

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

MICROSOFT CORPORATION,
Petitioner,

v.

QOMPLX LLC,
Patent Owner.

IPR2026-00183
Patent: 11,539,663

**REPLY OF PETITIONER TO
PATENT OWNER'S PRELIMINARY RESPONSE (Paper 12, "POPR")**

Petitioner submits this authorized Reply to the POPR (Paper 12). *See* EX3001.

Patent Owner (“PO”) wrongly argues that lexicography requires that the claimed “midserver” run one or more containerized services. *E.g.*, POPR, 6-8 (citing EX1001, 12:66-13:5). While the ’663 patent “Definitions” section describes a “midserver,” that passage cannot be used to restore language deleted during prosecution. In response to a prior art rejection, applicants amended the claims to remove the same “containerized services” language that PO now seeks to add. EX1002, 411-412/497; *id.*, 365-368/497. PO speculates that the applicants deleted this language to avoid redundancy. POPR, 8 n.1. But, when amending the claims, applicants did not reference any definition of “midserver,” did not cite as support application paragraph [052] containing the purported definition, and did not mention “containerized services.” EX1002, 415/497; *see also id.*, 37/497.

Instead, applicants indicated that the *claims* define the midserver, stating that they had “been amended to more clearly teach the functions of the midserver.” *Id.*, 415/497. Then, a second time they stated unambiguously, “[t]he amendments now clearly teach the operation of the midserver” and argued that the claimed “midserver operations clearly distinguishes [the cited art].” *Id.* PO cannot evade IPR by walking back that history and restoring the deleted language through claim construction. *Laryngeal Mask Co. v. Ambu*, 618 F.3d 1367, 1372-73 (Fed. Cir. 2010) (refusing to read into a claim a limitation that was removed shortly before allowance); *Rheox*,

Inc. v. Entact, Inc., 276 F.3d 1319, 1326-27 (Fed. Cir. 2002); *cf. Aylus Networks, Inc. v. Apple Inc.*, 856 F.3d 1353, 1359 (Fed. Cir. 2017) (prosecution disclaimer “protects the public’s reliance on definitive statements made during prosecution”).

Consistent with prosecution, claims 1 and 4 do not recite a bare “midserver,” but instead are directed almost entirely to specifying the midserver’s structure and operation. EX1001, 24:21-39, 24:47-63. And outside the Definitions section, the specification describes the midserver functionally (*e.g.*, EX1001, 7:60-66) and containerized services permissively (EX1001, 10:27-29 (“may be designed” to run containerized services), 15:16-21 (embodiments “may contain” containers)).

Even considering PO’s construction, Maturana-Kashyap satisfies the claim.

Maturana’s cloud agent provides “services” (EX1004, [0051]) that collect data, process it, package it, and transmit it to the cloud. EX1004, [0042]-[0044], [0048], [0051]-[0056]. Kashyap teaches packaging and deploying such services as a virtual appliance “software image *containing* an application designed to run inside a virtual machine.” EX1005, [0003] (emphasis added); Pet. (Paper 2), 5-6 (virtual appliances “encapsulate the required applications or services”) (quoting EX1014, 279); EX1016, [0002]. Kashyap also teaches “OVF” (aka “OVA”) as a way to implement virtual appliances (EX1005, [0003]; Pet., 7-10) and this was known as “a *container* technology for distributing VMs” (EX1013, [0117] (emphasis added)). Thus, the mapped combination includes cloud-agent services encapsulated in container

technology, running on the midserver. Pet., 28-37; EX1003, ¶¶61-75; Pet., 39-48. PO does not explain how this is excluded from its “containerized” construction.

PO’s “single data stream” argument imports a non-packetized streaming-protocol requirement that appears nowhere in the claims or specification. POPR, 13-16. The claims recite “a single data stream,” not the continuous non-packetized transport protocol argued by PO. EX1001, 24:38-39, 24:62-63. The specification contradicts PO’s construction, describing “the sending and receiving of data *packets* over a computer network.” EX1001, 20:31-32 (emphasis added). Even PO’s extrinsic evidence at most describes a “data stream” as “a series of data elements ordered in time,” not a packet-free protocol. EX2025, 1; POPR, 15.

Maturana teaches the claimed single data stream. PO isolates Maturana’s description of a “single cloud upload packet” (POPR, 13-16), ignoring that Maturana describes ongoing collection of live data from multiple sources, including sensor data with “thousands of data points updated at a rate of less than a second” (EX1004, [0051-0052]; *id.*, [0002], [0034]; Pet., 22-25), supports “torrential data streams” (EX1004, [0035]), transmits serialized data to the cloud using HTTPS/SSL (*id.*, [0049]), and uses live-data queues for “substantially real-time monitored data” (*id.*, [0060]) with priority for “time-critical” live data used by remote applications to “view substantially real-time data” (*id.*, [0060]-[0061]). Maturana’s packets are transmission units within the ongoing outbound stream. The Petition correctly

identified Maturana's aggregation of multiple sensor sources into a single cloud upload packet for delivery to the cloud, as retransmission of received data over the secure connection as a single data stream. Pet., 57-58; EX1003, ¶¶100-101.

PO wrongly rewrites “establish a secure network connection” to require physical-device-specific authentication. POPR, 17-24. Claims 1 and 4 recite that the midserver “establish a secure network connection” to an external network. EX1001, 24:32-33, 24:56-57. PO argues that Maturana fails to meet this generic security element because it lacks a specific authentication through a physical-device identifier (POPR, 17-21), and then leverages this same implied construction to argue against the Maturana-Kashyap combination (POPR, 18). PO's arguments overread the claims, which do not recite authentication, device identifier, physical device, MAC address, or any specific protocol. EX1001, 24:32-33, 24:56-57. And its arguments are unsupported by the '663 specification, which describes secure connectivity broadly, including “standard VPN or similar encryption-based network transport technologies,” certificates, and TLS, confirming that “secure network connection” encompasses secure connections without further limitation. EX1001, 9:48-52, 16:11-60. Maturana teaches using several techniques—either alone or in combination—to “secure outbound traffic to the cloud,” including “HTTPS/SSL, certificate authority enabled transmission, *and/or* unique identity using MAC addresses.” EX1004, [0057] (emphasis added). The Petition expressly relied on that

disclosure, along with Maturana's secure registry handshake (Pet., 48-49, 61; EX1003, ¶¶89-91), thus meeting the claimed "establish a secure network connection."

PO's "virtualization breaks security" and motivation arguments fail for the same reasons. PO cannot plausibly argue that virtualization defeats Maturana when Maturana contemplates virtualization. Maturana discloses its components running on "virtual machine(s)" (EX1004, [0042]), and its registry embodiment validates the cloud agent and issues a certificate to create the secure communication channel (*id.*, [0089]-[0094]). Pet., 28-37 (citing these disclosures); EX1003, ¶¶62-75 (same). PO's exhibits confirm VMs can use assigned dynamic or static MAC addresses. EX2032, 2-3; EX2033, 1 (VM MAC address "does not change" absent conflict). In the combination, Kashyap's teachings standardize authorized installation and configuration of Maturana's cloud agent; the combination does not enable unauthorized relocation. Pet., 28-37, 48-50; EX1003, ¶¶62-75, 89-91. Kashyap's automatic configuration mechanism ensures that Maturana's "customer-specific configuration and subscription information" (EX1004, [0044]; *id.*, [0052]-[0053], [0069]-[0070]) and registry-stored configurations for secure connectivity (*id.*, [0074]-[0075]) are automatically provided to the cloud agent upon "installation at any facility" (*id.*, [0041]), thereby enabling the automatic (and *secure*) connection of the cloud agent to the cloud platform. Pet., 33-34; EX1003, ¶¶67-69. Thus, the combination preserves—not undermines—Maturana's security model.

Respectfully submitted,

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**CERTIFICATE OF SERVICE
IN COMPLIANCE WITH 37 C.F.R. § 42.6 (e)(4)**

The undersigned certifies that on May 12, 2026, the **REPLY OF PETITIONER TO PATENT OWNER'S PRELIMINARY RESPONSE** was served on counsel for Patent Owner via electronic mail as follows:

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