



Demonstrative Exhibits for Patent Owner Zilkr Cloud Technologies, LLC

Cisco Systems, Inc.

Petitioner,

v.

Zilkr Cloud Technologies, LLC

Patent Owner,

IPR 2023-00553
U.S. Patent No. 9,210,254

U.S. Patent No. 9,210,254

(57)

ABSTRACT

A system and method for enabling the telephone number as a platform for the association of IP-enabled services with legacy telephone service. A unified services enabler platform may be utilized to associate a customer and their telephone number with a variety of services and applications from multiple different ecosystems. The customer can continue to use their existing telephone service and in addition can utilize new IP-enabled features that are associated with their telephone number as the common ID.

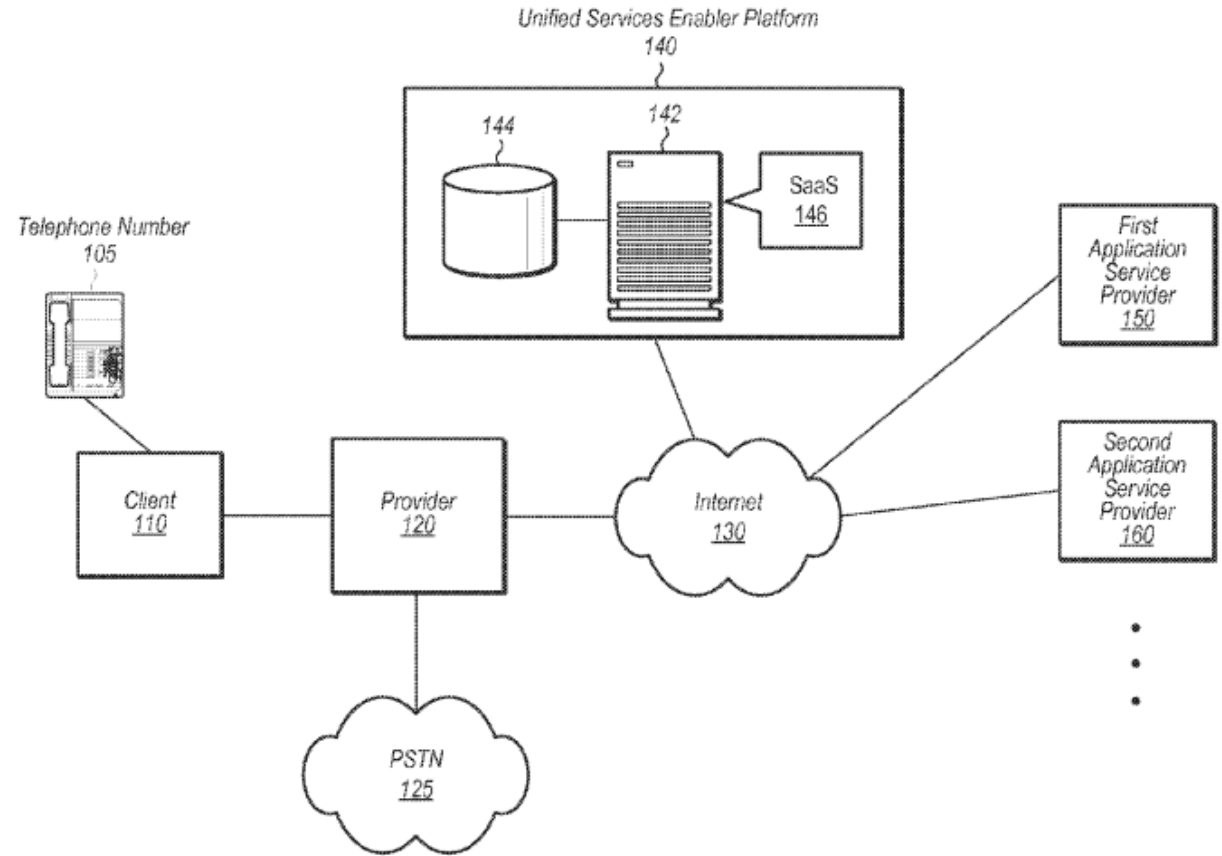


FIG. 1

U.S. Patent No. 9,210,254

Independent Claim 1	
1.0	A telephone system comprising:
1.1	a database; and
1.2	a server coupled to the database,
1.3	wherein the server is utilized by a first provider to provide a first service to a first user, wherein the first service is telephone service, and wherein the telephone service is associated with a first telephone number;
1.4	wherein the server is configured to: receive a request to provision a second service for the first user,
1.5	wherein the second service is provided by a second provider, and wherein the second provider is different than the first provider;
1.6	responsive to receiving the request: create a mapping from the first telephone number to a second identifier (ID), wherein the second ID is utilized by the second provider to identify the first user;
1.7	activate the second service with the second provider utilizing the second ID as a user ID for the first user; and
1.8	associate the second service with the first telephone number, wherein the first telephone number is associated with routing and interworking data necessary to utilize the second service.

Grounds for Petition

Ground	'254 Patent Claims	Type	Reference(s)
1	1-2, 6-8, and 12-14	§ 103	Bodart in view of Banister and Dharmarajan
2	1-2, 6-8, and 12-14	§ 103	de Castro

*Petitioner identifies claims 1, 2-6, and 12-14 in Section XIB of its Petition, but argues throughout its Petition that the Challenged Claims include claims 1-2, 6-8, and 12-14 for both Ground 1 and Ground 2.

Claim Construction

1. “activate the second service with the second provider”
2. “request to provision”
3. “wherein the server is utilized by a first provider to provide a first service to a first user”
4. “wherein the telephone service is associated with a first telephone number”

“activate the second service with the second provider”

As used throughout the '254 Patent, to “activate” a service:

- involves creating a new subscription or account for the service
- does not refer to logging into or accessing an existing service through a particular platform

POR 38-44; PO Sur Reply 4

“activate the second service with the second provider”

- Cisco’s Reply does not address many passages of the ’254 Patent reflecting use of the term “activate” consistent with Zilkr’s explanation
- Petitioner improperly relies on statements that certain elements may be omitted or added to entirely ignore the passages analyzed in Zilkr’s Response
- Petitioner arbitrarily chooses one described result of activation to be the definition of activation, essentially arguing that because one passage says a provider delivers a service after activation, then activation must mean anything that causes a provider to deliver or provide a requested service

“activate the second service with the second provider”

For example, '254 Patent's description of Fig. 11 supports Zilkr's position:

- In this embodiment, “activation data may be sent to the third party provider ***so that an account is created for the customer by the third party provider*** to use the SMS messaging application.” Ex. 1001, 13:53-55 (emphasis added).
- This passage directly links sending activation data to the provider with an account being created for the customer by the third party provider. Petitioner's Reply does not address this passage, which supports Zilkr's position.
- Cisco's declarant, Dr. Houh, admitted that “this example given is for creating new accounts and setting up new -- a new account,” and that the patent “does use the word ‘activation’ or -- or ‘activation data’ with respect to this.” Ex. 2009, 60:20-61:1, 59:5-61:1.

“activate the second service with the second provider”

Dr. Houh could not provide a relevant counter-example:

- Dr. Houh pointed only to the '254 Patent's description of Figure 8, which Petitioner's Reply dismissed as describing optional steps.
- When asked what language describing Figure 8 of the '254 Patent indicates that it is an example of his interpretation of the term “activate,” Dr. Houh pointed only to line 31 of column 10, referring to extracting the appropriate information from the request, and to the sentence referring to “other information needed to activate the service” (Ex. 1001, 10:32-34). See Ex. 2009, 70:1-71:2. Dr. Houh stated that this is the information needed to access your email through Bodart's virtual assistant, but he could not explain how this sentence illustrated use of the term “activate” in the sense he argues it should be interpreted. See *id.*

“activate the second service with the second provider”

A different sentence describing the embodiment of Figure 8 makes clear that these passages of the '254 Patent are not using the term “activate” to mean configuring the unified service enabler platform to access an existing service, as argued by Dr. Houh:

- “In one embodiment, traditional customers who are not connected to the unified service enabler platform may utilize a first API for interfacing to the second provider when activating the service.” Ex. 1001, 10:40-43.
- In other words, an entirely different set of customers “who are not connected to the unified service enabler platform” utilize a *different* API to activate service with the provider.

“activate the second service with the second provider”

As another example supporting Zilkr:

- “In one embodiment, this notification may be indicated by setting an extra configuration field bit ***during the activation process***, and in response, the corresponding application service provider may ***allow provider 406 to directly control and manage the account for the end user.***” Ex. 1001, 7:5-9 (emphasis added).

“activate the second service with the second provider”

As used throughout the '254 Patent, to “activate” a service:

- involves creating a new subscription or account for the service
- does not refer to logging into or accessing an existing service through a particular platform

POR 38-44; PO Sur Reply 4

“request to provision”

- A “request to provision” in the context of the ’254 Patent involves a user request to add a new service, including by activating a new subscription or account for the new service.

“request to provision”

- In claim 1, “responsive” to receiving the request to provision, the second service is “activate[d] with the second provider.”

“request to provision”

corresponding user. Provider 406 may provide telephone service to the user and present a storefront to the user to allow the user to select and add new services and applications to their existing service. The user may select applications via the storefront hosted by provider 406, and then the selected applications may be activated via the unified services platform 404. As shown in unified services platform 404, the user has already selected three applications (app 1, app 2, and app 3) which are associated with telephone number (555-111-1111).

When the user selects a new application to add to their existing voice service, a request may be generated via sourcing and settlement API 408 to activate the new application and associate the new application with the user's telephone number. Unified services platform 404 may then generate the necessary configuration data to activate the new application in accordance with the specific API 410 utilized by the application service provider responsible for delivering the new application. In one embodiment, unified service platform 404

“request to provision”

- A request to add a new service via the unified services enabler platform is a request to provision it: “Unified services enabler platform 140 may include software and/or hardware for performing the various tasks to configure and ***provision a variety of services and applications*** and associate them with telephone number 105.” Ex. 1001, 4:32-35 (emphasis added).

“request to provision”

- Petitioner merely notes that passages of the patent use the term “may,” without considering what is being described or how the terms of the patent are being used. See Pet’r Reply 7.
- Dr. Houh merely asserts for one passage that “‘subscrib[ing]’ is optional, and far from a definition or limitation on the terms.” Ex. 1030, ¶ 8 (quoting Ex. 1001, 3:35-37), but this passage refers to subscribing to a standard telephone service, and is context for the “request to provision” in claim 1, which earlier recites a first provider that provides a telephone service to the user. Dr. Houh does not explain how the use of “may” here establishes that a “request to provision” is not described in the ’254 Patent as a request to add a new service, including by activating a new subscription or account for the new service.

“request to provision”

- A “request to provision” in the context of the ’254 Patent involves a user request to add a new service, including by activating a new subscription or account for the new service.

“wherein the server is utilized by a first provider to provide a first service to a first user”

- In the '254 Patent, the term “utilized” is consistently used in the sense of knowing and intentional use, which is closer to Webster’s definition “to make use of” (see Exhibit 1037 relied on by Petitioner) than it is to Petitioner’s proffered construction of “used by.”
- As just a few examples, the patent describes “applications that are utilized by the corresponding user” (Ex. 1001, 1:48), a customer that can “utilize IP-enabled services and applications” (Ex. 1001, 1:54-55), and a subscriber that may “utilize telephone number 202 as the login or username” (Ex. 1001, 6:16). These instances of the term “utilize” are not consistent with taking actions that may unknowingly result in use of something.

“wherein the telephone service is associated with a first telephone number”

- When viewing the claim language in light of the description in the '254 Patent, a POSITA would understand that there must be an established “association” or link between the service and the telephone number, not merely ad hoc use of a telephone number in handling calls. Ex. 2006, ¶ 135.
- Petitioner again confuses the standard for claim construction, suggesting that an express definition must be provided in the patent rather than considering consistent usage of the term in the '254 Patent. Zilkr is not attempting to read optional features into the claims. Rather, Zilkr shows why Petitioner’s implied interpretation of “associated” is not consistent with usage of the term in the '254 Patent. See POR 53-57.

Petitioner Has Not Shown That Bodart in View of Banister and Dharmarajan Renders Obvious Claim 1

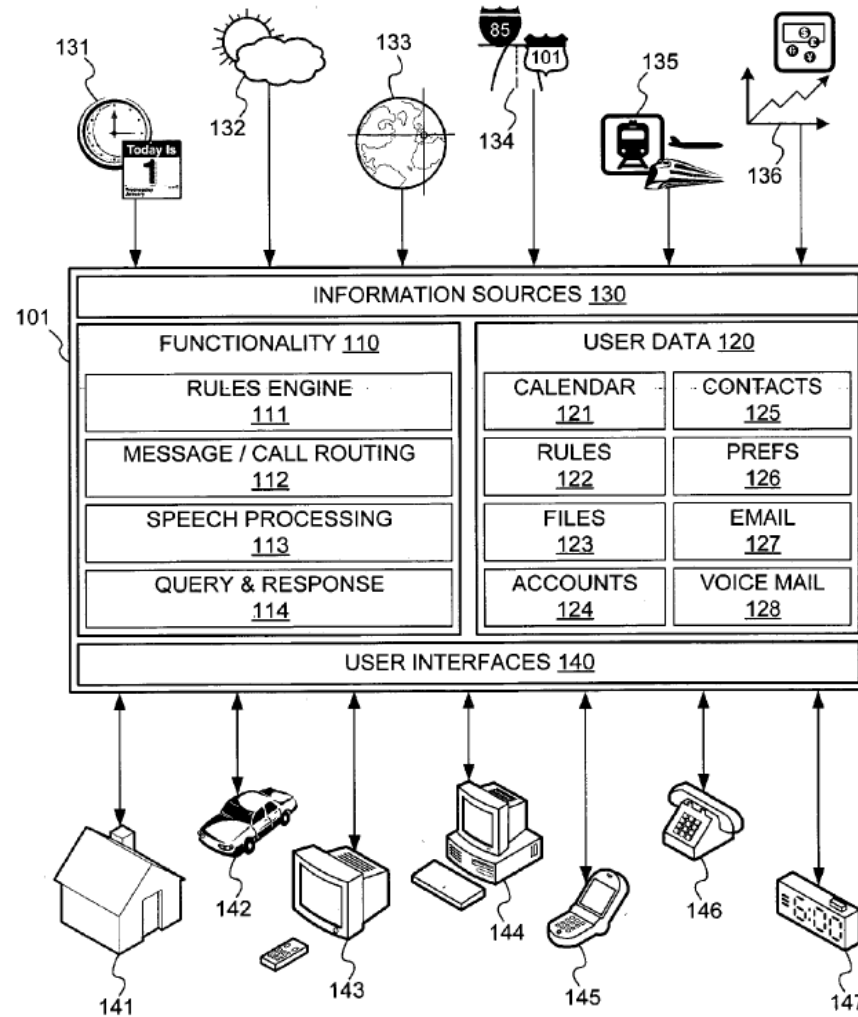


FIG. 1

Ex. 1005, Fig. 1

Petitioner Has Not Shown That Bodart in View of Banister and Dharmarajan Renders Obvious Claim 1

[1.3]: “wherein the server is utilized by a first provider to provide a first service to a first user, wherein the first service is telephone service, and wherein the telephone service is associated with a first telephone number”

Bodart/Banister/Dharmarajan Fail to Teach [1.3]

- Petitioner's explanation in its Reply that because Bodart's virtual assistant may choose whether to complete a call to the user, "a POSITA would have understood that the virtual assistant is 'utilized by' the telephone service provider (at least by means of its routing rules) in providing 'telephone service' to the user" (Reply 13-14) is not consistent with the '254 Patent.

Bodart/Banister/Dharmarajan Fail to Teach [1.3]

- Petitioner argues that because it stated that Bodart's virtual assistant is utilized to provide telephone service, and that the telephone service would be provided by a telephone service provider, that this means the telephone service provider utilizes Bodart's virtual assistant. The two are not the same. The telephone service provider merely providing signals to a user premises, where the user may or may not be using any particular piece of equipment such as Bodart's virtual assistant, is not the same as the service provider utilizing its own switches or other equipment to provide the telephone service.

Bodart/Banister/Dharmarajan Fail to Teach [1.3]

- Petitioner's new theory in its Reply that it would have been obvious for a telephone service provider to provide access to Bodart's virtual assistant as a service is a late argument that could have been presented in its Petition had it desired to make such an argument.
- All of Petitioner's new evidence related to this theory, including Exhibits 1028, portions of 1030, and 1031-1036, is also late and should not be considered. See Consolidated Trial Practice Guide 73 (Nov. 2019) ("Petitioner may not submit new evidence or argument in reply that it could have presented earlier, e.g. to make out a prima facie case of unpatentability.").

Petitioner Has Not Shown That Bodart in View of Banister and Dharmarajan Renders Obvious Claim 1

[1.4]: “wherein the server is configured to: receive a request to provision a second service for the first user”

Bodart/Banister/Dharmarajan Fail to Teach [1.4]

- Receiving and storing login credentials, as argued by Cisco, is not a request to add a new service, including by activating a new subscription or account for the new service.
- Indeed, Petitioner's declarant, Dr. Houh, testified in deposition that it "doesn't make any sense ... in the voice assistant of Bodart to be forced to set up a new account." Ex. 2009, 18:18-23.

Bodart/Banister/Dharmarajan Fail to Teach [1.4]

- Petitioner's Reply also presents a new theory, arguing that tasks Bodart's virtual assistant may perform are "new services." Reply 18. Petitioner's new theory is late and should be disregarded.
- In any event, Petitioner's new theory does not explain how configuring Bodart's virtual assistant to perform additional tasks includes adding a new service by activating a new subscription or account for the new service. Petitioner also does not provide a comprehensive analysis or mapping for this new theory, further demonstrating that the theory is not only new but also incorrect.

POR 31-36; PO Sur Reply 18

Petitioner Has Not Shown That Bodart in View of Banister and Dharmarajan Renders Obvious Claim 1

[1.6]: “responsive to receiving the request: create a mapping from the first telephone number to a second identifier (ID), wherein the second ID is utilized by the second provider to identify the first user”

Bodart/Banister/Dharmarajan Fail to Teach [1.6]

- Zilkr's showing that any alleged mapping is not "responsive to receiving the request" does not depend only on Zilkr's interpretation of the "request to provision." Zilkr's POR also addressed this limitation under Petitioner's interpretation as saving login information. POR 37.
- A POSITA would understand from Bodart's disclosures that the user-set rules determine how to route calls, IMs, and emails based on the caller's contact information, and not on the virtual user's telephone number. Ex. 2006, ¶ 104; Ex. 1005, ¶¶ 24, 57. Petitioner has not shown that the "mapping" or "associat[ing]" limitations occur in response to saving login information together with the virtual assistant user's telephone number because it is the caller's contact information that drives the decision of how to handle the incoming call in Bodart and not the user's telephone number. Ex. 2006, ¶¶ 104.

Petitioner Has Not Shown That Bodart in View of Banister and Dharmarajan Renders Obvious Claim 1

[1.7]: responsive to receiving the request: “activate the second service with the second provider utilizing the second ID as a user ID for the first user”

Bodart/Banister/Dharmarajan Fail to Teach [1.7]

- The Petition contends that Bodart's virtual assistant logging into an IM service or email service meets the limitation "activate the second service." Pet. 40 ("It would have been obvious to a POSITA that Bodart's virtual assistant would login to an IM service ('*activate the second service*')"); Pet. 40-41 ("Similar to the IM example, it would have been obvious to a POSITA that Bodart's virtual assistant would login to an email service ('activate the second service').").
- To "activate" a service with a provider involves creating a new subscription or account with the provider for the service, and is not met by Bodart's virtual assistant gaining access to an IM or email service.

Bodart/Banister/Dharmarajan Fail to Teach [1.7]

- Even if logging in could be considered some sort of “activation,” it would at most be made available within Bodart’s virtual assistant, and not “activate[d] . . . with the second provider,” as required by the claim. *Id.*, ¶ 109.
- During deposition, Dr. Houh (Petitioner’s expert) repeatedly referred to activating as making an application available *within* Bodart’s virtual assistant, demonstrating that he did not consider the term as used in the claim, where the service is activated “with the second provider.” See, e.g., Ex. 2008, 32:15-16 (“service is now active in the virtual assistant in Bodart ...”); 33:15-16 (“activating the service within the virtual assistant of Bodart ...”); 34:10-21; 47:21-23 (“if the user has activated it themselves, ... the application still wouldn’t be an active application ...”).
- Petitioner’s explanation that a provider’s involvement in authenticating access in a different platform can be considered activating the service “with the provider” further illustrates the weakness in Petitioner’s tortured reading of the claim.

Petitioner Has Not Shown That Bodart in View of Banister and Dharmarajan Renders Obvious Claim 1

[1.8]: responsive to receiving the request: “associate the second service with the first telephone number, wherein the first telephone number is associated with routing and interworking data necessary to utilize the second service.”

Bodart/Banister/Dharmarajan Fail to Teach [1.8]

- Bodart's disclosures teach that a user may configure a rule to send a text message to the user if a call to the user's telephone number is intercepted from a certain contact. Ex. 1005, [0057] ("If the contact 215 is recognized, then virtual assistant 101 may forward the call appropriately (according to predefined rules)."). A POSITA would understand that the user-set rule associated with the "certain contact" is what establishes the routing and interworking of a call, including whether a call is forwarded and/or how the user is notified, such as by IM or email. Ex. 2006, ¶ 122.
- A POSITA would understand that the virtual assistant already knows the telephone number of the virtual assistant user because it can "intercept" calls to that number and handle them according to the user-set rules. Ex. 2006, ¶ 123. In other words, it is the caller's number that is "associated with routing and interworking" and not the "first telephone number" of the virtual assistant. *Id.*

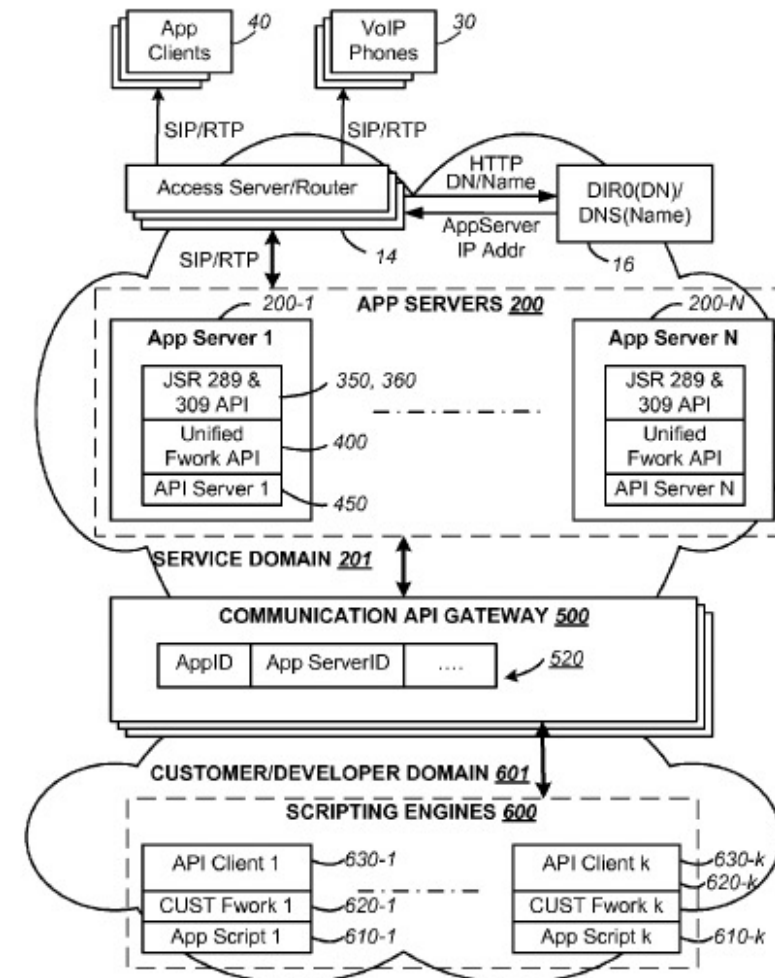
Bodart/Banister/Dharmarajan Fail to Teach [1.8]

- The Petition fails to show that the alleged “associat[ing]” happens “responsive to receiving the request” to provision. Indeed, the arguments in the Petition do not address the “responsive to the request” limitation as applicable to claim element [1.8].
- For other aspects of claim element [1.8], the Petition appears to rely on executing rules. See, e.g., Pet. 41 (“It would have been obvious to a POSITA for the virtual assistant to use stored rules associating the IM service with “*the first telephone number*” to automate the IM functionality described above.”). Executing such rules would not be “responsive to receiving the request” to provision, which Petitioner equates to storing a preferred IM platform, IM username, and IM password, or storing email server settings, an email address, and email password in Bodart’s virtual assistant. See Pet. 32-34. Even under Petitioner’s theory, a call meeting the criteria of one of the pre-set rules would be necessary to cause execution of the rule. This additional and uncertain condition evidences that the alleged associating is not “responsive to receiving the request.” Ex. 2006, ¶ 125.

Bodart/Banister/Dharmarajan Fail to Teach [1.8]

- Petitioner's Reply does not show where the Petition addressed the "responsive to the request" limitation.
- To the extent the Reply contains new arguments on this limitation, they are late and should not be considered, as there is no indication these arguments could not have been included in the Petition as part of Petitioner's alleged prima facie case.

Petitioner Has Not Shown That de Castro Renders Obvious Claim 1



Application Servers Providing Communication Services while exchanging
Command Messages with Remote Application Scripts

FIG. 14

Ex. 1008, Fig. 14

Petitioner Has Not Shown That de Castro Renders Obvious Claim 1

[1.3]: “wherein the server is utilized by a first provider to provide a first service to a first user, wherein the first service is telephone service, and wherein the telephone service is associated with a first telephone number”

de Castro Fails to Teach [1.3]

- Issuing or executing commands for invoking class objects relative to a call is not a “telephone service.” Ex. 2006, ¶ 130.

de Castro Fails to Teach [1.3]

- De Castro’s “customer 1” is not a “provider,” let alone the “first provider” that provides the “telephone service” recited in the Challenged Claims. Ex. 2006, ¶ 131. Rather, “customer 1” is an application developer who codes application scripts with the user’s preferred programming languages and protocols for purposes of issuing commands for invoking and manipulating the class objects relative to a call. Ex. 1008, ¶ 37, ¶ 41 (“A customer using the communication services can code the application script in a preferred programming language using a custom framework providing a set of customer-specific libraries”), ¶ 135; Ex. 2006, ¶ 131.

de Castro Fails to Teach [1.3]

- App Script 1 is not a “telephone service”/“first service” provided to a first user because it is not “associated with the first telephone number.” Ex. 2006, ¶ 132.
- Although the Petition initially refers to the “dialed number,” the explanation that follows this statement maps the “first telephone number” only to de Castro’s dialing-user’s number. See Pet. 60. As noted below with respect to claim elements [1.6] and [1.8], these sections of the Petition further confirm that the Petition does not consider the “dialed number” to be the claimed “first telephone number.” Petitioner’s expert, Dr. Houh, similarly confirmed it is the telephone number of the client seeking to access a communication application that Petitioner considers the “first telephone number.” Ex. 2008, Houh Tr. 75:15-76:1.
- Petitioner argues that “PO does not address the Petition’s analysis based on a ‘dialed number,’ and therefore PO’s argument fails.” Pet’r Reply 28.
- Zilkr cannot fairly be expected to develop this theory for Petitioner and then knock it down.

de Castro Fails to Teach [1.3]

- App Script 1 is not a “telephone service”/“first service” provided to a first user because it is not “associated with the first telephone number.” Ex. 2006, ¶ 132.
- With respect to the “dialing-user’s number,” Petitioner argues that de Castro’s disclosure of including the caller’s telephone number for an incoming call event in the exchange of messaging between the scripting engine and the application server renders obvious “wherein the telephone service is associated with a first telephone number.” Pet. 60-61.
- A provider utilizing a server “to provide a first service to a first user, wherein the first service is telephone service, and wherein the telephone service is associated with a first telephone number,” as required by claim 1, requires more than merely handling calls from a telephone number. When viewing the claim language in light of the description in the ’254 Patent, a POSITA would understand that there must be an established “association” or link between the service and the telephone number, not merely ad hoc use of a telephone number in handling calls. Ex. 2006, ¶ 135.
- The portions of de Castro alleged in the Petition to teach claim element [1.3] at most indicate that de Castro may use phone numbers in messages relating to incoming calls. See Pet. 60; Ex. 2006, ¶ 140. There is no description of a particular association or established link between App Script 1 610-1 (identified in the Petition as the “first service”) and the telephone number of a client. *Id.* Indeed, any caller could have their telephone number show up in the internal messages relating to the call, demonstrating there is no association between the telephone number of the subscriber and the service provided. See Ex. 1008, ¶ 116 (“[Application clients such as VoIP phones 30, is able to access a specific communication application by calling a dialed number or an URL.]”); Houh Tr. 77:11-19; Ex. 2006, ¶ 140.

de Castro Fails to Teach [1.3]

- Petitioner's Reply misconstrues Zilkr's arguments in the POR and fails to rebut them. For example, Petitioner asserts that under Zilkr's logic a telephone call would not be a telephone service. Reply 27. But the dialing party and call recipient on a telephone call are each subscribers to a telephone service that is associated with their respective telephone numbers. In contrast, Petitioner asserts that an app script in de Castro is a telephone service associated with any phone number that happens to reach the app script. For the reasons explained in Zilkr's POR and Sur Reply, Petitioner's argument is not consistent with the '254 Patent's use of terms such as "associate" and "telephone service."

POR 51-57; PO Sur Reply 21

Petitioner Has Not Shown That de Castro Renders Obvious Claim 1

[1.4]: “wherein the server is configured to: receive a request to provision a second service for the first user”

de Castro Fails to Teach [1.4]

- Petitioner argues that “App Script 1 is the “first service” and “App Script k” is the “second service,” and that the “request to provision” limitation is purportedly met when “one of the application servers 200 (‘server’) receiv[es], from an application client (‘first user’), a call to access one of the communication applications.” Pet. 61.
- Merely accessing a communication application is not a request to “provision,” a service, which involves more than accessing. See, e.g., Ex. 1001, 3:65-4:13 (distinguishing between accessing and provisioning services); Ex. 2006, ¶ 143. The Petition fails for at least this reason.
- In addition, a “request to provision” in the ’254 Patent involves a user request to add a new service, including by activating a new subscription or account for the new service. Accessing a service by calling a number is not a request to “add” a new service and does not involve activating a new subscription or account for the new service. Ex. 2006, ¶ 114.
- Petitioner’s arguments fail based on its overly broad interpretation of a “request to provision,” as explained in Zilkr’s POR and Sur Reply.

de Castro Fails to Teach [1.4]

- In addition, Petitioner asserts that there is no requirement for awareness or simultaneity in the claims, but it is Petitioner's strained mapping to de Castro that puts at issue these implicit requirements of the claim. For example, to add a new service, the first service (telephone service) must be active.
- In the context of Petitioner's de Castro theory, where a service is provided only when a call is ongoing, this would require a user to dial a second app script accessible through the same platform but a different developer while connected to a call to the first app script. And a user cannot "request to provision" the second service from a second provider as described in the '254 Patent without an awareness that the number they are dialing will connect them to another app script on de Castro's platform but created by a different developer. Not only are such circumstances not shown by Petitioner, but they illustrate how unrelated de Castro's system is from what is described in the '254 Patent and the incorrectness of Petitioner's interpretation of claim terms such as "request to provision."

Petitioner Has Not Shown That de Castro Renders Obvious Claim 1

[1.6]: “responsive to receiving the request: create a mapping from the first telephone number to a second identifier (ID), wherein the second ID is utilized by the second provider to identify the first user”

de Castro Fails to Teach [1.6]

- To the extent that Petitioner relies on de Castro's "dialed number" as the "first telephone number" for claim element [1.3], the Petition fails to even allege with respect to the "dialed number" that de Castro teaches "responsive to receiving the request: create a mapping from the first telephone number to a second identifier (ID), wherein the second ID is utilized by the second provider to identify the first user," much less explain why this is so or provide any evidence. See Pet. 63 ("De Castro describes offering an inbound call from a telephone number (*the first telephone number*) to a Rayo client").
- Petitioner cannot deny that the Petition does not explain how the dialed number could be the "first telephone number" in limitation [1.6]. Petitioner's Reply attempts to argue this theory for the first time. The Reply is not the place to flesh out a partial theory mentioned only for a different limitation, and Petitioner's new argument should not be considered.

Petitioner Has Not Shown That de Castro Renders Obvious Claim 1

[1.7]: responsive to receiving the request: “activate the second service with the second provider utilizing the second ID as a user ID for the first user”

de Castro Fails to Teach [1.7]

- Petitioner argues that “[a] POSITA would have understood that registering a call ID of an incoming call and starting an associated call actor for an App Script such as App Script 610-k (*“the second service”*) would include *“activat[ing]”* the App Script 610-k.” Pet. 67.
- To “activate” a service involves creating a new subscription or account for the user of the service. Ex. 2006, ¶ 152. Petitioner’s mapping to a single call fails to render obvious *“activat[ing]”* the second service as used in the ’254 Patent. Ex. 2006, ¶ 152.
- Petitioner’s Reply asserts that Zilkr does not explain how de Castro’s system would provide the services of App Script 610-k without *‘activat[ing]’* the script. Reply 31. For the reasons explained in Zilkr’s POR Sur Reply, to “activate” a service involves creating a new subscription or account for the user of the service, which is nowhere alleged to occur in de Castro.

Petitioner Has Not Shown That de Castro Renders Obvious Claim 1

[1.8]: responsive to receiving the request: “associate the second service with the first telephone number, wherein the first telephone number is associated with routing and interworking data necessary to utilize the second service.”

de Castro Fails to Teach [1.8]

- To the extent that Petitioner relies on de Castro’s “dialed number” as the “first telephone number” for claim element [1.3], the Petition fails to even allege with respect to the “dialed number” that de Castro teaches “responsive to receiving the request: . . . associate the second service with the first telephone number, wherein the first telephone number is associated with routing and interworking data necessary to utilize the second service,” much less explain why this is so or provide any evidence. See Pet. 68 (“As discussed . . . , de Castro teaches that the JID is mapped to the telephone number (*“the first telephone number”*) of the client accessing the communication application.”).
- Petitioner’s argument that storing the caller’s phone number with the JID in the call ID registry purportedly renders obvious “wherein the first number is associated with routing and interworking data necessary to utilize the second service” lacks merit. Pet. 68. As discussed in Section X.A.1, incorporated by reference herein, a POSITA would understand that to “associate” a service with a telephone number there must be an established “association” or link between the service and the telephone number, not merely ad hoc use of a telephone number in handling calls. Ex. 2006, ¶ 156.

Dr. Houh's Testimony Deserves No Weight

- During cross-examination on his supplemental declaration (Ex. 1030), Dr. Houh answered an entire line of questioning about the meaning of the term “activate” as used in the '254 Patent with variations of a lengthy, canned response about Bodart's virtual assistant providing access to a service. *See, e.g.*, Ex. 2009, 16:3-17:16, 17:17-19:15, 19:16-21:13, 21:14-23:18, 23:19-24:20, 24:21-26:12, 26:13-27:16, 27:17-29:17, 29:18-30:18, 32:4-34:10, 34:11-35:18.
- Dr. Houh essentially refused to answer whether he agreed that a user's setting up a service with a provider would fall within his understanding of the term “activate” because he believed the disagreement in the case is whether what he pointed to in Bodart is within the scope of “activate.” *See id.*, 34:11-37:2 (answering, e.g., that “the disagreement is really over whether what I've pointed to that meets activating the second service with a second provider falls within the scope of activate, not whether other things are within the scope of activate,” “that wasn't the example that I used in my initial analysis and ... discussed in my supplemental declaration about -- about the situation of activating within Bodart”).
- Dr. Houh's stonewalling prevented Zilkr from fully exercising its right to cross-examination to understand the basis for the opinions expressed in his supplemental declaration. Accordingly, his supplemental declaration and any deposition testimony that Petitioner may want to rely on should not be considered and is entitled to no weight.

Dr. Houh's Testimony Deserves No Weight

19 Q. Okay. Dr. Houh, I hear you talking about
20 Bodart and sending authentication credentials to an
21 e-mail service provider and that you consider that to
22 be activating the service.

23 I'm asking the question of whether you would
24 consider -- consider the initial creation of an e-mail
1 account with that provider -- you know, directly with
2 that provider, to also be -- I'm not talking about it
3 being limited to that, but to also be an activation.
4 I'm trying to understand on which -- on which points
5 we agr -- we agree.

6 If a user is able to access an e-mail service
7 through the provider directly, would you also consider
8 that service to have been activated?

9 A. That's not the -- that -- that situation is
10 not what I'm pointing to in -- in Bodart.

11 Q. Well, that's the --

12 A. I understand that --

13 Q. -- question that --

14 A. -- Patent Owner's --

15 Q. -- I'm asking.

16 A. -- arguing -- I understand that Patent
17 Owner's arguing that activating the second service
18 with the second provider is limited to only that
19 situation, and -- and that's just -- that's just
20 incorrect.

Ex. 2009, 23:19-24:20