive, Waterloo, Ontario, Canada.

18. Plaintiff Open Text SA ULC is a Nova Scotia, Canada corporation with its registered address at 1959 Upper Water Street, Suite 900, Halifax, Nova Scotia, B3J 2X2 Canada. Open Text SA ULC is a member of the OpenText family of companies and is a wholly owned subsidiary of Open Text Corp.

19. Defendant Alfresco Software, Ltd. is a foreign corporation with its global headquarters at Bridge Avenue, The Place, Maidenhead, SL6 1AF, United Kingdom.

20. Defendant Alfresco Software, Inc. is a Delaware corporation with its principal place of business at 100 Worcester St., Suite 203 in Wellesley, Massachusetts. Alfresco Software, Inc. is a subsidiary of Alfresco Software, Ltd.

21. Defendant Alfresco Software America, Inc. is a Delaware corporation with its principal place of business at 2839 Paces Ferry Road SE, Suite 720, Atlanta, Georgia 30339.

22. Defendant Blue Fish Development Group Ltd. is a Texas limited partnership with places of business listed at 8100 Shoal Creek Blvd, Austin, TX 78757; 701 Brazos St., Suite 700,

Austin, TX, 78701; and 3410 Far West Blvd., Suite 265, Austin, TX 78731.

JURISDICTION & VENUE

23. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1, *et seq.* The Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

24. This Court has personal jurisdiction over Defendants because they regularly conduct business in the State of Texas and in this district, including operating systems and/or providing services in Texas and in this district that infringe one or more claims of the Patents-in-Suit in this forum. Alfresco has, either directly or through intermediaries such as Blue Fish, purposefully and voluntarily placed its infringing product and/or services into the stream of commerce with the intention and expectation that they will be purchased and used by customers in this District, as detailed below.

25. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c) and 28 U.S.C. § 1400(b) because, upon information and belief, Alfresco regularly conducts business within this District, has a regular and established place of business in this District, and has committed acts of infringement within this District. In addition, on information and belief, as a foreign corporation with sufficient contacts with this District, venue is proper against Alfresco Software Ltd. in this District. Further, on information and belief, venue is proper in this District against Blue Fish Development Group, Ltd., which, as set out above and below, is organized under the laws of Texas and has regular and established places of business in this District.

26. Both Alfresco Software Americas, Inc. and Alfresco Software Ltd. are registered businesses in Texas. (Exhibit 1.)

27. On information and belief, Alfresco conducts its business through locations within this judicial district, including on information and belief at least one location present from at least

July 2015 through May 2020:

6. ALFRESCO SOFTWARE INC
TIN: [REDACTED]

4816 CHESNEY RIDGE
DR
AUSTIN, TX 78749-1140
Jul 15

Match Names/Locations (up to 5):

ALFRESCO SOFTWARE AMERICAS INC

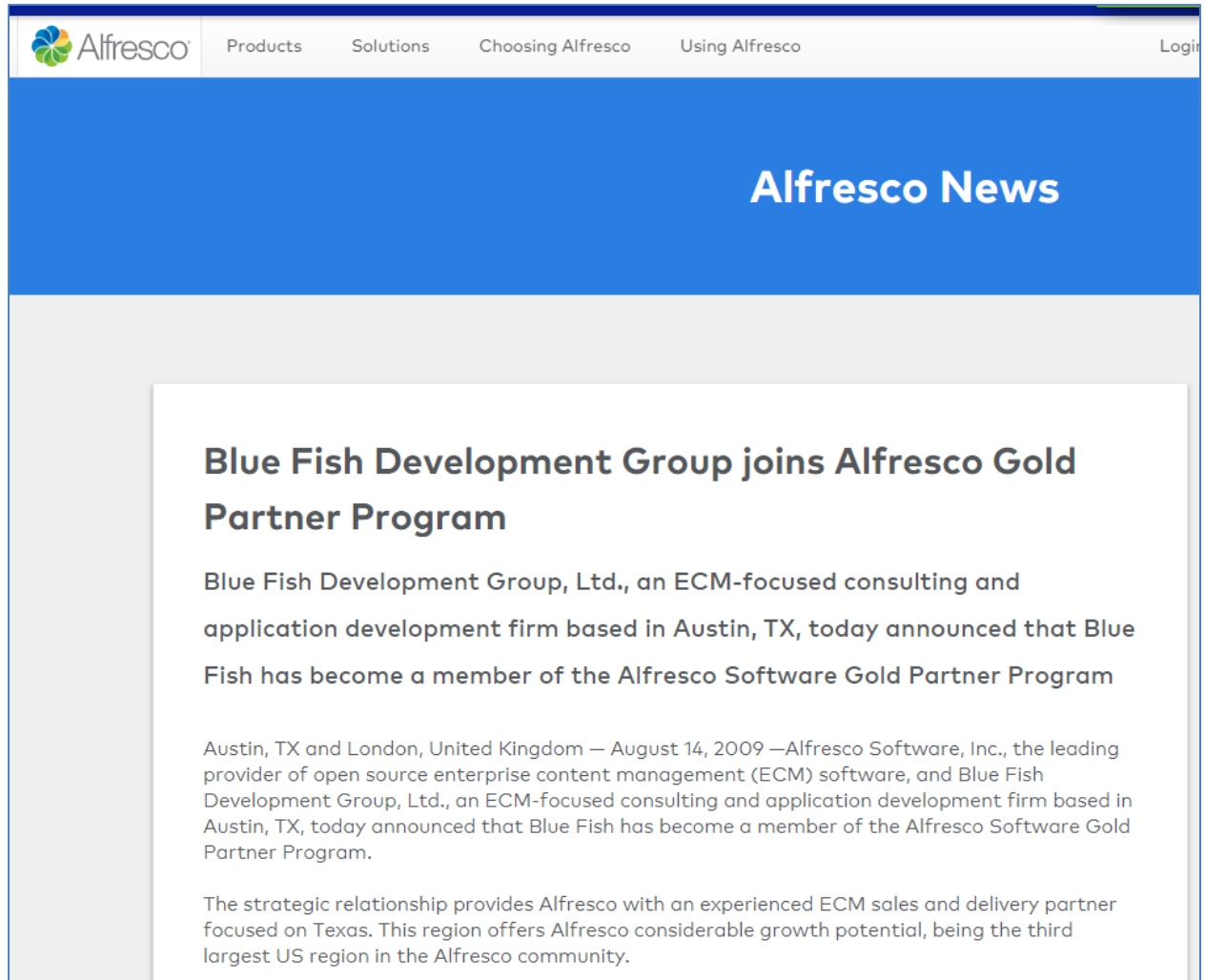
4816 CHESNEY RIDGE DR
AUSTIN, TX 78749-1140
May 20

(Exhibit 2.) On information and belief, Alfresco may have or has had additional locations in this judicial district. (Exhibit 2.)

28. On information and belief, Alfresco has employees in this district, including Scott Ashcraft, Technical Lead, Expert Support (Exhibit 3) and Ganessan Paramanathan, Senior Solutions Engineer, Strategic Accounts (Exhibit 4).

29. On information and belief, Alfresco relies on a network of partners to provide implementation services to its customers. For example, Alfresco represented that, by the end of 2016, it expected to have 70% of its business deployed through its channel partners. (Exhibit 5.)

30. Through its gold, and later platinum, level partner, Blue Fish, based in Austin, Texas, Alfresco and Blue Fish make, use, advertise, offer for sale, and/or sell infringing ECM systems within this judicial district. (Exhibit 6 (“scalable Alfresco Enterprise Content Management System”).) For example, beginning as early as August 14, 2009, “Alfresco Software, Inc. . . . and Blue Fish Development Group, Ltd., an ECM-focused consulting and application development firm based in Austin, TX, [] announced that Blue Fish ha[d] become a member of the Alfresco Software Gold Partner Program.” (Exhibit 7.) Through Blue Fish, Alfresco specifically targets the “Texas region,” which “offers Alfresco considerable growth potential”:



(See <https://www.alfresco.com/news/press-releases/blue-fish-development-group-joins-alfresco-gold-partner-program>.)


31. Alfresco ECM software is Blue Fish’s “recommended platform[]”:

ENTERPRISE CONTENT MANAGEMENT

ROCK-SOLID DOCUMENT & PROCESS SOLUTIONS


OUR SERVICES

Blue Fish has been delivering enterprise content management solutions for over 15 years and has helped some of the best brands in the world grow revenue, streamline processes, meet regulatory requirements, and create new products. Whether implementing an off-the-shelf application or developing a custom software solution, we approach every project with the same attitude: You deserve to have it done right the first time.




DOCUMENT MANAGEMENT

Organizations that value document management call on Blue Fish to develop ECM solutions that are easy to use and support.




CMS & DAM

We can help your organization by customizing a system to edit, publish, and modify content in one centralized location with a user-friendly interface.




BUSINESS PROCESS AUTOMATION

We can help you re-engineer, streamline, and automate key business processes by using the latest workflow and business process management technologies.




DOCUMENT ARCHIVING

We can help you scan, organize, and electronically archive paper files to eliminate expensive storage fees and dramatically improve document retrieval times.



INTELLIGENT CAPTURE

From simple invoices to complicated construction work orders, our team can implement a solution that drives return on your investment in months, not years.



MIGRATIONS

With our proven migration methodology and industry-leading technology, we can achieve the largest content migrations for the most complex systems.

RECOMMENDED PLATFORMS

With hundreds of client implementations under our belts, as you can imagine we have worked with quite a few platforms. And while we consider ourselves "technology agnostic" (our focus is on the RIGHT technology solution for the problem at hand), there are a couple of platforms that we find ourselves going back to time and again. These platforms not only are driving the industry forward with innovative new features and functions, but provide the utmost in flexibility to customize as needed for specific business needs. In short they give you the best of both worlds.

ALFRESCO

Alfresco One provides a powerful open-source ECM platform with a robust design and architecture. Add Alfresco's Activiti business process management (BPM) suite, and your organization will have the foundation to scale wherever your business takes you.

EPHESOFT

Ephesoft offers arguably the most comprehensive Intelligent Document Recognition (IDR) software in the industry. It enables businesses to better classify documents by using content, bar code or layout analysis.

CRAFTER

Crafter is an open-source Content Management System that enables organizations to create and manage content, enabling personalized digital experiences.

M-FILES

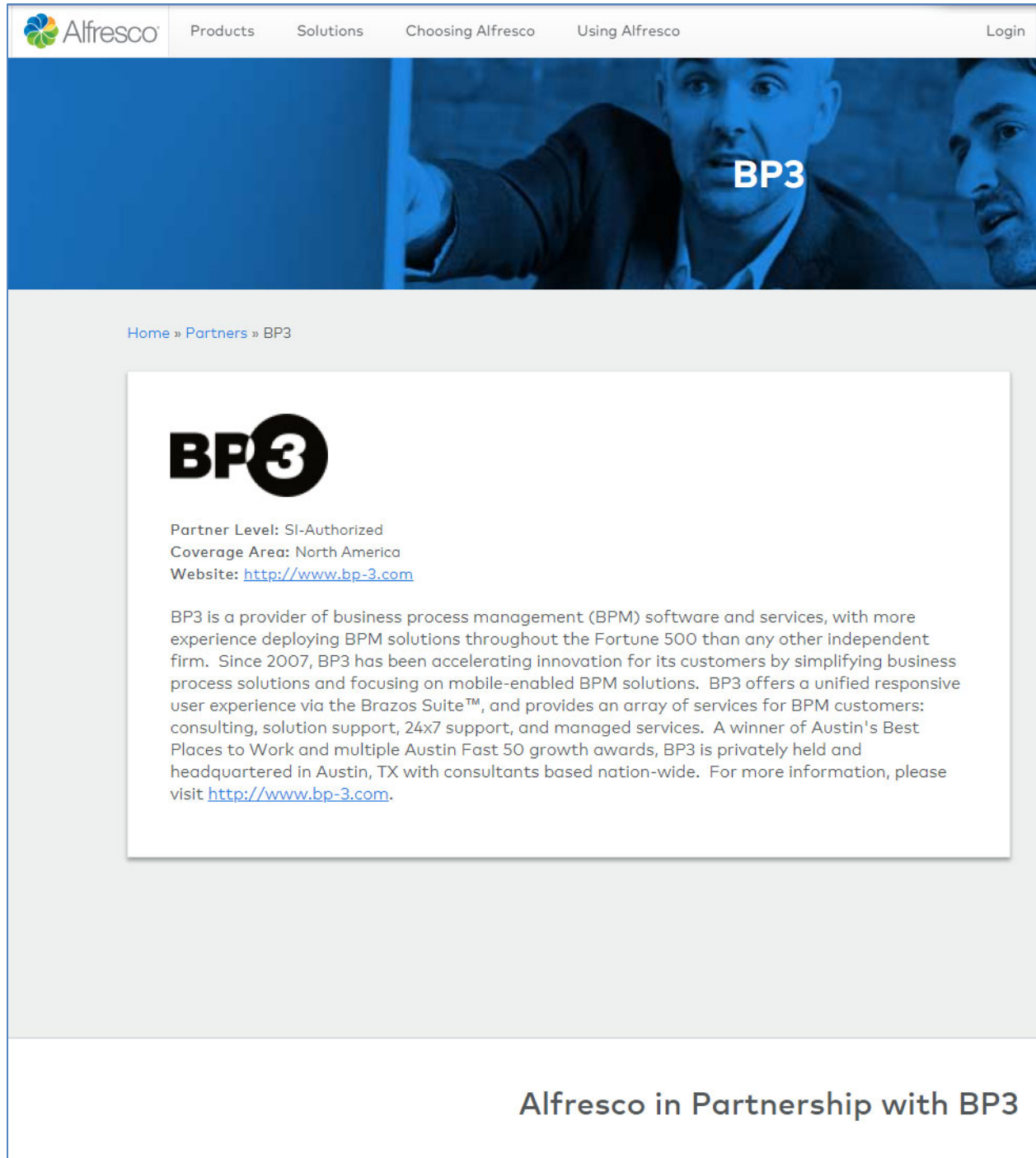
M-Files provides an Intelligent Information Management system that can be deployed in the cloud or on-prem to manage a business's content and workflows. Their AI-driven technology supports easy smart metadata tagging.

(See <https://bluefishgroup.com/ecm-services/>.)

32. Blue Fish encourages its customers to use infringing Alfresco ECM software by

offering an “Alfresco Quick Start” program (Exhibit 8) program and its “Alfresco Small Bites” program, through which Blue Fish offers evaluation, installation, configuration, customization and development of Alfresco ECM software, as well as migrating documents from external sources or other ECM systems into Alfresco’s ECM system. (Exhibit 9.) Blue Fish has recommended that at least several of its customers use Alfresco’s ECM software and has helped migrate customers from other ECM platforms to Alfresco’s ECM platform, including replacing the Texas Education Agency’s FileNet ECM system with Alfresco’s Enterprise Content Management System. (Exhibit 10.)

33. Through its partner BP3, headquartered in Austin, Texas, Alfresco advertises, offers for sale, and sells infringing ECM within this judicial district. (Exhibit 11.) For example, through BP3’s Austin headquarters, Alfresco is able to offer implementation services directly to enterprise customers in this district. (Exhibit 12.)



The screenshot shows the Alfresco website's partner page for BP3. At the top, the Alfresco logo is on the left, and navigation links for 'Products', 'Solutions', 'Choosing Alfresco', and 'Using Alfresco' are in the center. A 'Login' link is on the right. Below the navigation is a blue banner image of two men in a meeting, with the text 'BP3' overlaid in white. Underneath the banner is a breadcrumb trail: 'Home » Partners » BP3'. The main content area features the BP3 logo (the letters 'BP' followed by a circle containing the number '3'). Below the logo, the text reads: 'Partner Level: SI-Authorized', 'Coverage Area: North America', and 'Website: <http://www.bp-3.com>'. A paragraph of descriptive text follows, stating that BP3 is a provider of business process management (BPM) software and services, with more experience deploying BPM solutions throughout the Fortune 500 than any other independent firm. It mentions that since 2007, BP3 has been accelerating innovation by simplifying business process solutions and focusing on mobile-enabled BPM solutions. It also notes that BP3 offers a unified responsive user experience via the Brazos Suite™, and provides an array of services for BPM customers: consulting, solution support, 24x7 support, and managed services. It mentions that BP3 is a winner of Austin's Best Places to Work and multiple Austin Fast 50 growth awards, is privately held, and headquartered in Austin, TX with consultants based nation-wide. It concludes by saying 'For more information, please visit <http://www.bp-3.com>.' At the bottom of the page, the text 'Alfresco in Partnership with BP3' is displayed in a large, bold font.

34. Alfresco has sold infringing ECM to at least the following customers who have regular and established places of business in this judicial district:

- Pitney Bowes, with an office located at 1825B Kramer Lane Suite 100, Austin TX 78758-4965. (Exhibit 13; Exhibit 14.)

- Cisco Systems Inc., with an office located at 12515-3 Research Park Loop, Austin, TX 78759. (Exhibit 15.)
- Carlson Rezidor Hotel Group, with multiple hotels in both San Antonio and Austin, TX. (Exhibit 16; Exhibit 17; Exhibit 18.)
- Liberty Mutual Insurance, with at least two sales offices in Austin, TX. (Exhibit 19; Exhibit 20.)
- RBC Capital Markets, with offices in both Austin, TX (300 W. 6th Street, Suite 2220, Austin, TX 78701) and San Antonio, TX (303 Pearl Parkway, Suite 220, San Antonio, TX 78215). (Exhibit 21; Exhibit 22.)
- Saks Fifth Avenue, with a store at 7400 San Pedro Avenue, San Antonio, TX 78216. (Exhibit 23.)

35. As further detailed below, Alfresco and Blue Fish's use, provision of, offer for sale, sales, and advertising of ECM software within this judicial district infringe the Patents-in-Suit. Alfresco's certified partners infringe the Patents-in-Suit by using Alfresco's ECM software within this judicial district. Alfresco's customers infringe the Patents-in-Suit by using Alfresco's ECM software within this judicial district.

36. Alfresco encourages partners—and Alfresco and Blue Fish encourage customers—to use infringing software at least by making its content services available on its website, widely advertising those services, providing applications that allow partners and users to access those services, and providing technical support to users.

37. Because Alfresco and Blue Fish actively target customers served by OpenText and OpenText offices in Austin and San Antonio, Alfresco and Blue Fish's infringement adversely impacts the over one hundred OpenText employees who live and work in and around this judicial

district. Indeed, Alfresco and Blue Fish openly, notoriously, and deliberately targeted their infringing ECM software against OpenText’s patented ECM offerings, including Documentum:

Why Alfresco?

Alfresco has a Great ROI

With the current economic climate, our clients are looking for ways to reduce the TCO of their ECM infrastructure. Several of our clients are migrating all or part of their content from expensive traditional ECM platforms (Documentum, FileNet, OpenText) to other platforms that they feel have lower TCO. I’ve talked to at least three pharmaceutical companies, for example, that are moving part of their content out of Documentum because they feel that it’s overkill for their needs. The content in question isn’t regulated and isn’t used very frequently, and they just can’t justify the cost of Documentum licenses for it. One of my clients told me, “It’s like keeping your Timex watch in a bank vault. That makes sense for a Rolex, but it’s overkill for a Timex.” These companies are continuing to use Documentum for their most critical content, but they are using other platforms for less critical content. OSHA, NYPD, Morgan Stanley, and Cisco are just some of the companies that have transitioned from one of the “Big Three” ECM vendors to Alfresco.

(Exhibit 24 (highlights added).)

38. Defendant Alfresco Software Ltd. has conceded that venue is proper in the Western District of Texas, Waco Division. (*See* C.A. No. 20-928, D.I. 42 at 4 (“Foreign corporations can be sued in any district with personal jurisdiction.”).)

39. Defendant Blue Fish has conceded that venue is proper in the Western District of Texas. (*See* C.A. No. 20-928, D.I. 42 at 1 (“[Blue Fish] is also seeking transfer to the Austin

Division for post-stay proceedings.”.)

40. Neither Alfresco nor Blue Fish have disputed that Blue Fish has physical and regular and established places of business in the Western District of Texas listed at 8100 Shoal Creek Blvd, Austin, TX 78757; 701 Brazos St., Suite 700, Austin, TX, 78701; and 3410 Far West Blvd., Suite 265, Austin, TX 78731 (collectively, “the Blue Fish locations”). (*See generally* C.A. No. 20-928, D.I. 42.)

41. Blue Fish is a “SI-Premier” partner of Alfresco through “The Alfresco System Integrator Partner Program;” a program “designed to enable [Blue Fish] to effectively build, sell and maintain Alfresco-based solutions.” (*See* Exhibit 35; Exhibit 36.) Blue Fish’s partnership is a “[f]ormaliz[ed] [] relationship with Alfresco” that “demonstrates to customers that [Blue Fish] is backed by Alfresco.” (*See* Exhibit 36.) As a partner, Blue Fish gains the privilege to “[r]esell Alfresco products to provide customers with a single solution from a trusted partner,” “[d]eliver the consulting, integration and migration services necessary to successfully deploy Alfresco-based solutions,” and “[a]ccess [to] partner discounts, marketing programs, training and support services.” (*See* Exhibit 36.)

42. In May 2020, Alfresco redesigned its partner program to include “the creation of a new partner portal, quarterly business reviews, the creation of joint go-to-market campaigns, dedicated marketing resources, additional sales and support, and other key business enhancements.” (*See* Exhibit 37.)

43. Further, on information and belief, Blue Fish has at least five Alfresco-certified employees (*see* Exhibit 38) making Blue Fish eligible for Alfresco’s highest partner level—“Platinum” (Exhibit 35). As an Alfresco Platinum-level partner, Blue Fish must have a “dedicated content management practice and sell specific solutions backed by end-to-end consulting,

integration and migration services, and must also make an “annual new revenue commitment” that is “outlined in [Alfresco’s] New Partner Program matrix.” (*See* Exhibit 35.)

44. On information and belief, as an SI-Premier, Platinum-level partner of Alfresco, Blue Fish acts as Alfresco’s agent for the purposes of perpetuating infringement of the Patents-in-Suit in this judicial district by having a formalized relationship with, and being “backed by,” Alfresco (*see, e.g.*, Exhibit 36); by gaining access to “partner discounts, marketing programs, training and support services” (*see, e.g.*, Exhibit 36); by benefiting from Alfresco’s “new partner portal, quarterly business reviews, . . . joint go-to-market campaigns, dedicated marketing resources, additional sales and support, and other key business enhancements” (*see, e.g.*, Exhibit 37); by recommending Alfresco’s infringing ECM software (*see* <https://bluefishgroup.com/ecm-services/>), and by encouraging its customers to use Alfresco’s infringing ECM software by offering an “Alfresco Quick Start” program (Exhibit 8) program and its “Alfresco Small Bites” program, through which Blue Fish offers evaluation, installation, configuration, customization and development of Alfresco ECM software, as well as migrating documents from external sources or other ECM systems into Alfresco’s ECM system (Exhibit 9).

THE PATENTS-IN-SUIT

45. U.S. Patent No. 7,062,515 (“the ’515 patent”), entitled “System and Method for Synchronization of a File in a Cache,” was duly and legally issued on June 13, 2006. A true and correct copy of the ’515 patent is attached as Exhibit A.

46. The ’515 patent is valid and enforceable.

47. U.S. Patent No. 8,117,152 (“the ’152 patent”), entitled “System and Method for the Synchronization of a File in a Cache,” was duly and legally issued on February 14, 2012. A true and correct copy of the ’152 patent is attached as Exhibit B.

48. The '152 patent is valid and enforceable.

49. U.S. Patent No. 7,590,665 (“the '665 patent”), entitled “System and Method for the Synchronization of a File in a Cache,” was duly and legally issued on September 15, 2009. A true and correct copy of the '665 patent is attached as Exhibit C.

50. The '665 patent is valid and enforceable.

51. U.S. Patent No. 8,645,318 (“the '318 patent”), entitled “System and Method for the Synchronization of a File in a Cache,” was duly and legally issued on February 4, 2014. A true and correct copy of the '318 patent is attached as Exhibit D.

52. The '318 patent is valid and enforceable.

53. The Patents-in-Suit are generally related to cache management and techniques for synchronizing cached files with a database. (*E.g.* '155 patent, 1:8-10.) In particular, they relate to systems and methods for synchronization of a cache. (*Id.* at 3:22-28.)

54. The specifications disclose and specifically claim inventive and patentable subject matter that represents significant improvements over conventional client/server computer networks that were available at the time of filing of Patents-in-Suit and are more than just generic apparatus or software components performing conventional activities.

55. The inventors of the Patents-in-Suit, David Thomas and Scott Wells, invented the technology described and claimed in the Patents-in-Suit while working at Austin-based Vignette Corporation, a company founded in 1995 that offered a suite of content management, collaboration, and document management software.

56. At the time of filing of the Patents-in-Suit, it had become increasingly popular for organizations to use centralized databases to store files. ('665 patent, 1:23-50.) Such a database allows employees to access the database from remote computers via a network, in order to access

and work on stored files. (*Id.*) “Because database assets are usually transported over a relatively slow network connection, a cache at the user’s computer can be used to increase the speed with which files can be accessed and modified.” (*Id.* at 1:58-61.)

A cache typically stores a local copy of a database asset on the user’s computer. Thus a user can access and modify a local copy of a file, which is generally much faster than accessing a file directly over a network. When a user makes a change to the local or “cached” file copy, the change can . . . be synchronized with the database from which the file was originally retrieved.

(’665 patent, 1:61-67.)

57. Performing such a synchronization can be quite complex, because (1) database assets include a variety of different file types, such as Microsoft Word files, Microsoft Excel files, graphics files, etc.; and (2) different users may have different preferences for file editing tools, such as two users each editing a word processing document with two different text editors. (’665 patent, 2:1-20.)

58. While several synchronization methods existed at the time of filing of the ’665 patent, these prior art methods were plagued with disadvantages and inefficiency. (’665 patent, 2:21-3:24.) Mr. Thomas and Mr. Wells recognized these problems with the prior art. First, organizations could force users to employ a custom-designed tool for editing database assets, reducing the complexity of reconciling different tools; however, this solution does not allow a user to seamlessly implement his or her tool of choice, requires that the user learn a new tool, and results in extra expense to the organization. (’665 patent, 2:22-33.) Second, a second “synchronization program” could be installed on the client machine; however, a user is limited to only those tools for which the organization has a corresponding synchronization program and users are required to take the extra step of saving the updated file not only to his client machine but also to the synchronization program. (’665 patent, 2:34-3:3.) Third, an operating system-level implementation allows users to view database assets as if they were locally situated on the client

machine; however, this solution requires additional programming at the operating system “driver” level, at which any small coding error will cause the user’s client machine to crash and loss of data. (’665 patent, 3:4-25.)

59. The Patents-in-Suit claimed system/method for synchronizing database assets solves this content management problem by reciting specific and significant improvements over the conventional client/server network, such as, for example, the monitoring and synchronization of a file cache. (’665 patent, 3:28-55.)

60. For example, a “cache manager” stores a database asset as a cached file to allow the user access and notifies the operating system to open the cached file, such that the operating system is able to open the file using the appropriate application for its file type. (’665 patent, cl. 1.) Upon notification by the file management system that the cached file has been modified, the cache manager communicates the cached file to the database, such that the local and server files are synchronized. (’665 patent, cl. 1, 3:36-45.) The claims of the ’665 patent are directed to these specific improvements in the capabilities of client/server networks and not to an abstract process that merely invokes these devices as tools.

61. Given the state of the art at the time of filing of the Patents-in-Suit, the claim limitations, both individually and as an ordered combination, were not conventional, well-understood, or routine. The Patents-in-Suit disclose, among other things, an unconventional technological solution to an issue arising specifically in the context of client/server networks. The solutions implemented by the claimed inventions provide a specific and substantial improvement over prior synchronization methods, including by introducing novel elements combined in an unconventional manner directed to improving the function and working of client/server networks such as the claimed “storing the database asset in a cache as a cached file, wherein the cache

manager stores the database asset as the cached file; notifying an operating system to open the cached file using a local application associated with a file type . . . and if the cached file has been modified, communicating the cached file to the database” (’665 patent, cl. 1) and the claimed “determine if the cached file at the client computer has been modified by a user using the locally running application based on a notification from a file management system of an operating system; and if the cached file has been modified, save the cached file from the cache directly to the database” (’515 patent, cl. 1).

62. The inventors therefore developed a method that improved performance with regard to accessing and modifying database assets. (*E.g.* ’515 patent, 11:21-67.) As discussed above, these claimed elements and their combination were not present in the prior art, and represent unconventional and concrete improvements over the prior art.

63. Consistent with the problems identified by the Patents-in-Suit, which are rooted in client/server networks and their use of complex and centralized databases, the solutions claimed in the Patents-in-Suit are also rooted in the same technology and cannot be performed with pen and paper or in the human mind. This technical context is reflected in the claims of the Patents-in-Suit, as described above. A person having ordinary skill in the art at the time of the invention of the Patents-in-Suit would not have understood that the inventions could or would be performed solely in the human mind or using pen and paper and doing so would ignore the stated purpose of the Patents-in-Suit and the problem the patented technology was specifically designed to address. Doing so would also run counter to the inventors’ detailed description of the inventions, and the language of the claims, and be a practical impossibility.

64. Open Text S.A. ULC is the holder of all right, title, and interest in the ’515, ’152, ’665, and ’318 patents (collectively, the “Patents-in-Suit”), including all rights to collect damages

throughout the period of Defendants' infringing acts, all rights to prevent others from making, having made, using, offering for sale, or selling products or services covered by such patents, and all rights to enforce the Patents-in-Suit. Open Text S.A. ULC is a wholly owned subsidiary of Open Text Corp.

ACCUSED PRODUCTS

65. Alfresco Content Services provides a platform of Enterprise Content Management (ECM) Software ("the Accused Product") for enterprises and their users to store, manage, synchronize, and access content. For example, Alfresco's ECM software includes at least Alfresco Desktop Sync, and any and all similar functionality, which automatically synchronizes content between the Alfresco repository and end user desktops, ensuring user's offline work is synchronized with the network. On information and belief, each implementation of at least Alfresco Desktop Sync (including for Mac and for Windows) and Alfresco Sync Service operates similarly for purposes of determining infringement.

FIRST CAUSE OF ACTION (INFRINGEMENT OF THE '515 PATENT)

66. OpenText realleges and incorporates by reference the allegations of the preceding paragraphs of this Complaint.

67. Alfresco's products and/or services that infringe the '515 patent include, but are not limited to, the Accused Products and use thereof.

68. Alfresco makes, uses, sells, offers for sale, and/or imports the Accused Products and components thereof in the United States. On information and belief, Blue Fish uses, sells, and/or offers to sell the Accused Products and components thereof.

69. Alfresco and Blue Fish directly infringe—literally and/or under the doctrine of equivalents—at least claim 1 of the '515 patent by making, using, selling, offering for sale, and/or

importing into the United States its Accused Products and components thereof.

70. For example, claim 1 of the '515 patent recites:

1. A system for synchronizing a cached file with a database:

a computer processor;

a network connection device operable to establish a connection with a database;

a computer readable memory containing a local cache; and

a software program, executable to run in user space on a client computer, stored on a computer medium and executable by the computer processor to:

send a request to the database for a file;

receive the file at the client computer directly from a database;

store the file as a cached file in the local cache;

notify the operating system to open the cached file using a locally running application associated with the file type for the cached file;

determine if the cached file at the client computer has been modified by a user using the locally running application based on a notification from a file management system of an operating system; and

if the cached file has been modified, save the cached file from the cache directly to the database.

71. The Accused Products practice each limitation of claim 1 of the '515 patent.

72. As recited in the preamble, the Accused Products include a “system for synchronizing a cached file with a database.” For example, Alfresco’s Sync Service “synchronizes files between the desktop and repository,” as described in the image below. Alfresco Sync Service, available at: <https://docs.alfresco.com/syncservice/concepts/syncservice-overview.html>.

Alfresco Sync Service

Alfresco Sync Service is an add-on module that synchronizes files between the desktop and repository using web services. It's part of the Desktop Sync solution that consists of three components: Sync Service, Desktop Sync for Windows, and Desktop Sync for Mac. This documentation describes how to install, configure, and administer the Sync Service.

73. The Accused Products include “a computer processor” as required by claim 1 of the ’515 patent. For example, Alfresco Desktop Sync, which is part of Alfresco’s Sync Services, can operate on a user’s desktop with Windows or Mac operating system as described in the image below. Either Windows or Mac requires a processor. Alfresco Desktop Sync 1.4, available at: <https://docs.alfresco.com/desktopsync1.4/concepts/ds-overview.html>.

Alfresco Desktop Sync 1.4

With Desktop Sync, desktop users can securely and automatically sync content between their desktop and Alfresco Content Services.

You can easily connect to Alfresco Content Services and select folders and sites to view and work with on the desktop, even when working offline.

Once the folders and sites are selected, they are automatically downloaded and visible using Microsoft File Explorer (for Windows) or Finder (for Mac).

74. The Accused Products include “a network connection device operable to establish a connection with a database” as required by claim 1 of the ’515 patent. For example, Alfresco’s Sync Service synchronizes files between the desktop and repository. (See Alfresco Sync Service, available at: <https://docs.alfresco.com/syncservice/concepts/syncservice-overview.html>.) Therefore, Alfresco’s Sync Service requires a network connection device to establish a connection between the desktop and the repository.

Alfresco Sync Service

Alfresco Sync Service is an add-on module that synchronizes files between the desktop and repository using web services. It’s part of the Desktop Sync solution that consists of three components: Sync Service, Desktop Sync for Windows, and Desktop Sync for Mac. This documentation describes how to install, configure, and administer the Sync Service.

75. In addition, the configuration of Alfresco Desktop Sync allows a user to update the network access configuration as described in the image below, also indicating the presence of at

least one network connection device in the Accused Products. (See Configuring Desktop Sync, available at: <https://docs.alfresco.com/print/book/export/html/2424609>.)

Desktop Sync configuration

You can configure Desktop Sync using the AlfrescoSync.conf file located at:

- (Windows)
`<userHome>\AppData\Local\Alfresco`
- (For Mac)
`~/Library/Application Support/Alfresco`

Using the configuration file, you can update:

- timer values, such as polling and retry intervals
- sync constraint patterns for files/folders to be ignored by Desktop Sync
- disk space limits
- custom content type mappings for particular file extensions
- user interface defaults and customization (including localization)
- network access configuration
- debug logging

76. The Accused Products include “a computer readable memory containing a local cache,” as required by claim 1 of the ’515 patent. For example, the client’s desktop operating Alfresco Desktop Sync contains a local cache located on a local hard drive (e.g., the C drive) and configured to store documents synchronized with a repository, as described by the image below. (See Selecting content to sync, available at: <https://docs.alfresco.com/desktopsync1.4/tasks/ds-select-sync.html>.)

Selecting content to sync

Once you’ve set up Desktop Sync, all your Alfresco Content Services folders are displayed from My Files, Shared Files, and My Sites. Use the Choose files and folders to sync screen to select the content to sync between Alfresco Content Services and your desktop. The content is synced at C:\Users\<username>\Alfresco.

Note: The screen provides an estimate of how much disk space will be occupied, so only select the content you need. The more content you select, the more space will be taken on your local machine and the more time it will take to perform the initial sync.

77. The Accused Products include “a software program, executable to run in user space on a client computer, stored on a computer medium and executable by the computer processor to send a request to the database for a file,” as required by claim 1 of the ’515 patent. For example, Alfresco Desktop Sync is an executable application that runs on the user’s desktop. During

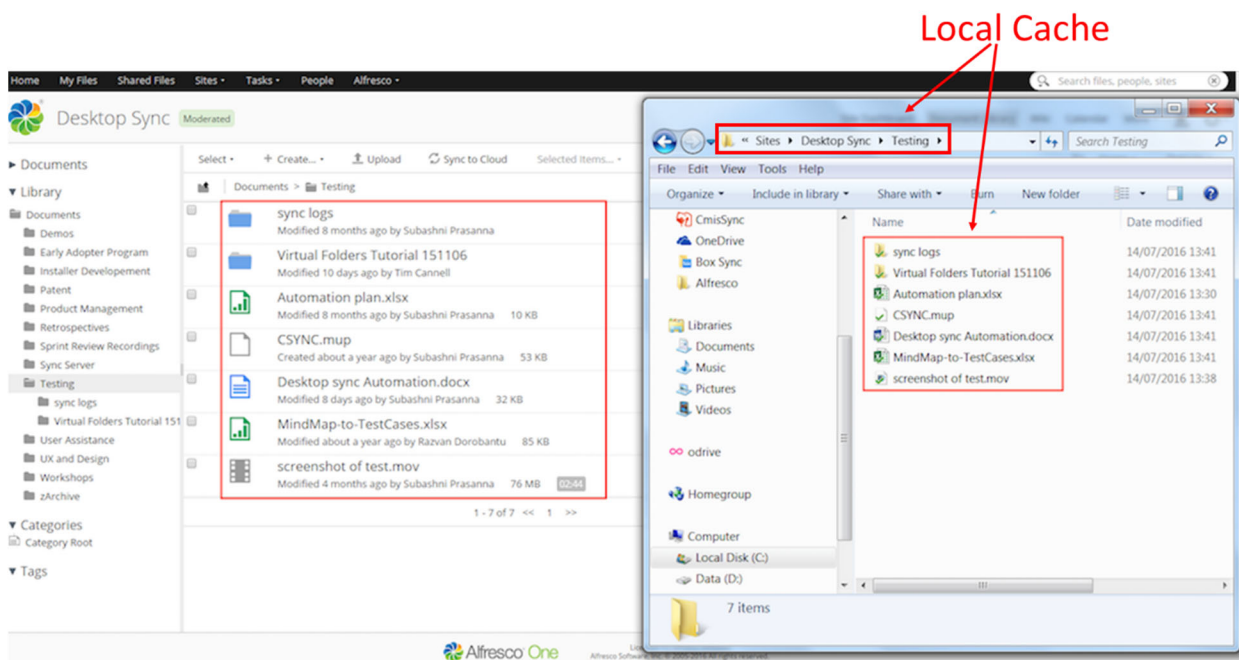
operation, Alfresco sends a request to a repository for a file from the repository when a user uses the Choose files and folders to sync screen to select the content to sync, as described by the image below. (See Selecting content to sync, at: <https://docs.alfresco.com/desktopsync1.4/tasks/ds-select-sync.html>.)

Selecting content to sync

Once you've set up Desktop Sync, all your Alfresco Content Services folders are displayed from My Files, Shared Files, and My Sites. Use the Choose files and folders to sync screen to select the content to sync between Alfresco Content Services and your desktop. The content is synced at C:\Users\<username>\Alfresco.

Note: The screen provides an estimate of how much disk space will be occupied, so only select the content you need. The more content you select, the more space will be taken on your local machine and the more time it will take to perform the initial sync.

78. The Accused Products include “a software program . . . to . . . receive the file at the client computer directly from a database” and to “store the file as a cached file in the local cache” as required by claim 1 of the '515 patent. For example, copies of all the content a user has selected to sync for Alfresco Desktop Sync are stored in a local cache, as described in the image below. Desktop Sync also automatically keeps both the local copy and the Alfresco versions in sync with each other whenever any changes are made. (See Selecting content to sync, available at: <https://docs.alfresco.com/desktopsync1.4/tasks/ds-select-sync.html>.)



79. The Accused Products include “a software program . . . to . . . notify the operating system to open the cached file using a locally running application associated with the file type for the cached file,” as required by claim 1 of the ’515 patent. For example, Alfresco Desktop Sync allows modifications made to local copies of a file to be synchronized with Alfresco versions, thereby inherently allowing a user to open the local copies. On information and belief, if a conflict occurs between the locally edited cached file and the file on the server, upon close of the cached file, Desktop Sync notifies the user of the conflict. The user can double click on the local version of conflicted file and the Desktop Sync will cause the operating system to open the file indicated by the user. On information and belief, the Desktop Sync sends API calls to the operating system to open the cached file using the locally running application associated with the file type for the selected file.

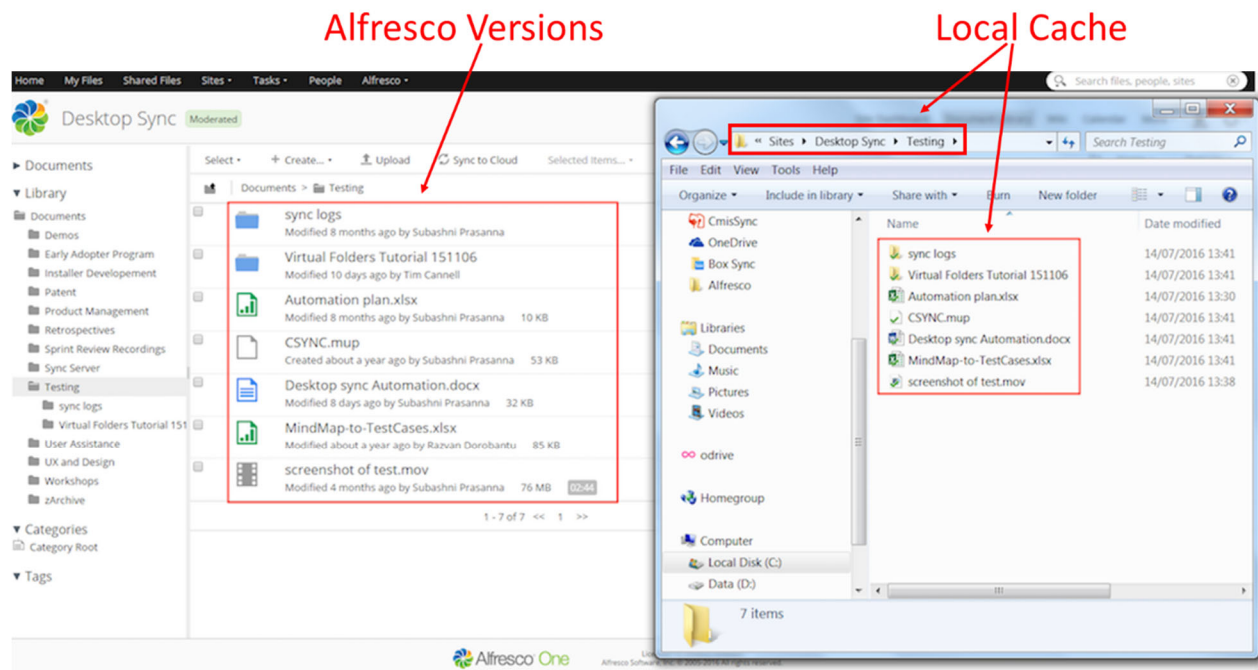
80. The Accused Products include “a software program . . . to . . . determine if the cached file at the client computer has been modified by a user using the locally running application based on a notification from a file management system of an operating system,” as required by claim 1 of the ’515 patent. On information and belief, Desktop Sync registers with the operating system to be notified of changes to files in the local cache. Based on Desktop Sync registering for the notifications, Desktop Sync receives a notification of a change to a cached file in the local cache and determines that the cached file has changed.

81. A Desktop Sync client can poll the synchronization service for changes every 5 minutes, by default. Changes on the device will trigger a poll of the synchronization service for changes. The synchronization service responds with a set of events that represent what has changed in that folder since the last poll request. Based on that, the client determines, *e.g.*, what changes need to be pushed to the repository and what changes need to be pulled from the

repository. (See Desktop Sync Process, available at: <https://docs.alfresco.com/syncservice/concepts/desktop-sync-process.html>.)

82. The Accused Products include “a software program . . . to . . . if the cached file has been modified, save the cached file from the cache directly to the database,” as required by claim 1 of the ’515 patent. On information and belief, when the cached file has been changed, Desktop Sync saves the cached file back to the Alfresco Content Services repository. The cached file is saved directly back to the Alfresco Content Services repository without the user having to take the additional actions of accessing Desktop Sync and saving the file separately in Desktop Sync.

83. Desktop Sync automatically keeps both the local copy and the Alfresco versions in sync with each other whenever any changes are made, as described by the image below. (See Selecting content to sync, available at: <https://docs.alfresco.com/desktopsync1.4/tasks/ds-select-sync.html>.)



84. Each claim in the ’515 patent recites an independent invention. Neither claim 1, described above, nor any other individual claim is representative of all claims in the ’515 patent.

85. On information and belief, there has been significant effort by the Defendants, either alone or together, to imitate OpenText's patent-protected products to compete with OpenText in the ECM and EIM markets and to increase Defendants' share of that market at the expense of OpenText's market share. (*See, e.g.*, Exhibits 24, Exhibit 31; Exhibit 32; Exhibit 33.) Defendants' efforts have resulted in the Accused Product, which infringes at least claim 1 of the '515 patent as described above, and those efforts would have exposed Defendants to the '515 patent prior to the filing of the original Complaint in this action.

86. Further, Alfresco and Blue Fish have been aware of the '515 patent since at least the filing of the original Complaint in this action—October 7, 2020.

87. On information and belief, at least as of the filing of the original Complaint in this action, Defendants have knowingly and actively induced and are knowingly and actively inducing at least its customers, partners, and end users to directly infringe at least claim 1 of the '515 patent, in violation of 35 U.S.C. § 271(b).

88. Alfresco and Blue Fish's customers and end users of the Accused Products directly infringe at least claim 1 of the '515 patent by using the Accused Products as described in the paragraphs above.

89. On information and belief, the infringing actions of each customer and/or end-user of the Accused Products are attributable to either Alfresco or to an Alfresco partner.

90. Either Alfresco or Alfresco's partners (*e.g.*, Blue Fish and BP3) recommend and sell the Accused Products and provide technical support for the installation, implementation, integration, and ongoing operation of the Accused Products for each individual customer. On information and belief, each customer enters into a contractual relationship with either Alfresco or an Alfresco partner, which obligates each customer to perform certain actions as a condition to use

of the Accused Products. Further, in order to receive the benefit of Alfresco's or Alfresco's partners' continued technical support and their specialized knowledge and guidance of the operability of the Accused Products, each customer must continue to use the Accused Products in a way that infringes the '515 patent. Further, as the entity that provides installation, implementation, and integration of the Accused Products in addition to ensuring the Accused Product remains operational for each customer through ongoing technical support, on information and belief, either Alfresco or Alfresco's partners establish the manner and timing of each customer's performance of activities that infringe the '515 patent.

91. On information and belief, either Alfresco or Alfresco's partners form a joint enterprise with customers to engage in directly infringing the '515 patent. On further information and belief, either Alfresco or Alfresco's partners together with each customer operate under a contractual agreement; have a common purpose to operate the Accused Products in a way that directly infringes the '515 patent as outlined in the paragraphs above; have pecuniary interests in operating the Accused Products by directly profiting from the sale and/or maintenance of the Accused Products or by indirectly profiting from the increased efficiency resulting from use of the Accused Products; and have equal rights to a voice in the direction of the enterprise either by guiding and advising on the operation and capabilities of the Accused Products with product-specific know-how and expertise or by requesting that certain customer-specific capabilities be implemented in the Accused Products.

92. On information and belief, at least as of the filing of the original Complaint in this action, Defendants have knowingly and actively induced infringement of at least claim 1 of the '515 patent by customers and end users of the Accused Products, and have done so with specific intent to induce infringement, and/or with willful blindness to the possibility that its acts induce

infringement in violation of 35 U.S.C. § 271(b), through activities relating to selling, marketing, advertising, promoting, supporting, and/or distributing the Accused Products in the United States. (Exhibit 32; Exhibit 33.)

93. On information and belief, Defendants deliberately and knowingly instruct their customers and end users to use the Accused Products in a way that infringes at least claim 1 of the '515 patent as described above, at least through their marketing, promotional, and instructional materials and/or training to use the infringing Accused Products in such an infringing way, as described in detail in the paragraphs above.

94. On information and belief, Defendants knowingly advertise and instruct third parties—*e.g.*, their customers and other end users—on how to use the Accused products in a way that infringes at least claim 1 of the '515 patent as described above, and such activity has continued since the filing of the original Complaint in this action.

95. On information and belief, in addition to marketing the Accused Products for use in an infringing manner, Alfresco also provides customer service to purchasers of the Accused Products that deliberately and knowingly directs and encourages customers of the Accused Products to use the Accused Products in an infringing manner. On information and belief, Blue Fish provides training to customers of the Accused Products that deliberately and knowingly directs and encourages customers of the Accused Products to use the Accused Products in an infringing manner.

96. On information and belief, Defendants have sales and technical support staff that assist Alfresco's customers and end users and provide instructions for using the Accused Products in a way that infringes at least claim 1 of the '515 patent as described above.

97. On information and belief, at least Alfresco knowingly and actively contributes to infringement of the '515 patent at least as of the filing date of the original Complaint in this action by offering to sell, selling, and importing into the United States the Accused Products and components thereof, including, for example, the Alfresco Sync Services and associated software applications. Such components are substantial, material parts of the claimed inventions of the '515 patent and have no substantial non-infringing use. On information and belief, the foregoing activities have continued since the filing of the original Complaint in this action. (Exhibit 32; Exhibit 33.)

98. On information and belief, at least Alfresco knows that the Alfresco Sync Services and associated software applications supplied by Alfresco are especially made and especially adapted for use in infringing the '515 Patent and are not staple articles or commodities of commerce suitable for substantial non-infringing use.

99. On information and belief, Alfresco also had knowledge of the '515 patent on or around June 5, 2013, the date of the Complaint in *Open Text S.A. v. Box, Inc.*, No. 2:13-cv-00319 (E.D. Va.), and not later than August 1, 2014, the date of consolidation of *Open Text S.A. v. Box, Inc.*, No. 13-cv-04910-JD (N.D. Cal) and *Open Text S.A. v. Alfresco Software Ltd. et al.*, No. 2:13-cv-04843-JD (N.D. Cal.).

100. Because Alfresco had knowledge of the '515 patent and proceeded to copy the infringing functionality and willfully, wantonly, deliberately and knowingly infringe, directly and indirectly, the '515 patent, Alfresco's infringement has been and continues to be willful.

101. Blue Fish has had knowledge of the '515 patent since at least the filing of the original Complaint in this action. Blue Fish's continued infringement is therefore knowing, deliberate, and willful.

102. Alfresco's knowledge of the '515 patent at least since the filing of the original Complaint in this action renders Alfresco's continued infringement knowing, deliberate, and willful.

103. Defendants' infringement of the '515 patent is without license or other authorization.

104. On information and belief, Defendants, either alone or together, are knowingly, deliberately, and willfully targeting customers of Plaintiffs' software product, Documentum, with the intention of getting those customers to switch from using Plaintiffs' innovative and patent-protected technology to Alfresco's infringing ECM software. (Exhibit 24.) On further information and belief, Defendants' knowing, deliberate, and willful targeting actions have continued since at least the filing of the original Complaint in this action. (Exhibit 32; Exhibit 33.)

105. OpenText "consists of four revenue streams: license, cloud services and subscriptions, customer support, and professional service and other." (*See, e.g.*, Exhibit 39 at 9-10.) Each revenue stream relates directly to the ability of OpenText to acquire and retain customers for its software products in a market that is "highly competitive" and increasingly more competitive "as a result of ongoing software industry consolidation," such as the acquisition of Alfresco by Hyland. (*See, e.g.*, Exhibit 39 at 11; *see also, e.g.*, Exhibit 32; Exhibit 33; Exhibit 30 at 4; Exhibit 34 at 3.) OpenText is an innovator in the market and has acquired multiple patents, including the Patents-in-Suit, to give it an advantage over such competition. The Defendants' infringing activities have resulted and will continue to result in irreparable harm to OpenText because of the competitive threat that the Defendants—including Hyland's acquisition of Alfresco—have to OpenText's share of the relevant "highly competitive" market, and the impact that Defendants' infringing activities have on each one of OpenText's four revenue streams.

Further, public interest factors favor OpenText as the owner and assignee of government-issued patents, including the Patents-in-Suit, that serve to recognize OpenText's innovative contribution to the public knowledge in exchange for the patent protection that Defendants are now infringing. Additionally, Alfresco's and Blue Fish's open, notorious, and deliberate targeting of their infringing ECM software against OpenText's patented ECM offerings, including Documentum (*see* Exhibit 24), represents a significant competitive threat to each one of OpenText's four revenue streams that shifts the balance of hardships to OpenText's favor since each customer lost as a result of Alfresco's and Blue Fish's targeting is a customer OpenText may never regain.

106. Alfresco and Blue Fish's continued infringement of the '515 patent has damaged and will continue to damage Plaintiffs.

107. Unless and until enjoined by this Court, Defendants will continue to directly infringe as well as induce and contribute to infringement of the '515 patent.

108. OpenText is entitled to a preliminary injunction to maintain the status quo between OpenText and Alfresco, which, through its acquisition by Hyland, is now one of OpenText's biggest competitors (*see, e.g.*, Exhibits 24, Exhibit 31; Exhibit 32; Exhibit 33), and is using OpenText's patented technology to willfully target OpenText's customers (*see, e.g.*, Exhibit 24) and compete with OpenText in the ECM and EIM markets.

109. Defendants' infringing acts are causing and will continue to cause Plaintiffs at least irreparable harm, including without limitation loss of market share, customers and/or conveyed sales and services which cannot be accurately quantified nor adequately compensated for by money damages, and for which there is no adequate remedy at law. Under 35 U.S.C. § 283, Plaintiffs are entitled to a permanent injunction against further infringement.

110. This case is exceptional, entitling Plaintiffs to enhanced damages under 35 U.S.C.

§ 284 and an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

SECOND CAUSE OF ACTION
(INFRINGEMENT OF THE '152 PATENT)

111. OpenText realleges and incorporates by reference the allegations of the preceding paragraphs of this Complaint.

112. Alfresco's products and/or services that infringe the '152 patent include, but are not limited to, the Accused Products and use thereof.

113. Alfresco makes, uses, sells, offers for sale, and/or imports the Accused Products and components thereof in the United States. On information and belief, Blue Fish uses, sells, and/or offers to sell the Accused Products and components thereof.

114. Alfresco and Blue Fish directly infringes—literally and/or under the doctrine of equivalents—at least claim 1 of the '152 patent by making, using, selling, offering for sale, and/or importing into the United States its Accused Products and components thereof.

115. For example, claim 1 of the '152 patent recites:

1. A method for synchronizing a file in a cache comprising:

a cache manager at a client computer receiving a database asset from a database at a database server, wherein the client computer is executing an operating system, the cache manager, and a local application, wherein the client computer is coupled to the database server over a network;

the cache manager storing the database asset in a cache of the client computer as a cached file;

the cache manager prompting the operating system to open the cached file using a local application associated with a file type for the cached file;

receiving, at the cache manager, a notification from the operating system indicating that the cached file has been modified;

the cache manager determining that the cached file has been modified based on receiving the notification from the operating system; and

the cache manager communicating the modified cached file to the database.

116. The Accused Products practice each limitation of claim 1 of the '152 patent.

117. As recited in the preamble, the Accused Products provide a method for “synchronizing a file in a cache.” For example, Alfresco’s Sync Service “synchronizes files between the desktop and repository,” as described in the image below. (See Alfresco Sync Service, available at: <https://docs.alfresco.com/syncservice/concepts/syncservice-overview.html>.)

Alfresco Sync Service

Alfresco Sync Service is an add-on module that synchronizes files between the desktop and repository using web services. It's part of the Desktop Sync solution that consists of three components: Sync Service, Desktop Sync for Windows, and Desktop Sync for Mac. This documentation describes how to install, configure, and administer the Sync Service.

118. The Accused Products provide a method “a cache manager at a client computer receiving a database asset from a database at a database server, wherein the client computer is executing an operating system, the cache manager, and a local application, wherein the client computer is coupled to the database server over a network” as required by claim 1 of the '152 patent. For example, Alfresco Desktop Sync manages a cache of the client’s desktop at least by synchronizing the files stored in the cache with a repository, as described by the image below. (See Selecting content to sync, available at: <https://docs.alfresco.com/desktopsync1.4/tasks/ds-select-sync.html>.)

Selecting content to sync

Once you've set up Desktop Sync, all your Alfresco Content Services folders are displayed from My Files, Shared Files, and My Sites. Use the Choose files and folders to sync screen to select the content to sync between Alfresco Content Services and your desktop. The content is synced at C:\Users\<username>\Alfresco.
Note: The screen provides an estimate of how much disk space will be occupied, so only select the content you need. The more content you select, the more space will be taken on your local machine and the more time it will take to perform the initial sync.

119. Alfresco Desktop Sync receives copies of the content a user has selected to sync from Alfresco Content Services, which is a database, as described by the image below. (See Alfresco Desktop Sync 1.4, available at <https://docs.alfresco.com/print/book/export/html/2424580>.) Alfresco Content Services system includes a server running a database. (See Alfresco Content Services architecture, available at: <https://docs.alfresco.com/print/book/export/html/2544159>.)

Alfresco Desktop Sync 1.4

With Desktop Sync, desktop users can securely and automatically sync content between their desktop and Alfresco Content Services.

You can easily connect to Alfresco Content Services and select folders and sites to view and work with on the desktop, even when working offline.

System architecture

At the core of the Alfresco Content Services system is a repository supported by a server that persists content, metadata, associations, and full text indexes. Programming interfaces support multiple languages and protocols upon which developers can create custom applications and solutions. Out-of-the-box applications provide standard solutions such as document management and records management.

120. Alfresco Desktop Sync can operate on a user's desktop running either Windows or Mac as described in the image below. (See Alfresco Desktop Sync 1.4, available at: <https://docs.alfresco.com/desktopsync1.4/concepts/ds-overview.html>.)

Alfresco Desktop Sync 1.4

With Desktop Sync, desktop users can securely and automatically sync content between their desktop and Alfresco Content Services.

You can easily connect to Alfresco Content Services and select folders and sites to view and work with on the desktop, even when working offline.

Once the folders and sites are selected, they are automatically downloaded and visible using Microsoft File Explorer (for Windows) or Finder (for Mac).

121. Client's desktop operating Alfresco Desktop Sync for Windows includes at least Explorer and a browser as local applications. (See Using Desktop Sync for Windows, available at: <https://docs.alfresco.com/print/book/export/html/2424582>.)

Setting up Desktop Sync

The first time you open Desktop Sync you need to enter your login details to connect to Alfresco.

1. Open Desktop Sync just as you would any other program by double-clicking the icon on your desktop or opening it through Explorer.

Speak to your IT team if you need any help.

2. Enter the Alfresco address supplied by your IT team.

This is the address of the server - make sure the URL provided is the repository URL.

This could be, for example, <https://alfresco.mycompany.com/alfresco>.

122. Alfresco Desktop Sync synchronizes files between the desktop and the repository. (See Alfresco Sync Service, available at: <https://docs.alfresco.com/syncservice/concepts/syncservice-overview.html>.) Therefore, Alfresco Desktop Sync includes a network connection device to establish a connection between the desktop and the repository.

Alfresco Sync Service

Alfresco Sync Service is an add-on module that synchronizes files between the desktop and repository using web services. It's part of the Desktop Sync solution that consists of three components: Sync Service, Desktop Sync for Windows, and Desktop Sync for Mac. This documentation describes how to install, configure, and administer the Sync Service.

123. The configuration of Alfresco Desktop Sync allows a user to update the network access configuration as described in the image below, also indicating the presence of at least one network connection device in the Accused Products. (See Configuring Desktop Sync, available at: <https://docs.alfresco.com/print/book/export/html/2424609>.)

Desktop Sync configuration

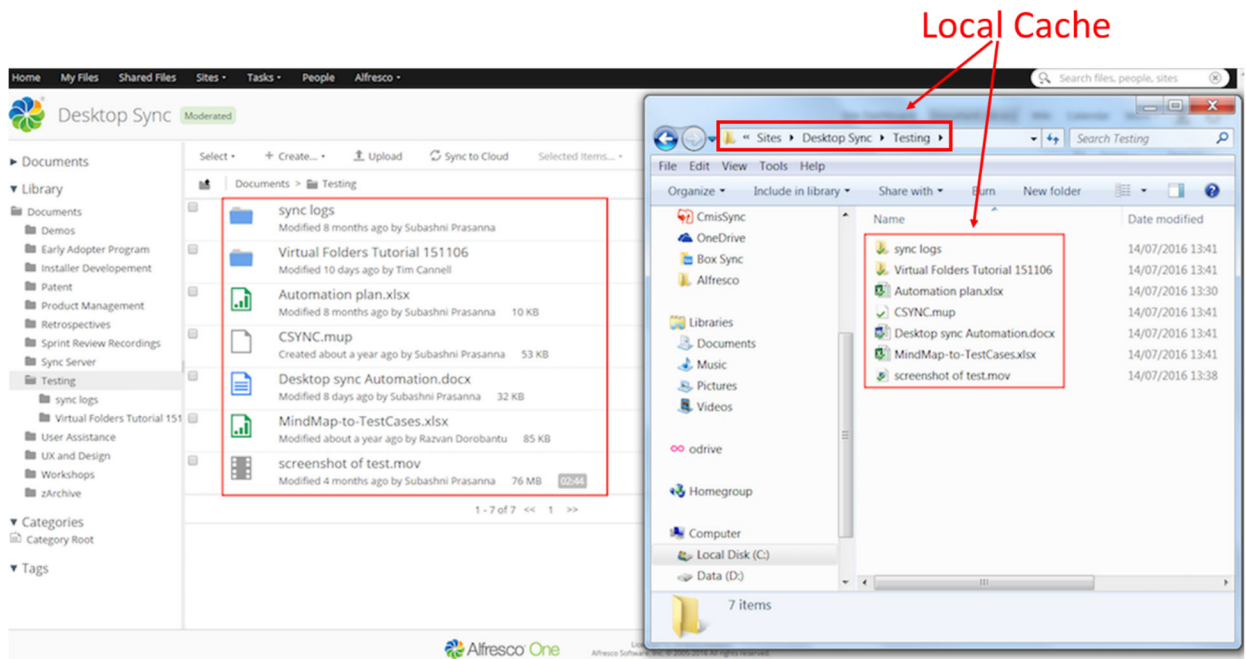
You can configure Desktop Sync using the AlfrescoSync.conf file located at:

- (Windows)
`<userHome>\AppData\Local\Alfresco`
- (For Mac)
`~/Library/Application Support/Alfresco`

Using the configuration file, you can update:

- timer values, such as polling and retry intervals
- sync constraint patterns for files/folders to be ignored by Desktop Sync
- disk space limits
- custom content type mappings for particular file extensions
- user interface defaults and customization (including localization)
- network access configuration
- debug logging

124. The Accused Products provide a method “the cache manager storing the database asset in a cache of the client computer as a cached file” as required by claim 1 of the ’152 patent. For example, copies of all the content a user has selected to sync for Alfresco Desktop Sync are stored in a local cache, as described in the image below. Desktop Sync also automatically keeps both the local copy and the Alfresco versions in sync with each other whenever any changes are made. (See *Selecting content to sync*, available at: <https://docs.alfresco.com/desktopsync1.4/tasks/ds-select-sync.html>.)



125. The Accused Products provide a method “the cache manager prompting the operating system to open the cached file using a local application associated with a file type for the cached file” as required by claim 1 of the ’152 patent. For example, Alfresco Desktop Sync allows modifications made to local copies of a file to be synchronized with Alfresco versions, thereby inherently allowing a user to open the local copies stored in the local cache as the cached files. On information and belief, if a conflict occurs between the locally edited cached file and the file on the server, upon close of the cached file, Desktop Sync notifies the user of the conflict. The user can double click on the local version of the conflicted file and Desktop Sync will cause the operating system to open the file indicated by the user. On information and belief, the Desktop Sync sends API calls to the operating system to open the cached file using the locally running application associated with the file type for the selected file.

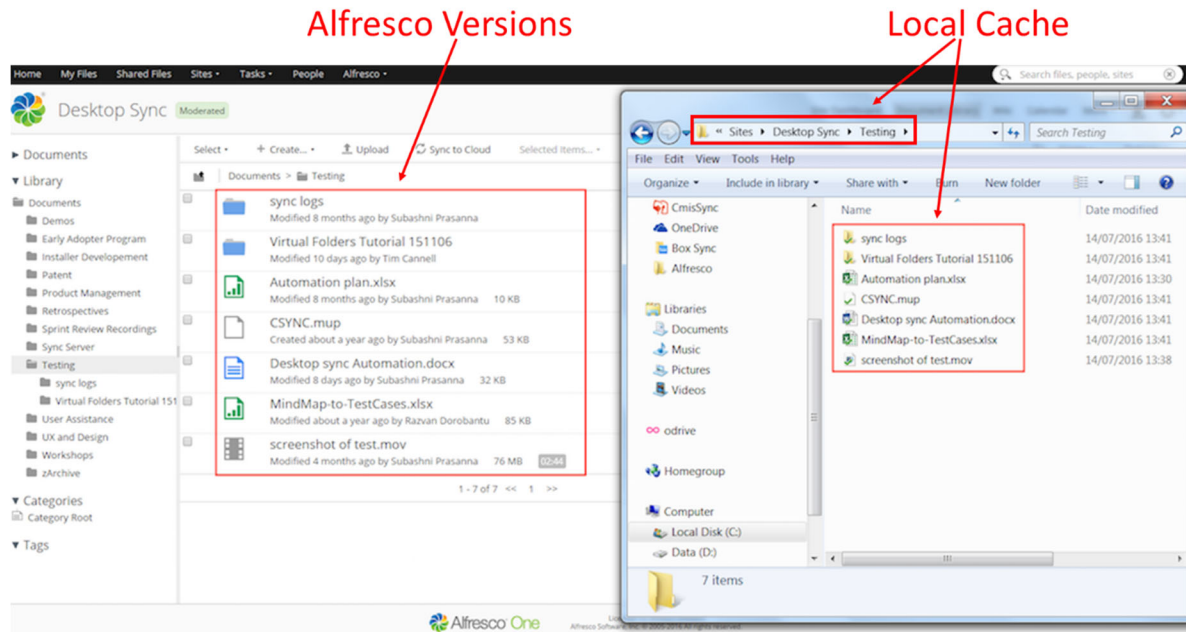
126. The Accused Products provide a method “receiving, at the cache manager, a notification from the operating system indicating that the cached file has been modified” and “the cache manager determining that the cached file has been modified based on receiving the

notification from the operating system” as required by claim 1 of the ’152 patent. On information and belief, Desktop Sync registers with the operating system to be notified of changes to files in the local cache. Based on Desktop Sync registering for the notifications, Desktop Sync receives a notification of a change to a cached file in the local cache and determines that the cached file has changed.

127. A Desktop Sync client can poll the synchronization service for changes every 5 minutes, by default. Changes on the device will trigger a poll of the synchronization service for changes. The synchronization service responds with a set of events that represent what has changed in that folder since the last poll request. Based on that, the client determines, *e.g.*, what changes need to be pushed to the repository and what changes need to be pulled from the repository. (See Desktop Sync Process, available at: <https://docs.alfresco.com/syncservice/concepts/desktop-sync-process.html>.)

128. The Accused Products provide a method “the cache manager communicating the modified cached file to the database” as required by claim 1 of the ’152 patent. On information and belief, when the cached file has been changed, Desktop Sync saves the cached file back to the Alfresco Content Services repository. The cached file is saved directly back to the Alfresco Content Services repository without the user having to take the additional actions of accessing Desktop Sync and saving the file separately in Desktop Sync.

129. Desktop Sync automatically keeps both the local copy and the Alfresco versions in sync with each other whenever any changes are made. as described by the image below. (See Selecting content to sync, available at: <https://docs.alfresco.com/desktopsync1.4/tasks/ds-select-sync.html>.)



130. Each claim in the '152 patent recites an independent invention. Neither claim 1, described above, nor any other individual claim is representative of all claims in the '152 patent.

131. On information and belief, there has been significant effort by the Defendants, either alone or together, to imitate OpenText's patent-protected products to compete with OpenText in the ECM and EIM markets and to increase Defendants' share of that market at the expense of OpenText's market share. (*See, e.g.*, Exhibits 24, Exhibit 31; Exhibit 32; Exhibit 33.) Defendants' efforts have resulted in the Accused Product, which infringes at least claim 1 of the '152 patent as described above, and those efforts would have exposed Defendants to the '152 patent prior to the filing of the original Complaint in this action.

132. Further, Alfresco and Blue Fish have been aware of the '152 patent since at least the filing of the original Complaint in this action—October 7, 2020.

133. On information and belief, at least as of the filing of the original Complaint in this action, Defendants have knowingly and actively induced and are knowingly and actively inducing

at least its customers and partners to directly infringe at least claim 1 of the '152 patent, in violation of 35 U.S.C. § 271(b).

134. Alfresco and Blue Fish's customers and end users of the Accused Products directly infringe at least claim 1 of the '152 patent by using the Accused Products as described in the paragraphs above.

135. On information and belief, the infringing actions of each customer and/or end-user of the Accused Products are attributable to either Alfresco or to an Alfresco partner.

136. Either Alfresco or Alfresco's partners (*e.g.*, Blue Fish and BP3) recommend and sell the Accused Products and provide technical support for the installation, implementation, integration, and ongoing operation of the Accused Products for each individual customer. On information and belief, each customer enters into a contractual relationship with either Alfresco or an Alfresco partner, which obligates each customer to perform certain actions as a condition to use of the Accused Products. Further, in order to receive the benefit of Alfresco's or Alfresco's partners' continued technical support and their specialized knowledge and guidance of the operability of the Accused Products, each customer must continue to use the Accused Products in a way that infringes the '152 patent. Further, as the entity that provides installation, implementation, and integration of the Accused Products in addition to ensuring the Accused Product remains operational for each customer through ongoing technical support, on information and belief, either Alfresco or Alfresco's partners establish the manner and timing of each customer's performance of activities that infringe the '152 patent.

137. On information and belief, either Alfresco or Alfresco's partners form a joint enterprise with customers to engage in directly infringing the '152 patent. On further information and belief, either Alfresco or Alfresco's partners together with each customer operate under a

contractual agreement; have a common purpose to operate the Accused Products in a way that directly infringes the '152 patent as outlined in the paragraphs above; have pecuniary interests in operating the Accused Products by directly profiting from the sale and/or maintenance of the Accused Products or by indirectly profiting from the increased efficiency resulting from use of the Accused Products; and have equal rights to a voice in the direction of the enterprise either by guiding and advising on the operation and capabilities of the Accused Products with product-specific know-how and expertise or by requesting that certain customer-specific capabilities be implemented in the Accused Products.

138. On information and belief, at least as of the filing of the original Complaint in this action, Defendants have knowingly and actively induced infringement of at least claim 1 of the '152 patent by customers and end users of the Accused Products, and have done so with specific intent to induce infringement, and/or with willful blindness to the possibility that its acts induce infringement in violation of 35 U.S.C. § 271(b), through activities relating to selling, marketing, advertising, promoting, supporting, and distributing the Accused Products in the United States. (Exhibit 32; Exhibit 33.)

139. On information and belief, Defendants deliberately and knowingly instruct their customers and end users to use the Accused Products in a way that infringes at least claim 1 of the '152 patent as described above, at least through their marketing, promotional, and instructional materials and/or training to use the infringing Accused Products in such an infringing way, as described in detail in the paragraphs above.

140. On information and belief, Defendants knowingly advertise and instruct third parties—*e.g.*, their customers and other end users—on how to use the Accused products in a way

that infringes at least claim 1 of the '152 patent as described above, and such activity has continued since the filing of the original Complaint in this action.

141. On information and belief, in addition to marketing the Accused Products for use in an infringing manner, Alfresco also provides customer service to purchasers of the Accused Products that deliberately and knowingly directs and encourages customers of the Accused Products to use the Accused Products in an infringing manner. On information and belief, Blue Fish provides services and training to customers of the Accused Products that deliberately and knowingly directs and encourages customers of the Accused Products to use the Accused Products in an infringing manner.

142. On information and belief, Defendants have sales and technical support staff that assist Alfresco's customers and end users and provide instructions for using the Accused Products in a way that infringes at least claim 1 of the '152 patent as described above.

143. On information and belief, at least Alfresco knowingly and actively contributes to infringement of the '152 patent at least as of the filing date of the original Complaint in this action by offering to sell, selling, and importing into the United States the Accused Products and components thereof, including, for example, the Alfresco Sync Services and associated software applications. Such components are substantial, material parts of the claimed inventions of the '152 patent and have no substantial non-infringing use. On information and belief, the foregoing activities have continued since the filing of the original Complaint in this action. (Exhibit 32; Exhibit 33.)

144. On information and belief, at least Alfresco knows that the Alfresco Sync Services and associated software applications supplied by Alfresco are especially made and especially

adapted for use in infringing the '152 Patent and are not staple articles or commodities of commerce suitable for substantial non-infringing use.

145. On information and belief, Alfresco also had knowledge of the '152 patent on or around June 5, 2013, the date of the Complaint in *Open Text S.A. v. Box, Inc.*, No. 2:13-cv-00319 (E.D. Va.), and not later than August 1, 2014, the date of consolidation of *Open Text S.A. v. Box, Inc.*, No. 13-cv-04910-JD (N.D. Cal) and *Open Text S.A. v. Alfresco Software Ltd. et al.*, No. 2:13-cv-04843-JD (N.D. Cal.).

146. Because Alfresco had knowledge of the '152 patent and proceeded to copy the infringing functionality and willfully, wantonly, deliberately and knowingly infringe, directly and indirectly, the '152 patent, Alfresco's infringement has been and continues to be willful.

147. Blue Fish has had knowledge of the '152 patent since at least the filing of the original Complaint in this action. Blue Fish's continued infringement is therefore knowing, deliberate, and willful.

148. Alfresco's knowledge of the '152 patent at least since the filing of the original Complaint in this action renders Alfresco's continued infringement knowing, deliberate, and willful.

149. Defendants' infringement of the '152 patent is without license or other authorization.

150. On information and belief, Defendants, either alone or together, are knowingly, deliberately, and willfully targeting customers of Plaintiffs' software product, Documentum, with the intention of getting those customers to switch from using Plaintiffs' innovative and patent-protected technology to Alfresco's infringing ECM software. (Exhibit 24.) On further information

and belief, Defendants' knowing, deliberate, and willful targeting actions have continued since at least the filing of the original Complaint in this action. (*See, e.g.*, Exhibit 32; Exhibit 33.)

151. OpenText "consists of four revenue streams: license, cloud services and subscriptions, customer support, and professional service and other." (Exhibit 39 at 9-10.) Each revenue stream relates directly to the ability of OpenText to acquire and retain customers for its software products in a market that is "highly competitive" and increasingly more competitive "as a result of ongoing software industry consolidation," such as the acquisition of Alfresco by Hyland. (*See, e.g.*, Exhibit 39 at 11; *see also, e.g.*, Exhibit 32; Exhibit 33; Exhibit 30 at 4; Exhibit 34 at 3.) OpenText is an innovator in the market and has acquired multiple patents, including the Patents-in-Suit, to give it an advantage over such competition. The Defendants' infringing activities have resulted and will continue to result in irreparable harm to OpenText because of the competitive threat that the Defendants—including Hyland's acquisition of Alfresco—have to OpenText's share of the relevant "highly competitive" market, and the impact that Defendants' infringing activities have on each one of OpenText's four revenue streams. Further, public interest factors favor OpenText as the owner and assignee of government-issued patents, including the Patents-in-Suit, that serve to recognize OpenText's innovative contribution to the public knowledge in exchange for the patent protection that Defendants are now infringing. Additionally, Alfresco's and Blue Fish's open, notorious, and deliberate targeting of their infringing ECM software against OpenText's patented ECM offerings, including Documentum (*see, e.g.*, Exhibit 24), represents a significant competitive threat to each one of OpenText's four revenue streams that shifts the balance of hardships to OpenText's favor since each customer lost as a result of Alfresco's and Blue Fish's targeting is a customer OpenText may never regain.

152. Defendants' continued infringement of the '152 patent has damaged and will continue to damage Plaintiffs.

153. Unless and until enjoined by this Court, Defendants will continue to directly infringe as well as induce and contribute to infringement of the '152 patent.

154. OpenText is entitled to a preliminary injunction to maintain the status quo between OpenText and Alfresco, which, through its acquisition by Hyland, is now one of OpenText's biggest competitors (*see, e.g.*, Exhibits 24; Exhibit 31; Exhibit 32; Exhibit 33), and is using OpenText's patented technology to willfully target OpenText's customers (*see, e.g.*, Exhibit 24) and compete with OpenText in the ECM and EIM markets.

155. Defendants' infringing acts are causing and will continue to cause Plaintiffs at least irreparable harm, including without limitation loss of market share, customers and/or conveyed sales and services which cannot be accurately quantified nor adequately compensated for by money damages, and for which there is no adequate remedy at law. Under 35 U.S.C. § 283, Plaintiffs are entitled to a permanent injunction against further infringement.

156. This case is exceptional, entitling Plaintiffs to enhanced damages under 35 U.S.C. § 284 and an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

THIRD CAUSE OF ACTION
(INFRINGEMENT OF THE '665 PATENT)

157. OpenText realleges and incorporates by reference the allegations of the preceding paragraphs of this Complaint.

158. Alfresco's products and/or services that infringe the '665 patent include, but are not limited to, the Accused Products and use thereof.

159. Alfresco makes, uses, sells, offers for sale, and/or imports the Accused Products and components thereof in the United States. On information and belief, Blue Fish uses, sells, and/or offers to sell the Accused Products and components thereof.

160. Alfresco and Blue Fish directly infringe—literally and/or under the doctrine of equivalents—at least claim 1 of the '665 patent by making, using, selling, offering for sale, and/or importing into the United States its Accused Products and components thereof.

161. For example, claim 1 of the '665 patent recites:

1. A method for synchronizing a file in a cache comprising:

providing a system comprising a client computer running an operating system, a cache manager and one or more applications and a database server running a database management application managing a database;

receiving a database asset from the database at the client computer;

storing the database asset in a cache as a cached file, wherein the cache manager stores the database asset as the cached file;

notifying an operating system to open the cached file using a local application associated with a file type for the cached file, wherein the cache manager notifies the operating system to open the cached file;

opening the cached file with the local application associated with the file type for the cached file;

determining if the cached file has been modified based on a notification from a file management system of the operating system, wherein the file management system sends the notification to the cache manager; and

if the cached file has been modified, communicating the cached file to the database.

162. The Accused Products practice each limitation of claim 1 of the '665 patent.

163. As recited in the preamble, the Accused Products provide a method for “synchronizing a file in a cache.” For example, Alfresco’s Sync Service “synchronizes files between the desktop and repository,” as described in the image below. (See Alfresco Sync Service, available at: <https://docs.alfresco.com/syncservice/concepts/syncservice-overview.html>.)

Alfresco Sync Service

Alfresco Sync Service is an add-on module that synchronizes files between the desktop and repository using web services. It's part of the Desktop Sync solution that consists of three components: Sync Service, Desktop Sync for Windows, and Desktop Sync for Mac. This documentation describes how to install, configure, and administer the Sync Service.

164. The Accused Products provide a method “providing a system comprising a client computer running an operating system, a cache manager and one or more applications and a database server running a database management application managing a database” as required by claim 1 of the '665 patent. For example, Alfresco Desktop Sync, which is part of Alfresco's Sync Services, can operate on a user's desktop running either Windows or Mac as described in the image below. (See Alfresco Desktop Sync 1.4, available at: <https://docs.alfresco.com/desktopsync1.4/concepts/ds-overview.html>.)

Alfresco Desktop Sync 1.4

With Desktop Sync, desktop users can securely and automatically sync content between their desktop and Alfresco Content Services.

You can easily connect to Alfresco Content Services and select folders and sites to view and work with on the desktop, even when working offline.

Once the folders and sites are selected, they are automatically downloaded and visible using Microsoft File Explorer (for Windows) or Finder (for Mac).

165. The Accused Products provide a method “providing a system comprising ... a cache manager” as required by claim 1 of the '665 patent. For example, Alfresco Desktop Sync manages a cache of the client's desktop at least by synchronizing the files stored in the cache with a repository, as described by the image below. (See Selecting content to sync, available at: <https://docs.alfresco.com/desktopsync1.4/tasks/ds-select-sync.html>.)

Selecting content to sync

Once you've set up Desktop Sync, all your Alfresco Content Services folders are displayed from My Files, Shared Files, and My Sites. Use the Choose files and folders to sync screen to select the content to sync between Alfresco Content Services and your desktop. The content is synced at C:\Users\<username>\Alfresco.

Note: The screen provides an estimate of how much disk space will be occupied, so only select the content you need. The more content you select, the more space will be taken on your local machine and the more time it will take to perform the initial sync.

166. The Accused Products provide a method “providing a system comprising ... one or more applications” as required by claim 1 of the '665 patent. For example, client's desktop operating Alfresco Desktop Sync for Windows includes at least Explorer and a browser. (See Using Desktop Sync for Windows, available at: <https://docs.alfresco.com/print/book/export/html/2424582>.)

Setting up Desktop Sync

The first time you open Desktop Sync you need to enter your login details to connect to Alfresco.

1. Open Desktop Sync just as you would any other program by double-clicking the icon on your desktop or opening it through Explorer.

Speak to your IT team if you need any help.

2. Enter the Alfresco address supplied by your IT team.

This is the address of the server - make sure the URL provided is the repository URL.

This could be, for example, <https://alfresco.mycompany.com/alfresco>.

167. The Accused Products provide a method “providing a system comprising ... a database server running a database management application managing a database” as required by claim 1 of the '665 patent. For example, Alfresco Desktop Sync synchronizes content between client's desktop and Alfresco Content Services, as described by the image below. (See Alfresco Desktop Sync 1.4, available at <https://docs.alfresco.com/print/book/export/html/2424580>.) Alfresco Content Services system includes a server running a database. (See Alfresco Content Services architecture, available at: <https://docs.alfresco.com/print/book/export/html/2544159>.)

Alfresco Desktop Sync 1.4

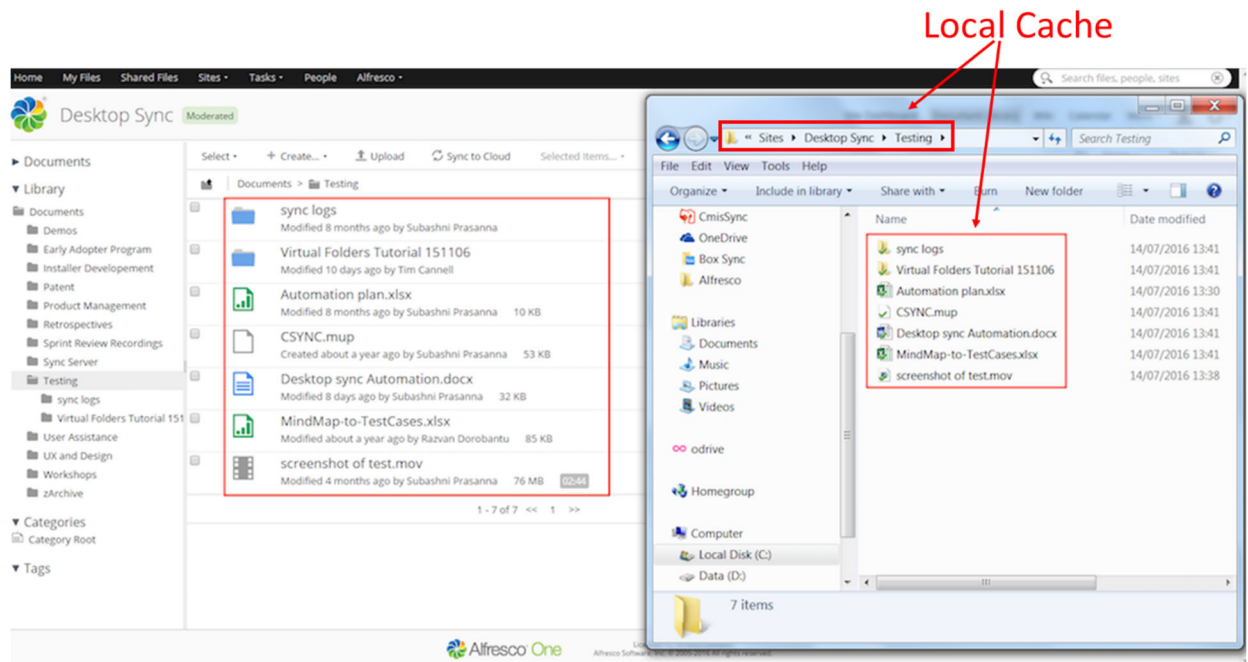
With Desktop Sync, desktop users can securely and automatically sync content between their desktop and Alfresco Content Services.

You can easily connect to Alfresco Content Services and select folders and sites to view and work with on the desktop, even when working offline.

System architecture

At the core of the Alfresco Content Services system is a repository supported by a server that persists content, metadata, associations, and full text indexes. Programming interfaces support multiple languages and protocols upon which developers can create custom applications and solutions. Out-of-the-box applications provide standard solutions such as document management and records management.

168. The Accused Products provide a method “receiving a database asset from the database at the client computer” and “storing the database asset in a cache as a cached file, wherein the cache manager stores the database asset as the cached file” as required by claim 1 of the ‘665 patent. For example, copies of all the content a user has selected to sync for Alfresco Desktop Sync are stored in a local cache, as described in the image below. Desktop Sync also automatically keeps both the local copy and the Alfresco versions in sync with each other whenever any changes are made. (See *Selecting content to sync*, available at: <https://docs.alfresco.com/desktopsync1.4/tasks/ds-select-sync.html>.)



169. The Accused Products provide a method “notifying an operating system to open the cached file using a local application associated with a file type for the cached file, wherein the cache manager notifies the operating system to open the cached file” and “opening the cached file with the local application associated with the file type for the cached file” as required by claim 1 of the ‘665 patent. For example, Alfresco Desktop Sync allows modifications made to local copies of a file to be synchronized with Alfresco versions, thereby inherently allowing a user to open the local copies stored in the local cache as the cached files. On information and belief, if a conflict occurs between the locally edited cached file and the file on the server, upon close of the cached file, Desktop Sync notifies the user of the conflict. The user can double click on the local version of the conflicted file and Desktop Sync will cause the operating system to open the file indicated by the user. On information and belief, the Desktop Sync sends API calls to the operating system to open the cached file using the locally running application associated with the file type for the selected file.

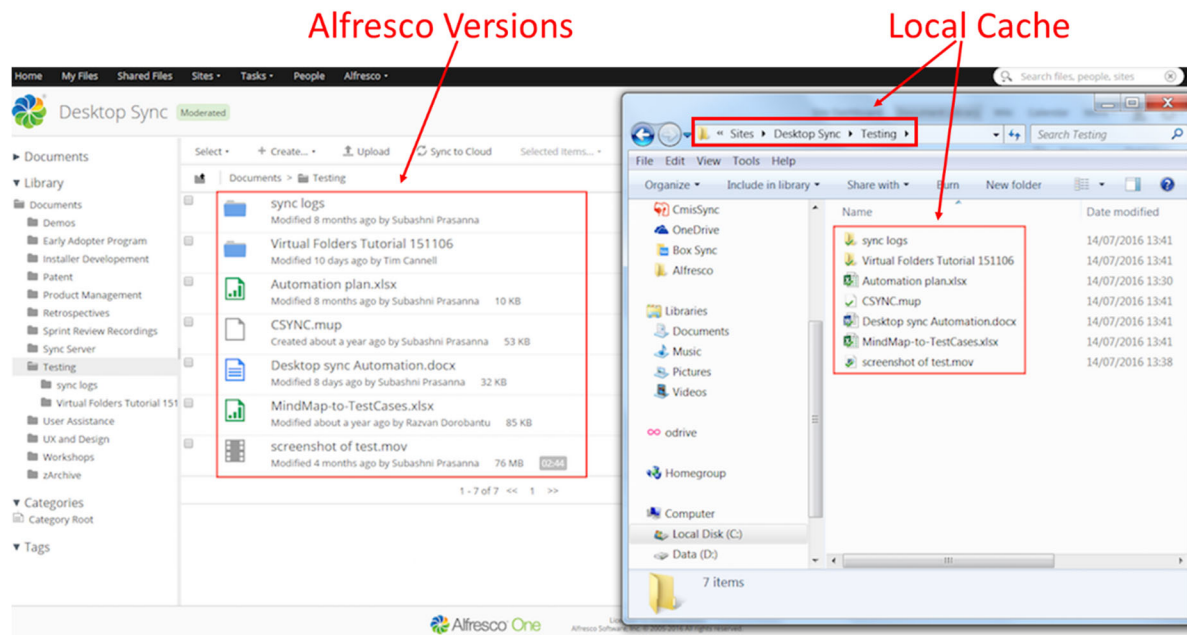
170. The Accused Products provide a method “determining if the cached file has been modified based on a notification from a file management system of the operating system, wherein the file management system sends the notification to the cache manager” as required by claim 1 of the ‘665 patent. On information and belief, Desktop Sync registers with the operating system to be notified of changes to files in the local cache. Based on Desktop Sync registering for the notifications, Desktop Sync receives a notification of a change to a cached file in the local cache and determines that the cached file has changed.

171. A Desktop Sync client can poll the synchronization service for changes every 5 minutes, by default. Changes on the device will trigger a poll of the synchronization service for changes. The synchronization service responds with a set of events that represent what has changed in that folder since the last poll request. Based on that, the client determines, *e.g.*, what changes need to be pushed to the repository and what changes need to be pulled from the repository. (See Desktop Sync Process, available at: <https://docs.alfresco.com/syncservice/concepts/desktop-sync-process.html>.)

172. The Accused Products provide a method “if the cached file has been modified, communicating the cached file to the database” as required by claim 1 of the ‘665 patent. On information and belief, when the cached file has been changed, Desktop Sync saves the cached file back to the Alfresco Content Services repository. The cached file is saved directly back to the Alfresco Content Services repository without the user having to take the additional actions of accessing Desktop Sync and saving the file separately in Desktop Sync.

173. Desktop Sync automatically keeps both the local copy and the Alfresco versions in sync with each other whenever any changes are made, as described by the image below. (See

Selecting content to sync, available at: <https://docs.alfresco.com/desktopsync1.4/tasks/ds-select-sync.html>.)



174. Each claim in the '665 patent recites an independent invention. Neither claim 1, described above, nor any other individual claim is representative of all claims in the '665 patent.

175. On information and belief, there has been significant effort by the Defendants, either alone or together, to imitate OpenText's patent-protected products to compete with OpenText in the ECM and EIM markets and to increase Defendants' share of that market at the expense of OpenText's market share. (*See, e.g.*, Exhibits 24, Exhibit 31; Exhibit 32; Exhibit 33.) Defendants' efforts have resulted in the Accused Product, which infringes at least claim 1 of the '665 patent as described above, and those efforts would have exposed Defendants to the '665 patent prior to the filing of the original Complaint in this action.

176. Further, Alfresco and Blue Fish have been aware of the '665 patent since at least the filing of the original Complaint in this action—October 7, 2020.

177. On information and belief, at least as of the filing of the original Complaint in this action, Defendants have knowingly and actively induced and are knowingly and actively inducing at least is customers, partners, and end users to directly infringe at least claim 1 of the '665 patent, in violation of 35 U.S.C. § 271(b).

178. Alfresco and Blue Fish's customers and end users of the Accused Products directly infringe at least claim 1 of the '665 patent by using the Accused Products, as described in paragraphs above.

179. On information and belief, the infringing actions of each customer and/or end-user of the Accused Products are attributable to either Alfresco or to an Alfresco partner.

180. Either Alfresco or Alfresco's partners (*e.g.*, Blue Fish and BP3) recommend and sell the Accused Products and provide technical support for the installation, implementation, integration, and ongoing operation of the Accused Products for each individual customer. On information and belief, each customer enters into a contractual relationship with either Alfresco or an Alfresco partner, which obligates each customer to perform certain actions as a condition to use of the Accused Products. Further, in order to receive the benefit of Alfresco's or Alfresco's partners' continued technical support and their specialized knowledge and guidance of the operability of the Accused Products, each customer must continue to use the Accused Products in a way that infringes the '665 patent. Further, as the entity that provides installation, implementation, and integration of the Accused Products in addition to ensuring the Accused Product remains operational for each customer through ongoing technical support, on information and belief, either Alfresco or Alfresco's partners establish the manner and timing of each customer's performance of activities that infringe the '665 patent.

181. On information and belief, either Alfresco or Alfresco's partners form a joint enterprise with customers to engage in directly infringing the '665 patent. On further information and belief, either Alfresco or Alfresco's partners together with each customer operate under a contractual agreement; have a common purpose to operate the Accused Products in a way that directly infringes the '665 patent as outlined in the paragraphs above; have pecuniary interests in operating the Accused Products by directly profiting from the sale and/or maintenance of the Accused Products or by indirectly profiting from the increased efficiency resulting from use of the Accused Products; and have equal rights to a voice in the direction of the enterprise either by guiding and advising on the operation and capabilities of the Accused Products with product-specific know-how and expertise or by requesting that certain customer-specific capabilities be implemented in the Accused Products.

182. On information and belief, at least as of the filing of the original Complaint in this action, Defendants have knowingly and actively induced infringement of at least claim 1 of the '665 patent by customers and end users of the Accused Products, and have done so with specific intent to induce infringement, and/or with willful blindness to the possibility that its acts induce infringement in violation of 35 U.S.C. § 271(b), through activities relating to selling, marketing, advertising, promoting, supporting, and distributing the Accused Products in the United States. (*See, e.g.*, Exhibit 32; Exhibit 33.)

183. On information and belief, Defendants instruct third parties—*e.g.*, customers and other end users—on how to use the Accused Products in a way that infringes at least claim 1 of the '665 patent as described above, at least through its marketing, promotional, and instructional materials as described in detail in the paragraphs above.

184. On information and belief, Defendants knowingly advertise and instruct third parties—*e.g.*, their customers and other end users—on how to use the Accused products in a way that infringes at least claim 1 of the '665 patent as described above, and such activity has continued since the filing of the original Complaint in this action.

185. On information and belief, in addition to marketing the Accused Products for use in an infringing manner, Alfresco also provides customer service to purchasers of the Accused Products that deliberately and knowingly directs and encourages customers of the Accused Products to use the Accused Products in an infringing manner. On information and belief, Blue Fish provides services and training to customers of the Accused Products that deliberately and knowingly direct and encourage customers of the Accused Products to use the Accused Products in an infringing manner.

186. Defendants have sales and technical support staff that assist Alfresco's customers and end users and provide instructions for using of the Accused Products in a way that infringes at least claim 1 of the '665 patent as described above.

187. On information and belief, at least Alfresco knowingly and actively contributes to infringement of the '665 patent at least as of the filing date of the original Complaint in this action by offering to sell, selling, and importing into the United States the Accused Products and components thereof, including, for example, the Alfresco Sync Services and associated software applications. Such components are substantial, material parts of the claimed inventions of the '665 patent and have no substantial non-infringing use. On information and belief, the foregoing activities have continued since the filing of the original Complaint in this action. (*See, e.g.*, Exhibit 32; Exhibit 33.)

188. On information and belief, at least Alfresco knows that the Alfresco Sync Services and associated software applications supplied by Alfresco are especially made and especially adapted for use in infringing the '665 Patent and are not staple articles or commodities of commerce suitable for substantial non-infringing use.

189. On information and belief, Alfresco also had knowledge of the '665 patent on or around June 5, 2013, the date of the Complaint in *Open Text S.A. v. Box, Inc.*, No. 2:13-cv-00319 (E.D. Va.), and not later than August 1, 2014, the date of consolidation of *Open Text S.A. v. Box, Inc.*, No. 13-cv-04910-JD (N.D. Cal) and *Open Text S.A. v. Alfresco Software Ltd. et al.*, No. 2:13-cv-04843-JD (N.D. Cal.).

190. Because Alfresco had knowledge of the '665 patent and proceeded to copy the infringing functionality and willfully, wantonly, deliberately and knowingly infringe, directly and indirectly, the '665 patent, Alfresco's infringement has been and continues to be willful.

191. Blue Fish has had knowledge of the '665 patent since at least the filing of the original Complaint in this action. Blue Fish's continued infringement is therefore knowing, deliberate, and willful.

192. Alfresco's knowledge of the '665 patent at least since the filing of the original Complaint in this action renders Alfresco's continued infringement knowing, deliberate, and willful.

193. Defendants' infringement of the '665 patent is without license or other authorization.

194. On information and belief, Defendants, either alone or together, are knowingly, deliberately, and willfully targeting customers of Plaintiffs' software product, Documentum, with the intention of getting those customers to switch from using Plaintiffs' innovative and patent-

protected technology to Alfresco's infringing ECM software. (Exhibit 24.) On further information and belief, Defendants' knowing, deliberate, and willful targeting actions have continued since at least the filing of the original Complaint in this action. (*See, e.g.*, Exhibit 32; Exhibit 33.)

195. OpenText "consists of four revenue streams: license, cloud services and subscriptions, customer support, and professional service and other." (*See, e.g.*, Exhibit 39 at 9-10.) Each revenue stream relates directly to the ability of OpenText to acquire and retain customers for its software products in a market that is "highly competitive" and increasingly more competitive "as a result of ongoing software industry consolidation," such as the acquisition of Alfresco by Hyland. (*See, e.g.*, Exhibit 39 at 11; *see also, e.g.*, Exhibit 32; Exhibit 33; Exhibit 30 at 4; Exhibit 34 at 3.) OpenText is an innovator in the market and has acquired multiple patents, including the Patents-in-Suit, to give it an advantage over such competition. The Defendants' infringing activities have resulted and will continue to result in irreparable harm to OpenText because of the competitive threat that the Defendants—including Hyland's acquisition of Alfresco—have to OpenText's share of the relevant "highly competitive" market, and the impact that Defendants' infringing activities have on each one of OpenText's four revenue streams. Further, public interest factors favor OpenText as the owner and assignee of government-issued patents, including the Patents-in-Suit, that serve to recognize OpenText's innovative contribution to the public knowledge in exchange for the patent protection that Defendants are now infringing. Additionally, Alfresco's and Blue Fish's open, notorious, and deliberate targeting of their infringing ECM software against OpenText's patented ECM offerings, including Documentum (*see, e.g.*, Exhibit 24), represents a significant competitive threat to each one of OpenText's four revenue streams that shifts the balance of hardships to OpenText's favor since each customer lost as a result of Alfresco's and Blue Fish's targeting is a customer OpenText may never regain.

196. Defendants' continued infringement of the '665 patent has damaged and will continue to damage Plaintiffs.

197. Unless and until enjoined by this Court, Defendants will continue to directly infringe as well as induce and contribute to infringement of the '665 patent.

198. OpenText is entitled to a preliminary injunction to maintain the status quo between OpenText and Alfresco, which, through its acquisition by Hyland, is now one of OpenText's biggest competitors (*see, e.g.*, Exhibits 24; Exhibit 31; Exhibit 32; Exhibit 33), and is using OpenText's patented technology to willfully target OpenText's customers (*see, e.g.*, Exhibit 24) and compete with OpenText in the ECM and EIM markets.

199. Defendants' infringing acts are causing and will continue to cause Plaintiffs at least irreparable harm, including without limitation loss of market share, customers and/or conveyed sales and services which cannot be accurately quantified nor adequately compensated for by money damages, and for which there is no adequate remedy at law. Under 35 U.S.C. § 283, Plaintiffs are entitled to a permanent injunction against further infringement.

200. This case is exceptional, entitling Plaintiffs to enhanced damages under 35 U.S.C. § 284 and an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

FOURTH CAUSE OF ACTION
(INFRINGEMENT OF THE '318 PATENT)

201. OpenText realleges and incorporates by reference the allegations of the preceding paragraphs of this Complaint.

202. Alfresco's products and/or services that infringe the '318 patent include, but are not limited to, the Accused Products and use thereof.

203. Alfresco makes, uses, sells, offers for sale, and/or imports the Accused Products and components thereof in the United States. On information and belief, Blue Fish uses, sells, and/or offers to sell the Accused Products and components thereof.

204. Alfresco and Blue Fish directly infringe—literally and/or under the doctrine of equivalents—at least claim 1 of the '318 patent by making, using, selling, offering for sale, and/or importing into the United States its Accused Products and components thereof.

205. For example, claim 1 of the '318 patent recites:

1. A system comprising:

a computer processor;

a network interface operable to connect to a network;

a computer readable storage medium storing a software program executable to provide a cache manager on a client computer, the cache manager configured to:

store a file received over the network from a database server as a cached file in a local cache of the client computer;

determine that the cached file has been modified by a local application based on information indicating a change to the cached file received from an operating system of the client computer; and

communicate the modified cached file to the database server.

206. The Accused Products practice each limitation of claim 1 of the '318 patent.

207. As recited in the preamble, the Accused Products include a “system.” For example, Alfresco’s Sync Service includes a system to synchronize files between the desktop and repository, as described in the image below. (See Alfresco Sync Service, available at: <https://docs.alfresco.com/syncservice/concepts/syncservice-overview.html>.)

Alfresco Sync Service

Alfresco Sync Service is an add-on module that synchronizes files between the desktop and repository using web services. It's part of the Desktop Sync solution that consists of three components: Sync Service, Desktop Sync for Windows, and Desktop Sync for Mac. This documentation describes how to install, configure, and administer the Sync Service.

208. The Accused Products include “a computer processor” as required by claim 1 of the '318 patent. For example, Alfresco Desktop Sync, which is part of Alfresco's Sync Services, can operate on a user's desktop with Windows or Mac operating system as described in the image below. Either Windows or Mac requires a processor. (See Alfresco Desktop Sync 1.4, available at: <https://docs.alfresco.com/desktopsync1.4/concepts/ds-overview.html>.)

Alfresco Desktop Sync 1.4

With Desktop Sync, desktop users can securely and automatically sync content between their desktop and Alfresco Content Services.

You can easily connect to Alfresco Content Services and select folders and sites to view and work with on the desktop, even when working offline.

Once the folders and sites are selected, they are automatically downloaded and visible using Microsoft File Explorer (for Windows) or Finder (for Mac).

209. The Accused Products include “a network interface operable to connect to a network” as required by claim 1 of the '318 patent. For example, Alfresco's Sync Service synchronizes files between the desktop and repository. (See Alfresco Sync Service, available at: <https://docs.alfresco.com/syncservice/concepts/syncservice-overview.html>.) Therefore, Alfresco' Sync Service requires a network interface operable to connect to a network in order to establish a connection between the desktop and the repository.

Alfresco Sync Service

Alfresco Sync Service is an add-on module that synchronizes files between the desktop and repository using web services. It's part of the Desktop Sync solution that consists of three components: Sync Service, Desktop Sync for Windows, and Desktop Sync for Mac. This documentation describes how to install, configure, and administer the Sync Service.

210. In addition, the configuration of Alfresco Desktop Sync allows a user to update the network access configuration as described in the image below, also indicating the presence of at least one network interface in the Accused Products. (See *Configuring Desktop Sync*, available at: <https://docs.alfresco.com/print/book/export/html/2424609>.)

Desktop Sync configuration

You can configure Desktop Sync using the `AlfrescoSync.conf` file located at:

- (Windows)
`<userHome>\AppData\Local\Alfresco`
- (For Mac)
`~/Library/Application Support/Alfresco`

Using the configuration file, you can update:

- timer values, such as polling and retry intervals
- sync constraint patterns for files/folders to be ignored by Desktop Sync
- disk space limits
- custom content type mappings for particular file extensions
- user interface defaults and customization (including localization)
- network access configuration
- debug logging

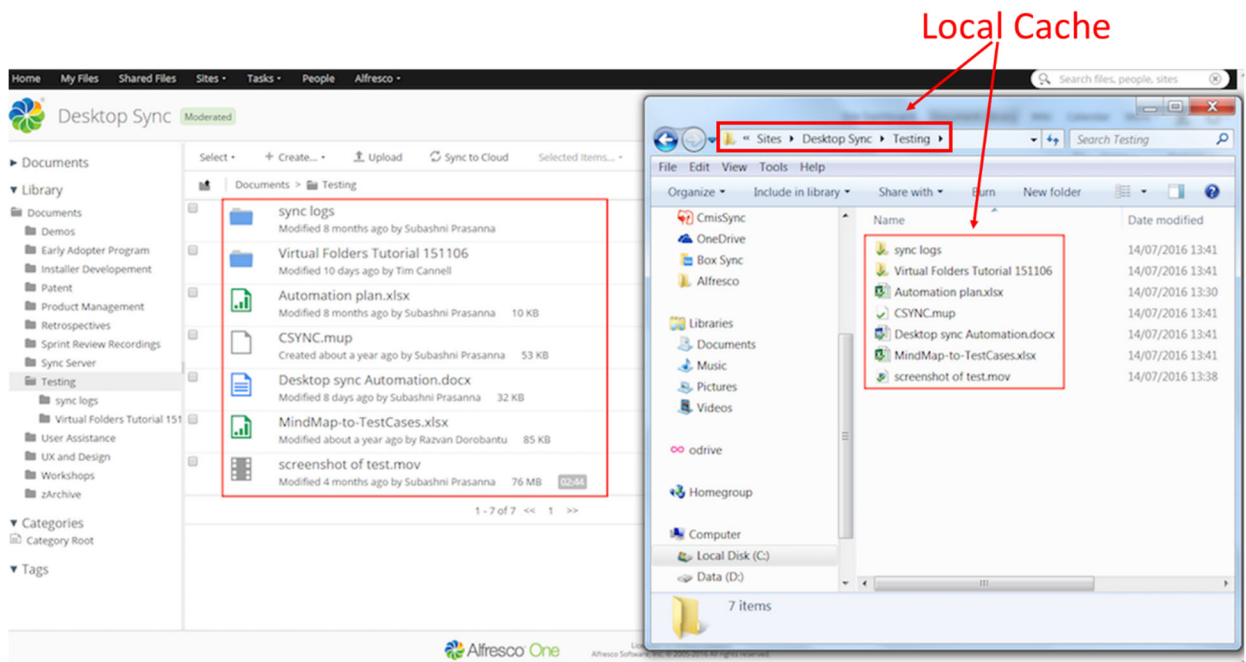
211. The Accused Products include “a computer readable storage medium storing a software program executable to provide a cache manager on a client computer,” as required by claim 1 of the '318 patent. For example, Alfresco Desktop Sync is a software program that runs on the user's desktop. During operation, Alfresco Desktop Sync manages a cache of the client's desktop at least by synchronizing the files stored in the cache with a repository, as described by the image below. (See *Selecting content to sync*, available at: <https://docs.alfresco.com/desktopsync1.4/tasks/ds-select-sync.html>.)

Selecting content to sync

Once you've set up Desktop Sync, all your Alfresco Content Services folders are displayed from My Files, Shared Files, and My Sites. Use the Choose files and folders to sync screen to select the content to sync between Alfresco Content Services and your desktop. The content is synced at C:\Users\<username>\Alfresco.

Note: The screen provides an estimate of how much disk space will be occupied, so only select the content you need. The more content you select, the more space will be taken on your local machine and the more time it will take to perform the initial sync.

212. The Accused Products include a cache manager configured to “store a file received over the network from a database server as a cached file in a local cache of the client computer” as required by claim 1 of the ’318 patent. For example, copies of all the content a user has selected to sync for Alfresco Desktop Sync are stored in a local cache, as described in the image below. Desktop Sync also automatically keeps both the local copy and the Alfresco versions in sync with each other whenever any changes are made. (See Selecting content to sync, available at: <https://docs.alfresco.com/desktopsync1.4/tasks/ds-select-sync.html>.)



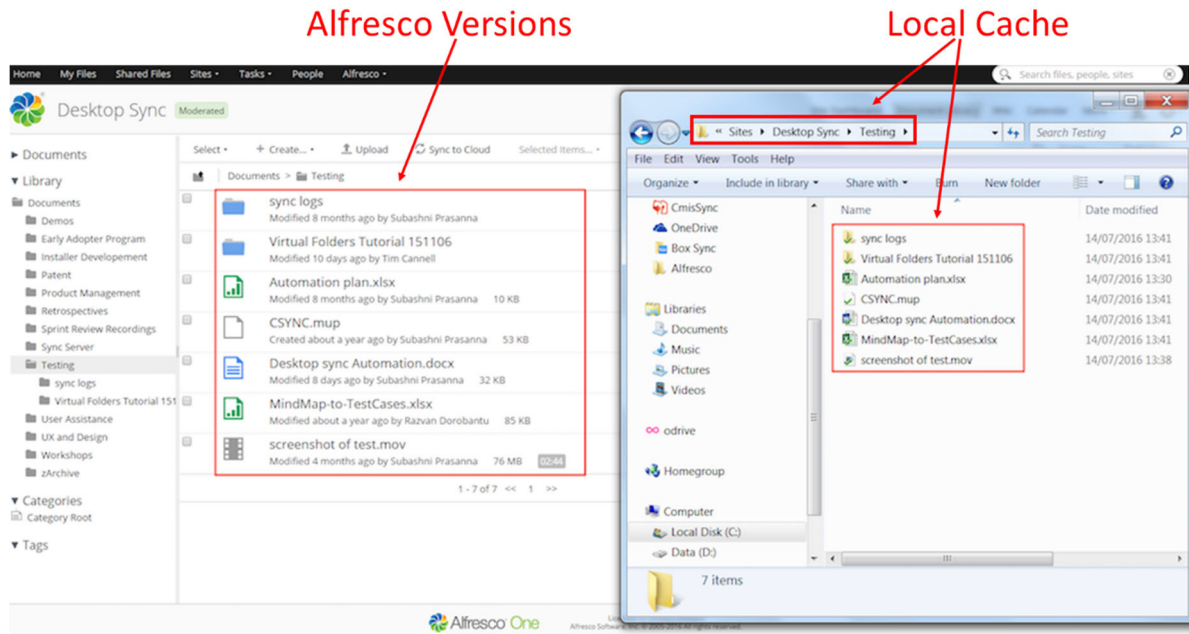
213. The Accused Products include a cache manager configured to “determine that the cached file has been modified by a local application based on information indicating a change to the cached file received from an operating system of the client computer,” as required by claim 1

of the '318 patent. On information and belief, Desktop Sync registers with the operating system to be notified of changes to files in the local cache. Based on Desktop Sync registering for the notifications, Desktop Sync receives a notification of a change to a cached file in the local cache and determines that the cached file has changed.

214. A Desktop Sync client can poll the synchronization service for changes every 5 minutes, by default. Changes on the device will trigger a poll of the synchronization service for changes. The synchronization service responds with a set of events that represent what has changed in that folder since the last poll request. Based on that, the client determines, e.g., what changes need to be pushed to the repository and what changes need to be pulled from the repository. (See Desktop Sync Process, available at: <https://docs.alfresco.com/syncservice/concepts/desktop-sync-process.html>.)

215. The Accused Products include a cache manager configured to “communicate the modified cached file to the database server” as required by claim 1 of the '318 patent. On information and belief, when the cached file has been changed, Desktop Sync saves the cached file back to the Alfresco Content Services repository. The cached file is saved directly back to the Alfresco Content Services repository without the user having to take the additional actions of accessing Desktop Sync and saving the file separately in Desktop Sync.

216. Desktop Sync automatically keeps both the local copy and the Alfresco versions in sync with each other whenever any changes are made, as described by the image below. (See Selecting content to sync, available at: <https://docs.alfresco.com/desktopsync1.4/tasks/ds-select-sync.html>.)



217. Each claim in the '318 patent recites an independent invention. Neither claim 1, described above, nor any other individual claim is representative of all claims in the '318 patent.

218. On information and belief, there has been significant effort by the Defendants, either alone or together, to imitate OpenText's patent-protected products to compete with OpenText in the ECM and EIM markets and to increase Defendants' share of that market at the expense of OpenText's market share. (See, e.g., Exhibits 24; Exhibit 31; Exhibit 32; Exhibit 33.) Defendants' efforts have resulted in the Accused Product, which infringes at least claim 1 of the '318 patent as described above, and those efforts would have exposed Defendants to the '318 patent prior to the filing of the original Complaint in this action.

219. Further, Alfresco and Blue Fish have been aware of the '318 patent since at least the filing of the original Complaint in this action—October 7, 2020.

220. On information and belief, at least as of the filing of the original Complaint in this action, Defendants have knowingly and actively induced and are knowingly and actively inducing

at least is customers, partners, and end users to directly infringe at least claim 1 of the '318 patent, in violation of 35 U.S.C. § 271(b).

221. Alfresco and Blue Fish's customers and end users of the Accused Products directly infringe at least claim 1 of the '318 patent by using the Accused Products as described in the paragraphs above.

222. On information and belief, the infringing actions of each customer and/or end-user of the Accused Products are attributable to either Alfresco or to an Alfresco partner.

223. Either Alfresco or Alfresco's partners (*e.g.*, Blue Fish and BP3) recommend and sell the Accused Products and provide technical support for the installation, implementation, integration, and ongoing operation of the Accused Products for each individual customer. On information and belief, each customer enters into a contractual relationship with either Alfresco or an Alfresco partner, which obligates each customer to perform certain actions as a condition to use of the Accused Products. Further, in order to receive the benefit of Alfresco's or Alfresco's partners' continued technical support and their specialized knowledge and guidance of the operability of the Accused Products, each customer must continue to use the Accused Products in a way that infringes the '318 patent. Further, as the entity that provides installation, implementation, and integration of the Accused Products in addition to ensuring the Accused Product remains operational for each customer through ongoing technical support, on information and belief, either Alfresco or Alfresco's partners establish the manner and timing of each customer's performance of activities that infringe the '318 patent.

224. On information and belief, either Alfresco or Alfresco's partners form a joint enterprise with customers to engage in directly infringing the '318 patent. On further information and belief, either Alfresco or Alfresco's partners together with each customer operate under a

contractual agreement; have a common purpose to operate the Accused Products in a way that directly infringes the '318 patent as outlined in the paragraphs above; have pecuniary interests in operating the Accused Products by directly profiting from the sale and/or maintenance of the Accused Products or by indirectly profiting from the increased efficiency resulting from use of the Accused Products; and have equal rights to a voice in the direction of the enterprise either by guiding and advising on the operation and capabilities of the Accused Products with product-specific know-how and expertise or by requesting that certain customer-specific capabilities be implemented in the Accused Products.

225. On information and belief, at least as of the filing of the original Complaint in this action, Defendants have knowingly and actively induced infringement of at least claim 1 of the '318 patent by customers and end-users of the Accused Products, and have done so with specific intent to induce infringement, and/or with willful blindness to the possibility that its acts induce infringement, through activities relating to selling, marketing, advertising, promoting, supporting, and distributing of the Accused Products in the United States. (*See, e.g.*, Exhibit 32; Exhibit 33.)

226. On information and belief, Defendants deliberately and knowingly instruct their customers and end users to use the Accused Products in a way that infringes at least claim 1 of the '318 patent as described above, at least through their marketing, promotional, and instructional materials and/or training to use the infringing Accused Products in such an infringing way, as described in detail in the paragraphs above.

227. On information and belief, Defendants knowingly advertise and instruct third parties—*e.g.*, their customers and other end users—on how to use the Accused products in a way that infringes at least claim 1 of the '318 patent as described above, and such activity has continued since the filing of the original Complaint in this action.

228. On information and belief, in addition to marketing the Accused Products for use in an infringing manner, Alfresco also provides customer service to purchasers of the Accused Products that deliberately and knowingly directs and encourages customers of the Accused Products to use the Accused Products in an infringing manner. On information and belief, Blue Fish provides training to customers of the Accused Products that deliberately and knowingly directs and encourages customers of the Accused Products to use the Accused Products in an infringing manner.

229. On information and belief, Defendants have sales and technical support staff that assist Alfresco's customers and end users and provide instructions for using the Accused Products in a way that infringes at least claim 1 of the '318 patent as described above.

230. On information and belief, at least Alfresco knowingly and actively contributes to infringement of the '318 patent at least as of the filing date of the original Complaint in this action by offering to sell, selling, and importing into the United States the Accused Products and components thereof, including, for example, the Alfresco Sync Services and associated software applications. Such components are substantial, material parts of the claimed inventions of the '318 patent and have no substantial non-infringing use. On information and belief, the foregoing activities have continued since the filing of the original Complaint in this action. (*See, e.g.*, Exhibit 32; Exhibit 33.)

231. On information and belief, at least Alfresco knows that the Alfresco Sync Services and associated software applications supplied by Alfresco are especially made and especially adapted for use in infringing the '318 Patent and are not staple articles or commodities of commerce suitable for substantial non-infringing use.

232. Blue Fish has had knowledge of the '318 patent since at least the filing of the

original Complaint in this action. Blue Fish's continued infringement is therefore knowing, deliberate, and willful.

233. Alfresco's knowledge of the '318 patent at least since the filing of the original Complaint in this action renders Alfresco's continued infringement knowing, deliberate, and willful.

234. Defendants' infringement of the '318 patent is without license or other authorization.

235. On information and belief, Defendants, either alone or together, are knowingly, deliberately, and willfully targeting customers of Plaintiffs' software product, Documentum, with the intention of getting those customers to switch from using Plaintiffs' innovative and patent-protected technology to Alfresco's infringing ECM software. (*See, e.g.*, Exhibit 24.) On further information and belief, Defendants' knowing, deliberate, and willful targeting actions have continued since at least the filing of the original Complaint in this action.

236. OpenText "consists of four revenue streams: license, cloud services and subscriptions, customer support, and professional service and other." (*See, e.g.*, Exhibit 39 at 9-10.) Each revenue stream relates directly to the ability of OpenText to acquire and retain customers for its software products in a market that is "highly competitive" and increasingly more competitive "as a result of ongoing software industry consolidation," such as the acquisition of Alfresco by Hyland. (*See, e.g.*, Exhibit 39 at 11; *see also, e.g.*, Exhibit 32; Exhibit 33; Exhibit 30 at 4; Exhibit 34 at 3.) OpenText is an innovator in the market and has acquired multiple patents, including the Patents-in-Suit, to give it an advantage over such competition. The Defendants' infringing activities have resulted and will continue to result in irreparable harm to OpenText because of the competitive threat that the Defendants—including Hyland's acquisition of

Alfresco—have to OpenText’s share of the relevant “highly competitive” market, and the impact that Defendants’ infringing activities have on each one of OpenText’s four revenue streams. Further, public interest factors favor OpenText as the owner and assignee of government-issued patents, including the Patents-in-Suit, that serve to recognize OpenText’s innovative contribution to the public knowledge in exchange for the patent protection that Defendants are now infringing. Additionally, Alfresco’s and Blue Fish’s open, notorious, and deliberate targeting of their infringing ECM software against OpenText’s patented ECM offerings, including Documentum (*see, e.g.*, Exhibit 24), represents a significant competitive threat to each one of OpenText’s four revenue streams that shifts the balance of hardships to OpenText’s favor since each customer lost as a result of Alfresco’s and Blue Fish’s targeting is a customer OpenText may never regain.

237. Defendants’ continued infringement of the ’318 patent has damaged and will continue to damage Plaintiffs.

238. Unless and until enjoined by this Court, Defendants will continue to directly infringe as well as induce and contribute to infringement of the ’318 patent.

239. OpenText is entitled to a preliminary injunction to maintain the status quo between OpenText and Alfresco, which, through its acquisition by Hyland, is now one of OpenText’s biggest competitors (*see, e.g.*, Exhibits 24; Exhibit 31; Exhibit 32; Exhibit 33), and is using OpenText’s patented technology to willfully target OpenText’s customers (*see, e.g.*, Exhibit 24) and compete with OpenText in the ECM and EIM markets.

240. Defendants’ infringing acts are causing and will continue to cause Plaintiffs at least irreparable harm, including without limitation loss of market share, customers and/or conveyed sales and services which cannot be accurately quantified nor adequately compensated for by

money damages, and for which there is no adequate remedy at law. Under 35 U.S.C. § 283, Plaintiffs are entitled to a permanent injunction against further infringement.

241. This case is exceptional, entitling Plaintiffs to enhanced damages under 35 U.S.C. § 284 and an award of attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

PRAYER FOR RELIEF

WHEREFORE, OpenText respectfully requests the following relief:

- a) That this Court adjudge and decree that Defendants have been, and are currently, infringing each of the Patents-in-Suit;
- b) That this Court award damages to OpenText to compensate it for Defendants' past infringement, through the date of trial in this action, of the Patents-in-Suit;
- c) That this Court award pre- and post-judgment interest on such damages to OpenText;
- d) That this Court order an accounting of damages incurred by OpenText between six years prior to the filing of this Complaint and the entry of a final, non-appealable judgment;
- e) That this Court determine that this patent infringement case is exceptional pursuant to 35 U.S.C. §§ 284 and 285 and award OpenText enhanced damages and its costs and attorneys' fees incurred in this action;
- f) That this Court preliminarily and permanently enjoin Defendants from infringing any of the Patents-in-Suit;
- g) That this Court order Defendants to:
 - (i) recall and collect from all persons and entities that have purchased any and all products found to infringe any of the Patents-in-Suit that were made, offered for sale, sold, or otherwise distributed in the United States by Defendants or anyone acting on their

behalf;

(ii) destroy or deliver all such infringing products to OpenText;

(iii) revoke all licenses to all such infringing products;

(iv) disable all web pages offering or advertising all such infringing products;

(v) destroy all other marketing materials relating to all such infringing products;

(vi) disable all applications providing access to all such infringing software; and

(vii) destroy all infringing software that exists on hosted systems,

h) That this Court, if it declines to enjoin Defendants from infringing any of the Patents-in-Suit, award damages for future infringement in lieu of an injunction; and

i) That this Court award such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

OpenText respectfully requests a trial by jury on all issues triable thereby.

DATED: January 4, 2021

By: /s/ Christopher C. Campbell

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document has been served on January 4, 2021 to all counsel of record who are deemed to have consented to electronic service via the Court's CM/ECF system.

/s/ Christopher C. Campbell
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and Open Text S.A. ULC