IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

VEEVA SYSTEMS INC.,	)	
	)	
Plaintiff,	)	Civil Action No. _____
	)	
v.	)	JURY TRIAL DEMANDED
	)	
MEDNET SOLUTIONS, INC.,	)	
	)	
Defendant.	)	
	)	
	)	

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Veeva Systems Inc. ("Veeva"), by and through its attorneys, and for its Complaint against Defendant Mednet Solutions, Inc. ("Mednet"), hereby alleges as follows:

NATURE OF ACTION

1. This is an action for infringement of Veeva's United States patents, including Patent Nos. 9,391,937 ("the '937 patent"; Exhibit A) and 10,140,382 ("the '382 patent"; Exhibit B) (collectively, "the Patents-in-Suit"). These patents relate generally to systems and methods for controlling electronic communications.

THE PARTIES

2. Veeva is a corporation organized and existing under the laws of Delaware, and it has its principal place of business at 4280 Hacienda Drive, Pleasanton, California 94588.

3. Upon information and belief, Mednet is a corporation organized and existing under the laws of Delaware, and has its principal place of business at 601 Carlson Parkway, Suite 250, Minnetonka, Minnesota 55305.

JURISDICTION AND VENUE

4. This is an action for patent infringement arising under the United States Patent Laws, 35 U.S.C. § 100 et seq.

5. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

6. This Court has personal jurisdiction over Mednet, and venue is proper in this district pursuant to 28 U.S.C. § 1400(b), because Mednet is a Delaware corporation and resides in this district. As a Delaware corporation, Mednet has purposefully established systematic and continuous contacts with this judicial district and should reasonably expect to be brought into Court here.

FACTUAL BACKGROUND

7. Veeva is a leading provider of software and data solutions to life sciences customers in many geographical regions. Veeva's products and services provide pharmaceutical, biotechnology, and clinical-research companies and organizations with the benefits and integration of cloud-based computing architectures and mobile applications. Veeva helps companies of all sizes bring medical treatments and devices to market faster and more efficiently, communicate with customers timely and effectively, and address regulatory and compliance matters consistently. As an example, Veeva's Development Cloud and Commercial Cloud offerings, cloud-based software with suites of applications, empower organizations to manage both content and data on a single platform and enable organizations to quickly deploy powerful applications that manage end-to-end processes with related content and data.

8. Upon information and belief, Mednet is a healthcare technology company that develops clinical solutions, which are offered to life sciences customers, including pharmaceutical, biotechnology, and clinical-research companies and organizations. Mednet's eClinical platform

provides tools used to build and manage multiple types of clinical research, while enabling organizations to adapt to evolving demands and requirements. Mednet markets and provides software products, such as eClinical platform or iMednet platform, which includes EDC, eConsent, ePRO, and additional modules, features, or components. Upon information and belief, Mednet considers Veeva a competitor and monitors Veeva's activities, including without limitation, its patent filings.

COUNT I
Infringement of U.S. Patent No. 9,391,937

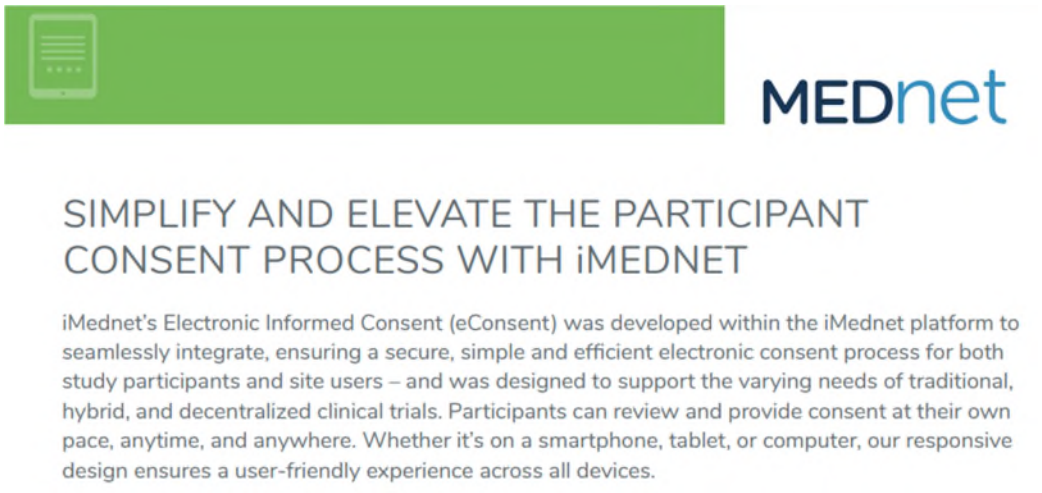
9. Veeva is the owner of the entire right, title, and interest in and to the '937 patent, which was duly and legally issued by the United States Patent and Trademark Office on July 12, 2016. The '937 patent is entitled "System and Method for Controlling Electronic Communications." A true and correct copy of the '937 patent is attached hereto as Exhibit A.

10. Upon information and belief, Mednet has infringed one or more claims of the '937 patent under 35 U.S.C. § 271 (a), (b), and/or (c) by, among other things, making, using, offering to sell, selling, and providing eClinical platform or iMednet platform to its customers and inducing its customers and users to use the platform.

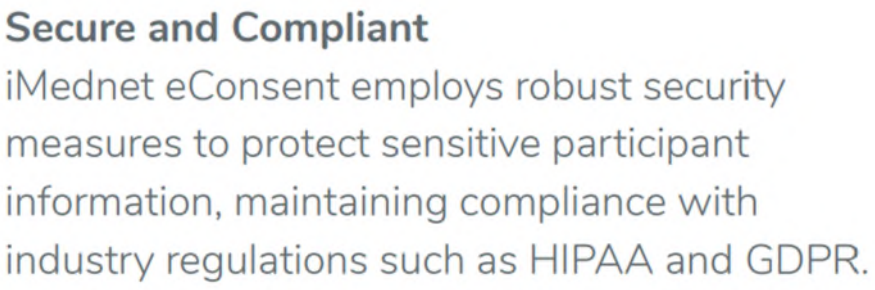
11. Upon information and belief, Mednet has infringed, directly or indirectly, at least claim 1 of the '937 patent, either literally and/or under the doctrine of equivalents.

12. Upon information and belief, iMednet eConsent implements what is claimed in claim 1 of the '937 patent, enabling and practicing "a machine-implemented method for generating approved electronic messages." For example, as Mednet advertises on its website, "iMednet's Electronic Informed Consent (eConsent) was developed within the iMednet platform to seamlessly integrate, ensuring a secure, simple and efficient electronic consent process for both study

participants and site users – and was designed to support the varying needs of traditional, hybrid, and decentralized clinical trials."

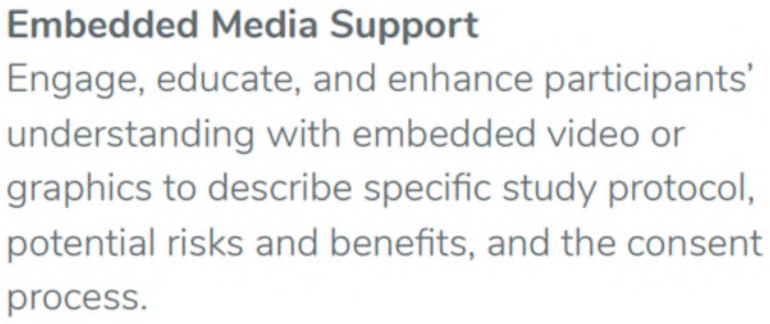


13. Upon information and belief, use of the iMednet eConsent includes "establishing an access protocol for a controlled content repository, whereby approved content is stored in the controlled content repository and is accessible according to the access protocol, and whereby the access protocol comprises at least one set of alignment rules for determining if a first item of approved content within the controlled content repository can be made available to a first customer via an electronic message." For example, Mednet describes the ability to "employ[] robust security measures to protect sensitive participant information."



14. Upon information and belief, use of the iMednet eConsent includes "aligning the approved content within the controlled content repository with information from an information

management system." For example, Mednet describes the ability to provide "Embedded Media Support."



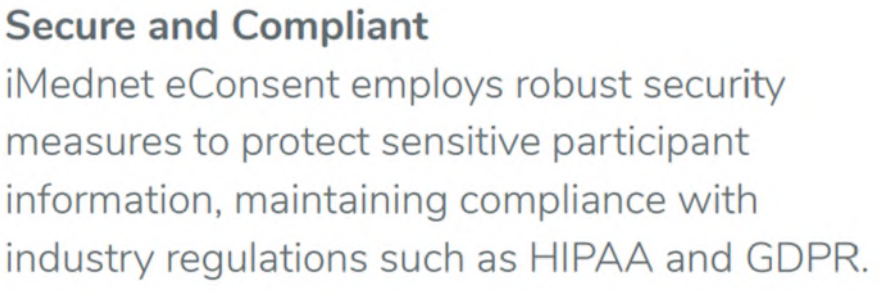
15. Upon information and belief, use of the iMednet eConsent includes "providing the first item of approved content within the controlled content repository for selection by a sender after a determination that the first item of approved content within the controlled content repository is authorized to be made available to the first customer in accordance with the at least one set of alignment rules" and "enabling generation of an electronic message for sending the provided first item of approved content within the controlled content repository to the first customer." For example, Mednet describes that the product "[a]llows the study designer to customize the consent design flow" and that "[p]articipants can review and provide consent at their own pace, anytime, and anywhere." Further, "[e]lectronic consent provides an accessible, participant-centric process that saves time and breaks down geographical barriers, enabling researchers to connect with potential participants from around the world."

16. Upon information and belief, Mednet has also infringed, directly or indirectly, at least claim 18 of the '937 patent, either literally and/or under the doctrine of equivalents.

17. Upon information and belief, the iMednet eConsent is "a system for generating approved electronic messages." For example, as Mednet advertises on its website, "iMednet's Electronic Informed Consent (eConsent) was developed within the iMednet platform to seamlessly

integrate, ensuring a secure, simple and efficient electronic consent process for both study participants and site users – and was designed to support the varying needs of traditional, hybrid, and decentralized clinical trials."

18. Upon information and belief, the iMednet eConsent relies on "a controlled content repository for storing approved content, wherein the controlled content repository is accessible according to an access protocol, and whereby the access protocol is based on regulatory restrictions and comprises at least one set of alignment rules for determining if a first item of approved content within the controlled content repository can be made available to a first customer via an electronic message." For example, Mednet describes the ability to "employ[] robust security measures to protect sensitive participant information."



19. Upon information and belief, the iMednet eConsent has "an approved electronic message generator, coupled to the controlled content repository, providing the first item of approved content within the controlled content repository for selection by a sender after a determination that the first item of approved content within the controlled content repository is authorized to be made available to the first customer in accordance with the at least one set of alignment rules, and enabling generation of an electronic message for sending the first item of approved content within the controlled content repository to the first customer." For example, Mednet describes the product "[a]llows the study designer to customize the consent design flow" and that "[p]articipants can review and provide consent at their own pace, anytime, and anywhere."

Further, "[e]lectronic consent provides an accessible, participant-centric process that saves time and breaks down geographical barriers, enabling researchers to connect with potential participants from around the world."

20. Upon information and belief, Mednet has knowledge and/or at least constructive notice of the '937 patent, at least because Veeva has identified the '937 patent among its other intellectual property rights on its website, and Mednet would have reviewed Veeva's website as part of its competitive intelligence gathering activities.

21. Upon information and belief, Mednet has infringed the '937 patent in an egregious and willful manner and with knowledge of the '937 patent, or was willfully blind to the risk of infringement.

22. Mednet's infringement of the '937 patent has caused and continues to cause damages and irreparable harm to Veeva.

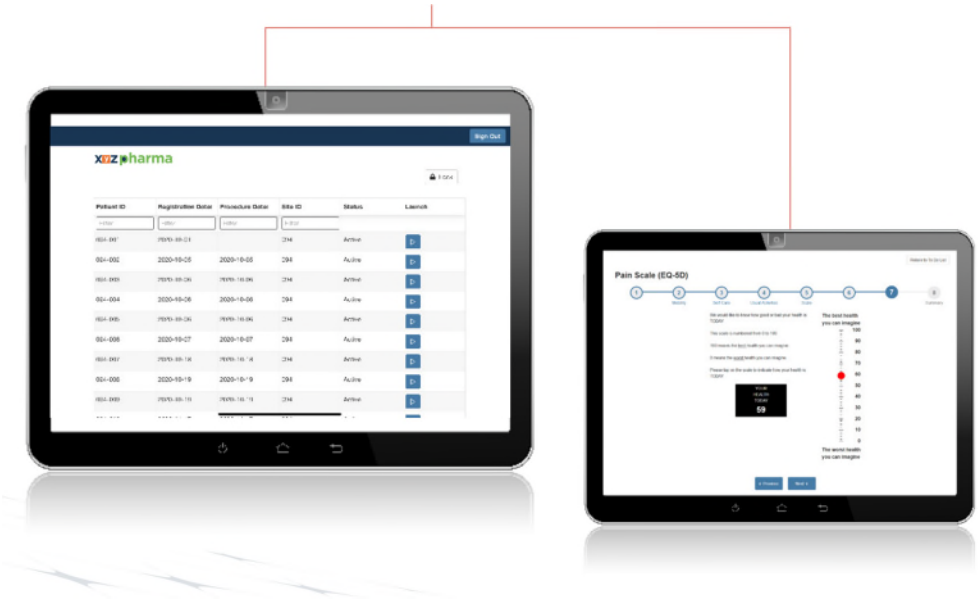
COUNT II
Infringement of U.S. Patent No. 10,140,382

23. Veeva is the owner of the entire right, title, and interest in and to the '382 patent, which was duly and legally issued by the United States Patent and Trademark Office on November 27, 2018. The '382 patent is entitled "System and Method for Controlling Electronic Communications." A true and correct copy of the '382 patent is attached hereto as Exhibit B.

24. Upon information and belief, Mednet has infringed one or more claims of the '382 patent under 35 U.S.C. § 271 (a), (b), and/or (c) by, among other things, making, using, offering to sell, selling, and providing eClinical platform or iMednet platform to its customers and inducing its customers and users to use the platform.

25. Upon information and belief, Mednet has infringed, directly or indirectly, at least claim 1 of the '382 patent, either literally and/or under the doctrine of equivalents.

26. Upon information and belief, iMednet ePRO implements what is claimed in claim 1 of the ’937 patent, enabling and practicing “a method for providing content from a controlled content repository.” For example, as Mednet advertises on its website, “[o]ptimized for mobile devices, iMednet ePRO, allows subjects or coordinators to intuitively enter study-related information, and is accessible – anytime, anywhere.”



27. Upon information and belief, the iMednet ePRO enables “establishing an access protocol for a controlled content repository, wherein approved content is stored in the controlled content repository and is accessible according to the access protocol, wherein the access protocol is used for determining if the approved content in the controlled content repository can be used to generate a first electronic user interface associated with a first computing device, and wherein the approved content comprises or is generated based on first data associated with a first object and second data associated with a second object.” For example, Mednet advertises on its website that iMednet ePRO is “[h]ighly intuitive and easy to administer” and that “site users can seamlessly navigate to the ePRO module and also access it on a tablet or mobile device. Customized columns in the ePRO list can include variables such as date of birth, patient ID, email address or other

identifiers to make it easy for research team members to identify the correct study participant and assign appropriate questionnaires." Further, "[a]s part of the comprehensive iMednet platform, the research team can easily access real-time reports and status of PROs at any time."

28. Upon information and belief, the iMednet ePRO enables "receiving, from a second computing device, the first data associated with the first object and the second data associated with the second object." For example, Mednet advertises on its website that "iMednet ePRO streamlines the process by making onsite and offsite data capture easy for both study participants and research coordinators" and that "iMednet ePRO, allows subjects or coordinators to intuitively enter study-related information, and is accessible – anytime, anywhere." Further, the iMednet ePRO is "[a]ccessible and optimized for any tablet or mobile device, participants can access the questionnaires without needing to download a unique app."

29. Upon information and belief, the iMednet ePRO enables "providing the approved content in the controlled content repository to the first computing device after a determination that the approved content in the controlled content repository is authorized to be made available to the first computing device in accordance with the access protocol, wherein the first electronic user interface associated with the first computing device is generated based on the first data associated with the first object and the second data associated with the second object." For example, the iMednet ePRO is "[a]ccessible and optimized for any tablet or mobile device, participants can access the questionnaires without needing to download a unique app." Further, "the research team can easily access real-time reports and status of PROs at any time."

30. Upon information and belief, the iMednet ePRO enables "receiving, from the first computing device, first source data and second source data; aligning or correlating the first source data with the first data associated with the first object; and aligning or correlating the second source

data with the second data associated with the second object." For example, "[c]ustomized columns in the ePRO list can include variables such as date of birth, patient ID, email address or other identifiers to make it easy for research team members to identify the correct study participant and assign appropriate questionnaires" and "[i]ntuitive dashboards and reports provide visibility to the number of questionnaires assigned and the status of completion and the study, site and participant level."

31. Upon information and belief, Mednet has knowledge and/or at least constructive notice of the '382 patent, at least because Veeva has identified the '382 patent among its other intellectual property rights on its website, and Mednet would have reviewed Veeva's website as part of its competitive intelligence gathering activities.

32. Upon information and belief, Mednet has infringed the '382 patent in an egregious and willful manner and with knowledge of the '382 patent, or was willfully blind to the risk of infringement.

33. Mednet's infringement of the '382 patent has caused and continues to cause damages and irreparable harm to Veeva.

PRAYER FOR RELIEF

WHEREFORE, Veeva respectfully prays that the Court enter judgement in its favor and award the following relief against Mednet:

A. Declare that Mednet has infringed the Patents-in-Suit;

B. Declare that Mednet's infringement of the Patents-in-Suit has been willful;

C. Permanently enjoin Mednet and its officers, directors, employees, agents, licensees, representatives, affiliates, related companies, servants, successors and assigns, and any

and all persons acting in privity or in concert with any of them, from further infringing upon the Patents-in-Suit;

D. Award Veeva actual damages pursuant to 35 U.S.C. § 284, in an amount to be determined at trial, as a result of Mednet's infringement of the Patents-in-Suit;

E. Award Veeva pre- and post-judgment interest on all damages awarded, as well as supplemental damages;

F. Order that damages for infringement of the Patents-in-Suit be trebled under 35 U.S.C. § 284;

G. Declare that this case exceptional and award Veeva its costs and attorney's fees under 35 U.S.C. § 285; and

H. Award and grant Veeva such other and further relief as the Court deems just and proper under the circumstances.

DEMAND TRIAL BY JURY

Veeva demands a jury trial on all matters.

Dated: April 25, 2024

Respectfully submitted,

/s/ Daniel M. Silver

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