

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

QOMPLX LLC,

Plaintiff,

v.

MICROSOFT CORPORATION,

Defendant.

Case No. 1:25-cv-01383-ADA

**DEFENDANT MICROSOFT CORPORATION'S
REPLY CLAIM CONSTRUCTION BRIEF**

TABLE OF CONTENTS

I. INTRODUCTION 1

II. THE DISPUTED CLAIM TERMS 1

 A. “midserver” (’663 patent, claims 1 and 3-4)..... 1

 1. Qomplx’s Arguments About the Law Governing Deleted Claim
 Language Fail..... 2

 2. Qomplx’s Arguments About the Purpose of Its Amendment Also Fail. 3

 3. Qomplx’s Arguments About the Remaining Cases Also Fail. 4

 4. Qomplx’s Remaining Arguments Fare No Better. 6

 B. “virtual appliance software application” (’663 patent, claims 1 and 4)..... 7

 C. “distributed computational graph” (’424 patent, claims 1, 4, and 6)..... 9

 D. “transformation pipeline” (’424 patent, claims 1-6 and 9-12)..... 12

 E. “transformation” (’424 patent, claims 1-6 and 9-12)..... 13

 F. “retrieving ... historical information ... and determining, based at least on the
 historical information” (’934 patent, claims 1, 11, 18, and 26; ’426 patent,
 claims 1, 9, 19, and 29) 16

III. CONCLUSION..... 17

TABLE OF AUTHORITIES

Cases

<i>Astra Akteibolag v. Andrx Pharms., Inc.</i> 222 F. Supp. 2d 423 (S.D.N.Y. 2002).....	6-7
<i>Biogen, Inc. v. Berlex Labs., Inc.</i>	11
318 F.3d 1132 (Fed. Cir. 2003)	
<i>Blackbird Tech LLC v. ELB Elecs., Inc.</i> , 895 F.3d 1374 (Fed. Cir. 2018).....	2
<i>CAO Lighting, Inc. v. Gen. Elec. Co.</i> , No. 1:20-cv-00681, 2023 WL 1930354 (D. Del. Jan. 30, 2023)	16
<i>Carnegie Mellon Univ. v. Hoffman-La Roche Inc.</i> , No. 3:95-cv-03524, 1997 WL 33152823 (N.D. Cal. Mar. 31, 1997)	2
<i>DataTreasury Corp. v. Wells Fargo & Co.</i> , No. 2:05-cv-00291, 2009 WL 1393068 (E.D. Tex. May 11, 2009)	17
<i>DDR Holdings, LLC v. Priceline.com LLC</i> , 122 F.4th 911 (Fed. Cir. 2024)	5
<i>E.I. du Pont De Nemours & Co. v. Unifrax I LLC</i> , 921 F.3d 1060 (Fed. Cir. 2019).....	10
<i>EMC Corp. v. Pure Storage, Inc.</i> , No. 1:13-cv-01985, 2016 WL 775742 (D. Del. Feb. 25, 2016).....	16
<i>Epcon Gas Sys., Inc. v. Bauer Compressors, Inc.</i> , 279 F.3d 1022 (Fed. Cir. 2002).....	12
<i>Ferring B.V. v. Serenity Pharms., LLC</i> , 356 F. Supp. 3d 353 (S.D.N.Y. 2019).....	5
<i>Fontem Ventures, B.V. v. NJOY, Inc.</i> , No. 2:14-cv-01645, 2015 WL 12766460 (C.D. Cal. Jan. 29, 2015).....	5
<i>Hyperphrase Techs., LLC v. Microsoft Corp.</i> No. 3:02-cv-00647, 2003 WL 23142251 (W.D. Wis. Jun. 18, 2003)	15
<i>Interactive Gift Express, Inc. v. CompuServe Inc.</i> , 256 F.3d 1323 (Fed. Cir. 2001).....	16-17
<i>Laryngeal Mask Co. v. Ambu A/S</i> , 618 F.3d 1367 (Fed. Cir. 2010).....	2, 5

<i>Liebel-Flarsheim Co. v. Medrad, Inc.</i> , 358 F.3d 898 (Fed. Cir. 2004).....	5
<i>Markman v. Westview Instruments, Inc.</i> , 517 U.S. 370 (1996).....	3, 12, 16
<i>Medicines Co. v. Mylan, Inc.</i> , 853 F.3d 1296 (Fed. Cir. 2017).....	5
<i>Microsoft Corp. v. Uniloc 2017 LLC</i> , No. 2021-2039, 2022 WL 11531235 (Fed. Cir. Oct. 20, 2022)	16
<i>Omega Eng'g, Inc. v. Raytek Corp.</i> , 334 F.3d 1314 (Fed. Cir. 2003).....	10-13
<i>Phillips v. AWH Corp.</i> , 415 F.3d 1303 (Fed. Cir. 2005) (en banc).....	<i>passim</i>
<i>Polaris PowerLED Techs., LLC v. Dell Techs., Inc.</i> , No. 1:22-cv-00973-RP, 2025 WL 2525457 (W.D. Tex. Mar. 10, 2025)	2, 17
<i>PSN Illinois, LLC v. Ivoclar Vivadent, Inc.</i> , 525 F.3d 1159 (Fed. Cir. 2008).....	4
<i>Rembrandt Data Techs., LP v. AOL, LLC</i> , 641 F.3d 1331 (Fed. Cir. 2011).....	6
<i>Rheox, Inc. v. Entact, Inc.</i> , 276 F.3d 1319 (Fed. Cir. 2002).....	4, 6
<i>Thorner v. Sony Comput. Entm't Am. LLC</i> , 669 F.3d 1362 (Fed. Cir. 2012).....	5
<i>Transonic Sys. v. Non-Invasive Med. Techs. Corp.</i> , 143 F. App'x 320 (Fed. Cir. 2005)	2
<i>United States v. Telectronics, Inc.</i> , 857 F.2d 778 (Fed. Cir. 1988).....	2
<i>XY LLC v. Trans Ova Genetics, LLC</i> , No. 1:13-cv-00876, 2014 WL 5032693 (D. Colo. Oct. 7, 2014).....	4-6
Statutes	
35 U.S.C. § 112.....	15

I. INTRODUCTION

Qomplx filled its responsive claim construction brief with strawman arguments and red herrings, including repeatedly trying to distinguish governing cases on grounds unrelated to their legal holdings that apply here. Despite Qomplx changing one of its claim constructions after receiving Microsoft’s opening brief, all of its constructions remain flawed—they rewrite claim language to change claim scope, ignore or contradict intrinsic evidence including prosecution histories, and run afoul of controlling claim construction law. By contrast, Microsoft’s constructions remain faithful to the law and the intrinsic and extrinsic evidence.

II. THE DISPUTED CLAIM TERMS

A. “midserver” (’663 patent, claims 1 and 3-4)

Microsoft’s Proposed Construction	Qomplx’s Proposed Construction
Plain and ordinary meaning.	A server that functions as an interface between an external network and a cloud-based service, and which runs one or more containerized services that perform one or more of: collecting, aggregating, analyzing, filtering, transforming, and securely transmitting data.

Qomplx’s argument that “the only way to know” what words like “midcentury,” “midair,” and “midnight” mean, “if one does not already know them, is to look them up,” is not helpful; people already know what these common English words mean. Resp. at 2-3.¹ Qomplx’s distinction between “midnight” and “solar midnight” is similarly uninformative. *Id.* Qomplx’s argument that the jury purportedly could not figure out what the midserver sits between overlooks claim 1, which itself explains that the midserver sits between: (1) the local network devices from which the midserver collects data, and (2) the external network to which it sends

¹ Citations to “Resp.” refer to Qomplx’s responsive claim construction brief. Dkt. No. 57.

data. Resp. at 3; Op. Br.² at 5-6.

1. Qomplx's Arguments About the Law Governing Deleted Claim Language Fail.

Microsoft cited five cases for the proposition that a court should not read deleted claim language back into a claim. Op. Br. at 6. Qomplx wholly ignores two of these cases: *Transonic Sys. v. Non-Invasive Med. Techs. Corp.*, 143 F. App'x 320 (Fed. Cir. 2005) and *Polaris PowerLED Techs., LLC v. Dell Techs., Inc.*, No. 1:22-cv-00973-RP, 2025 WL 2525457 (W.D. Tex. Mar. 10, 2025). Resp. at 2-10. Qomplx argues that the three other cases did not involve lexicography. Resp. at 5-6 (citing *United States v. Telectronics, Inc.*, 857 F.2d 778 (Fed. Cir. 1988); *Laryngeal Mask Co. v. Ambu A/S*, 618 F.3d 1367 (Fed. Cir. 2010); and *Blackbird Tech LLC v. ELB Elecs., Inc.*, 895 F.3d 1374 (Fed. Cir. 2018)). But those three cases' statements of the law make no exception for lexicography. Op. Br. at 6, 10. Nor do *Transonic* and *Polaris*. *Id.*

Qomplx cites no case that establishes such an exception. Resp. at 5-9. Qomplx cites one 30-year-old case from a different jurisdiction. *Id.* at 5 (citing *Carnegie Mellon Univ. v. Hoffman-La Roche Inc.*, No. 3:95-cv-03524, 1997 WL 33152823 (N.D. Cal. Mar. 31, 1997)). But the applicant there deleted "the claims' references to the *level* of lethality" to overcome the examiner's objection that it "had failed to teach the *level* of lethality." 1997 WL 33152823, at *8 (emphasis in original). The court found that "there is a distinction between identifying a compound as lethal and specifying its lethal dose," *i.e.*, the level of lethality. *Id.* Its construction therefore included "an enzyme that is lethal ..." but did not read back into the claims the deleted language referencing the *level* of lethality. *Id.* Qomplx's construction does not raise a comparable issue because it seeks to replace essentially all of the deleted claim language. *See* Op. Br. at 7-8. Qomplx's citation to *Phillips v. AWH Corp.*, 415 F.3d 1303 (Fed. Cir. 2005) (en

² Citations to "Op. Br." refer to Microsoft's opening claim construction brief. Dkt. No. 56.

banc) for the role of the specification in claim construction is too simplistic because it ignores the impact of Qomplx’s claim amendment. Resp. at 5.

2. Qomplx’s Arguments About the Purpose of Its Amendment Also Fail.

Qomplx’s argument that the “applicants never represented that [their amendment] had anything to do with overcoming the examiner’s rejection” is irrelevant. Resp. at 4. The cases holding that removing claim language indicates an intent to broaden the claim does not condition such intent on an applicant’s representation or overcoming a rejection. Op. Br. at 9.

Qomplx’s related argument that the “most logical explanation” for the amendment was “simplification” is contradicted by Qomplx’s accompanying statements, in which it said that it amended claim 1 “to more clearly teach the functions of the midserver” and to “now clearly teach the operation of the midserver.” Op. Br. at 8 (citing Ex. E at 6). These statements show that the amendment’s purpose was *clarification*—of what the midserver functions and operation require and do not require. Qomplx’s reference to the supposed “most logical explanation” also shows that Qomplx is speculating about the amendment’s purpose. Indeed, Qomplx’s counsel in this case was not its counsel during prosecution. Ex. A at 1 (“Galvin Patent Law LLC”). And Qomplx’s describing the amendment as being made by “the applicants” rather than itself recognizes that the application was assigned to a different entity at the time of the amendment: Qomplx, Inc. Resp. at 4; Ex. E at 8 (amendment dated 2022); Ex. R at 2-3 (assignment to Qomplx, Inc. from 2020 to 2023).³ Qomplx’s argument that “the applicants ... trusted ... that their explicit lexicography would apply” likewise is entirely unsupported. Resp. at 4 (citing only *Markman v. Westview Instruments, Inc.*). Qomplx’s supposed “most logical explanation” also overlooks the explanation that is consistent with the statements accompanying the amendment—

³ For simplicity, Microsoft otherwise refers to both Qomplx Inc. and Qomplx LLC as “Qomplx.”

having added limitations to narrow the claim in some ways, Qomplx deleted other limitations to broaden the claim in other ways.

Qomplx’s argument that its claim amendment “did not remove the specification’s definition” is beside the point; Microsoft does not contend otherwise and addresses the specification definition at length. Resp. at 3; Op. Br. at 8-11. Qomplx’s related argument that, had it wished to broaden the scope of “midserver,” it “would have amended the specification to remove it” ignores the realities of patent prosecution, in which specification amendments are uncommon relative to claim amendments. Resp. at 4; *see PSN Illinois, LLC v. Ivoclar Vivadent, Inc.*, 525 F.3d 1159, 1166 (Fed. Cir. 2008) (“[D]uring prosecution, an applicant may have cancelled pending claims but not amended the specification to delete [corresponding] disclosure.”). Qomplx’s citation to a sole specification amendment that is not even from the dozens of prosecution histories listed in the ’663 patent confirms that such amendments are uncommon. Resp. at 4-5; Ex. A at 1-2. Qomplx also ignores the possibility that it simply did not have the specification’s definition of “midserver” in mind when it made the amendment, just as it apparently did not have in mind the language of claim 2, which now lacks antecedent basis for “the containerized services” as a result of Qomplx’s deleting “containerized services” from claim 1. *See* Resp. at 10 (admitting that claim 2 lacks antecedent basis).

3. Qomplx’s Arguments About the Remaining Cases Also Fail.

Qomplx’s argument that Microsoft cites no cases for the proposition that a claim amendment can be taken as a tacit disavowal of lexicographic intent overlooks Microsoft’s citations to *XY LLC v. Trans Ova Genetics, LC* and *Rheox, Inc. v. Entact, Inc.*, in which claim amendments prevented the court from adopting specification definitions. Resp. at 7; Op. Br. at 10-11. It also ignores Microsoft’s cited cases holding that an amendment removing claim language indicates an intent to broaden the claims. *See* Op. Br. at 9.

Qomplx tries to distinguish *Thorner v. Sony Comput. Entm't Am. LLC* based on the nature of the specific specification passages that were at issue, which is irrelevant. Resp. at 7.

Microsoft cited *Thorner* to show that the standard for lexicography includes an intent requirement, which Qomplx does not dispute. *Id.* at 2-10; Op. Br. at 8-9. Microsoft cited *Medicines Co. v. Mylan, Inc.* for the same intent requirement, which Qomplx again does not dispute when addressing that case. Op. Br. at 9; Resp. at 7.

Qomplx's attempt to distinguish *Liebel-Flarsheim Co. v. Medrad, Inc.*, *Ferring B.V. v. Serenity Pharms., LLC*, and *Fontem Ventures, B.V. v. NJOY, Inc.* is likewise flawed. Resp. at 7-8. Microsoft cited those cases for the proposition that removing claim language shows an intent to broaden claim scope, and Qomplx does not dispute that those cases stand for that proposition. Op. Br. at 9; Resp. at 8. It instead argues that those cases are inapplicable because their courts did not find lexicography. *See* Resp. at 7-8. But that fact supports Microsoft's position that there is no lexicography for "midserver" either. Qomplx's attempt to distinguish *Laryngeal Mask Co. Ltd. v. Ambu A/S* on the same basis, that the court found its specification did not contain "a special definition," supports Microsoft for same reason. Resp. at 7. Qomplx also argues that, "unlike *Medtronic*, [Qomplx] did not remove the term 'midserver'" from the claim. Resp. at 7. But Qomplx did remove several limitations describing the recited midserver, indicating an intent for the midserver to not be so limited. Op. Br. at 6-9.

Qomplx's observation that *DDR Holdings, LLC v. Priceline.com LLC* involved an amendment to the specification rather than a claim misses the point: the court found that there can be an "evolution of the applicant's *intended meaning* of [a] claim term," regardless of the mechanism. 122 F.4th 911, 916 (Fed. Cir. 2024) (emphasis added); Resp. at 8-9; Op. Br. at 10.

Qomplx tries to distinguish *XY LLC v. Trans Ova Genetics, LLC* by ignoring its relevant

parts. Resp. at 9. Qomplx overlooks that the specification defined “elliptical-like” to include “close to a rectangle-shape,” yet the court rejected a construction of “elliptical-like” that included “close to rectangular-like” in light of a prosecution amendment. No. 1:13-cv-00876, 2014 WL 5032693, at *6-7 (D. Colo. Oct. 7, 2014); Op. Br. at 10-11. In short, the prosecution amendment trumped the specification definition.

Qomplx’s argument that “*Rheox* did not deal with a lexicographical definition” overlooks that the lack of lexicography resulted from a prosecution amendment preventing the specification’s disclosure from rising to that level. Resp. at 9; *Rheox, Inc. v. Entact, Inc.*, 276 F.3d 1319, 1327 (Fed. Cir. 2002); Op. Br. at 11. The same is true here.

4. Qomplx’s Remaining Arguments Fare No Better.

Qomplx’s citation to Microsoft’s IPR petition makes much ado about nothing. Resp. at 10. Qomplx omits the fact that Microsoft cited the specification’s column 8, not the definition in columns 12 to 13. Ex. 2 at 39. And the quoted language (“an interface between an external network and a cloud-based service”) echoes the plain meaning of the “midserver” of claim 1 that Microsoft provided in its opening brief. Op. Br. at 5. The cited passage is more notable for what it does not cite: the specification definition, which no longer applies.

Qomplx’s argument that the Court should adopt its construction to prevent claim 2 from being rendered invalid is contrary to law. Resp. at 10. The Federal Circuit “repeatedly and consistently has recognized that courts may not redraft claims, whether to make them operable or to sustain their validity.” *Rembrandt Data Techs., LP v. AOL, LLC*, 641 F.3d 1331, 1339 (Fed. Cir. 2011) (citation omitted). Claim 2’s lack of antecedent basis results from Qomplx’s deletion of claim 1’s recitation of containerized services. Rendering claim 2 definite therefore would require improperly rewriting claim 1 to undo Qomplx’s claim amendment. Qomplx’s citation to *Astra Akteibolag v. Andrx Pharms., Inc.* does not show otherwise because the construction

adopted there was fully supported, unlike Qomplx’s construction, which is improper for the reasons above and in Microsoft’s opening brief. 222 F. Supp. 2d 423, 458 (S.D.N.Y. 2002).

B. “virtual appliance software application” (’663 patent, claims 1 and 4)

Microsoft’s Proposed Construction	Qomplx’s Proposed Construction
Plain and ordinary meaning.	A ~~cloud-based~~ service delivered as a software stack that utilizes one or more virtual systems.

Qomplx’s does not dispute Microsoft’s plain meaning of this term: “a software application of a virtual appliance.” Resp. at 11-15; Op. Br. at 12. Regarding the subphrase “virtual appliance,” Qomplx changed its construction after receiving Microsoft’s brief, but its construction remains faulty. Resp. at 11 n.3. For example, Qomplx does not address that the patent and four prior art references all describe a virtual appliance as a “virtual machine image,” but its construction does not. Op. Br. at 17-18; Resp. at 11-12.

Qomplx admits that its construction comes from the OVF specification, which means it excludes other descriptions of virtual appliances and improperly limits its construction to the example virtual appliance of the specification. Resp. at 12; *Phillips*, 415 F.3d at 1323 (“[W]e have expressly rejected the contention that if a patent describes only a single embodiment, the claims of the patent must be construed as being limited to that embodiment.”). Qomplx’s argument that the OVF specification “is the only appropriate basis for the construction” only highlights that it is improperly limiting its construction to the specification example. Resp. at 12. Microsoft’s construction, by contrast, synthesizes the commonalities from multiple prior art descriptions to reflect the understanding of a person of skill in the art. Op. Br. at 12-14.

Qomplx tries to reframe the OVF specification’s warning about its definitions as a mere acknowledgment that “virtual appliance” has a “technical meaning.” Resp. at 12. But the OVF specification says that its definition in particular goes beyond “the normal English meaning,”

which confirms the definition is specialized rather than the normal meaning to those of skill in the art. Ex. K at 10.

Turning to Microsoft's construction of "virtual appliance," Qomplx's question of whether Kashyap's virtual appliance can include multiple applications is irrelevant because there is no dispute that a virtual appliance can include multiple applications. Resp. at 13. The parties also appear to agree that a virtual appliance includes at least one software application because Qomplx's construction refers to "a software stack."

Qomplx's argument that Kashyap is not referenced by the '663 patent also rings hollow because both Kashyap and the OVF specification from which Qomplx gets its construction are extrinsic evidence. Resp. at 13; *see* Ex. A at 3. Qomplx's similar arguments that the patent does not disclose Microsoft's construction have little weight because the patent likewise does not disclose Qomplx's construction. Resp. at 13-15. And Qomplx's argument that parts of Microsoft's construction are unsupported by the intrinsic evidence or the (extrinsic) OVF specification ignores that they *are* supported by extrinsic evidence. *Id.*; Op. Br. at 12-14.

Contrary to Qomplx's arguments, Microsoft's reference to a virtual appliance including "one or more ... software applications" makes sense because the larger claim limitation recites a "software application" of the "virtual appliance." Resp. at 14. Qomplx criticizes Microsoft's reference to a "pre-installed operating system" because the specification example is pre-installed with only "minimal software." *Id.* But claim terms are not limited to the specification examples. *Phillips*, 415 F.3d at 1323 ("[W]e have repeatedly warned against confining the claims to [specification] embodiments."). And the prior art describes virtual machines as including an operating system. Ex. F at ¶ 3 (a "pre-configured operating system," which must be installed before it can be configured); Ex. H at 3-4 (the virtual appliance's "operating system"). Qomplx's

criticism of “pre-installed software applications” ignores the specification’s similar description of “a virtual image pre-installed with ... software,” as well as the extrinsic evidence. Ex. A at 16:19-21; Resp. at 14 (quoting same); Op. Br. at 13-14. Qomplx alleges a conflict between Kashyap’s “pre-configured operating system” and column 16, but has not identified any operating system in that column or resulting conflict. Resp. at 14; Ex. A at 16:21-60.

Qomplx’s overly simplistic argument that the specification and claim 1 do not refer to “loading” applications overlooks the art’s references to applications running in virtual machines, which requires loading them into memory. Resp. at 14-15; Op. Br. at 13-14. And Qomplx’s reference to two separate “virtual machine[s]” misreads Microsoft’s construction, which instead refers to a “virtual machine *image*” and “a virtual machine.” Resp. at 15; Op. Br. at 13.

C. “distributed computational graph” (’424 patent, claims 1, 4, and 6)

Microsoft’s Proposed Construction	Qomplx’s Proposed Construction
A directed graph with each transformation comprising a node and the output messages between transformations comprising edges.	Plain and ordinary meaning.

Qomplx argues that this term does not require construction because the claims recite that it “describes a [certain] flow of output data” Resp. at 16. But many things (*e.g.*, text) could provide such a description without being a distributed computational graph. And Qomplx’s reliance on the specification’s description of nodes and edges to define “graph” confirms that even its meaning differs from its common usage (*e.g.*, a bar graph or a line graph).

Qomplx later argues that its *response* to a Patent Office rejection does “not require the Court to construe the term.” Resp. at 18. But the Court should construe this term in light of the *rejection*, in which the Patent Office, whose examiners are presumed to be skilled in the art, rejected the simpler term “computational graph” as “unclear.” Op. Br. at 19. Qomplx’s argument the ’424 patent examiner did not assert indefiniteness overlooks the fact that he had the

benefit of Qomplx's response to the previous rejection. Ex. N (response dated January 2020); Ex. B ('424 patent filed July 2024).

Turning to Microsoft's construction, Qomplx's argument that there is no lexicography is a strawman because Microsoft does not contend otherwise. Resp. at 17-18. Microsoft still relies on the specification for its construction because, as Qomplx concedes, it is "the single best guide to the meaning of a disputed term." *Id.* at 5 (quoting *Phillips*, 415 F.3d at 1315).

Qomplx notes that the specification sentence at 9:31-35 describing a "distributed computational graph system" refers to a "system," but in the next breath admits that the sentence is "used to explain the meaning of ... 'graph,'" confirming the sentence's relevance to the meaning of "distributed computational graph." Resp. at 17. Qomplx also tries to rewrite that sentence as "merely an example," but it has no such language. *Id.* Qomplx then argues that the subsequent discussion at 9:35-46 is not "definitional," but Microsoft does not contend otherwise. *Id.* at 18. And Microsoft's construction fully accounts for that discussion because it encompasses "non-linear" graphs and graphs of "many shapes and size," for example. Ex. B at 9:35-46.

Qomplx argues that its explanation of a "directed computational graph" from the '752 application prosecution history is irrelevant because that application has a different specification. Resp. at 18. But the '752 application is relevant intrinsic evidence because it is related to the '424 patent and has common subject matter. Ex. B at 1-3 ("Related U.S. Application Data" listing it); *E.I. du Pont De Nemours & Co. v. Unifrax I LLC*, 921 F.3d 1060, 1069-1071 (Fed. Cir. 2019) (broadly recognizing related applications with "common subject matter" as relevant intrinsic evidence, even where they have a continuation-in-part relationship); *Omega Eng'g, Inc. v. Raytek Corp.*, 334 F.3d 1314, 1333 (Fed. Cir. 2003) (continuation-in-part applications "related" where they "aris[e] from the same parent"); Op. Br. at 21 (citing overlapping

computational graph figures). Qomplx's later argument that the '752 application's disclosure is not identical to the '424 patent's disclosure is irrelevant for the same reasons. Resp. at 19.

Qomplx's citation to *Biogen, Inc. v. Berlex Labs., Inc.* does not show otherwise because that court found that the patentee's statements from a related application "weigh[ed] heavily" in its claim construction decision. *Id.* at 18; 318 F.3d 1132, 1139 (Fed. Cir. 2003).

Qomplx's argument that the specification describes Figures 7-9 and 13-15 as "transformation pipeline[s]" overlooks the fact that the claimed "distributed computational graph" describes "a first transformation pipeline" and "a second transformation pipeline." Resp. at 19; Ex. B at 23:48-51. And Qomplx does not identify any inconsistency between those figures and Microsoft's construction. Resp. at 18-19.

Qomplx's attempt to distinguish the '929 application based on ancestry also fails. That application is related to the '424 patent because both are children of U.S. Patent No. 10,735,456, among others. Ex. S at 1-2; Ex. B at 1-3; *Omega Eng'g*, 334 F.3d at 1333. And Qomplx's apples-to-oranges comparison of the '929 application's *filing* date to the '424 patent's *priority* date is irrelevant. Resp. at 19-20. Qomplx's swapping of "directed computational graph" with "distributed computational graph" in that application therefore shows the relevance of its "directed computational graph" definition provided to the Patent Office.

Qomplx's claims of confusion are overblown. Resp. at 20. The answer to Qomplx's question, "what transformations?" is simply the transformations represented by the graph. *Id.* Claim 1 requires such transformations when it recites that the graph describes "transformation pipelines." Ex. B at 23:48-51. And the answer to Qomplx's question, "what output messages?" is simply the output messages represented by the graph. Resp. at 20. Claim 1 recites "output messages" six times. Ex. B at 23:56-24:7. Moreover, any concerns about confusion (which

there should be none) can easily be addressed with alternate language that remains faithful to the specification, such as “and output messages” rather than “and the output messages.”

D. “transformation pipeline” (’424 patent, claims 1-6 and 9-12)

Microsoft’s Proposed Construction	Qomplx’s Proposed Construction
A progression of functions which each perform a transformation on a data stream.	Plain and ordinary meaning.

Qomplx’s argument that “transformation pipeline” does not need to be construed because the specification “is replete with examples of transformation pipelines” does not make sense because the role of specification examples is to assist with claim construction, not extinguish it. Resp. at 21; *Phillips*, 415 F.3d at 1313. And the jury will compare the accused products and the prior art to the claims, not the specification. Qomplx’s implication that the jury should derive the meaning of “transformation pipeline” from the specification examples also is contrary to law because such determination “is exclusively within the province of the court.” *Markman v. Westview Instruments, Inc.*, 517 U.S. 370, 372, 387 (1996). Notably, Qomplx has not provided a proposed plain and ordinary meaning for “transformation pipeline,” let alone one derived from the specification examples. Resp. at 20-25.

Qomplx’s attempt to distance itself from the special meaning it provided for “pipeline” during prosecution of the related ’598 patent application also is contrary to law. Resp. at 21-22. “[W]e presume, unless otherwise compelled, that the same claim term in the same patent or related patents carries the same construed meaning.” *Omega Eng’g*, 334 F.3d at 1334; *see also Epcon Gas Sys., Inc. v. Bauer Compressors, Inc.*, 279 F.3d 1022, 1031 (Fed. Cir. 2002) (“[T]he same term or phrase should be interpreted consistently where it appears in claims of common ancestry.”). Qomplx’s notes that the ’598 patent application “is not ... asserted” and “does not share [an identical] specification” are irrelevant because it is related to the ’424 patent via the

'424 patent's chain of priority and a common ancestry. Resp. at 21; Ex. B at 2-3 ("Related U.S. Application Data"). Qomplx's related argument that the '598 application "is a continuation-in-part" fails for the same reason and because of its substantial overlap with the '424 patent.

Omega Eng'g, 334 F.3d at 1333 (continuation-in-part applications "related" where they "aris[e] from the same parent"); *compare* Ex. T ('598 application, now U.S. Patent No. 11,507,858) at Figs. 1-16, *with* Ex. B at Figs. 1-16. Qomplx's apples-to-oranges comparison of the '598 application's *filing* date to the '424 patent's *priority* date is irrelevant. Resp. at 21. And Qomplx's 2021 statements about "pipeline" predate the '424 patent's 2024 filing date. Ex. Q at 10 (Dec. 2021). Those statements therefore confirm that "pipeline" and, in turn, "transformation pipeline" have a special meaning. *See* Op. Br. at 22-23. Qomplx's related arguments that "Gowda is irrelevant" and does not use the term "pipeline" are misdirection because Microsoft does not construe this term using Gowda's disclosure. Resp. at 21-22; Op. Br. at 22-25.

With regard to how "transformation pipeline" should be construed in light of the '424 patent specification, Qomplx argues only that the specification does not provide lexicography. Resp. at 21. But the specification still is "the single best guide to the meaning of a disputed term," as Qomplx concedes. *Phillips*, 415 F.3d at 1315; Resp. at 5 (quoting same). And the '424 patent specification squarely supports Microsoft's construction. *See* Op. Br. at 23-25.

E. "transformation" ('424 patent, claims 1-6 and 9-12)

Microsoft's Proposed Construction	Qomplx's Proposed Construction
A function performed on zero or more streams of input data which results in a single stream of output.	Plain and ordinary meaning.

Qomplx argues that construing "transformation" would be an exercise in redundancy because the parties are briefing "transformation pipeline." Resp. at 22. But neither party's construction of "transformation pipeline" construes "transformation," let alone adopts the

lexicography of “transformation.” *See supra* § II.D. Thus, there is no redundancy. Qomplx’s related argument that Microsoft’s constructions of the previous two limitations use the word “transformation” also is illogical. Resp. at 23. The fact that the previous constructions use the word “transformation” rather than define it supports construing the term (and adopting the specification’s lexicography), not avoiding doing so.

Qomplx’s argument that Microsoft has not offered “the plain and ordinary meaning of transformation” is puzzling because Microsoft’s construction adopts the specification’s lexicography of that term, not its plain and ordinary meaning. *See* Op. Br. at 26. If Qomplx means to imply that Microsoft has not established how the lexicography differs from this term’s plain meaning, that is incorrect because Microsoft expressly did so. *Id.* at 25-26.

Qomplx admits that “transformation” “is defined in the specification,” but tries to dismiss that definition as being “formulated for a POSA” (a person of skill in the art). Resp. at 22, 24. But a claim term should be given the meaning “it would have to a person of ordinary skill in the art.” *Phillips*, 415 F.3d at 1313 (quotation omitted). The lexicography being “formulated for a POSA” further supports its adoption.

Qomplx’s argument that the lexicography is “a mathematical definition” fails because the definition does not refer to mathematics beyond the number “zero” and the concept of “more,” which are readily understandable to a jury. Resp. at 23; Ex. B at 9:51-54. Qomplx’s reference to a “mathematical discussion” in column 21, twelve columns after the definition, is irrelevant because that discussion is not part of the lexicography or Microsoft’s construction. Resp. at 24. Qomplx’s argument that a jury would not understand the word “function” without the parties “expend[ing] significant resources” is overstated. *Id.* at 24-25. The construction’s context shows that the “function” is simply an operation that is performed, such as on the input data.

Qomplx’s arguments about supposed jury confusion likewise are overstated. Resp. at 23-24. The Court should view such assertion with skepticism because Microsoft’s construction is taken directly from the patent specification that Qomplx wrote. *See* Op. Br. at 18-27. When submitting the specification to the Patent Office, Qomplx surely believed it abided by the requirements of 35 U.S.C. § 112 requiring “clear, concise, and exact terms.”

Qomplx’s first such argument is based on nesting part of the “transformation” construction in part of the “transformation pipeline” construction. Resp. at 23-24. But the Court would not present the jury with such a nested construction, which therefore is a false premise. Nonetheless, the nested result makes sense because, in “a progression of functions,” “each perform[s] a function.” *Id.* Qomplx’s citation to *Hyperphrase Techs., LLC v. Microsoft Corp.* involves materially different claim language with a “tautological construction” that is not instructive. *Id.*; No. 3:02-cv-00647, 2003 WL 23142251, at *5 (W.D. Wis. Jun. 18, 2003). Qomplx also flags “a data stream” in a transformation pipeline and “zero or more streams of input data” in a transformation. Resp. at 24. But this language simply means that some transformations may not operate on a data stream, but the transformations in a transformation pipeline do. This is understandable to a jury, and is how Qomplx chose to draft its specification. Qomplx then flags “output messages” and “a single stream of output.” *Id.* But these concepts also are harmonious: if a transformation’s single stream of output constitutes messages to another transformation, the messages can be an edge in a distributed computational graph.

Qomplx’s suggestion that the Court ignore the lexicography and allow the parties to “provide examples of transformations” from the specification “to the jury” “to explain the concept of a ‘transformation’” is not viable. First, it ignores the lexicography, which governs this construction. Op. Br. at 26. In doing so, it improperly broadens the scope of this term

beyond the lexicography. For example, the lexicographic definition requires “a single stream of output,” but Qomplx’s proposal seeks to make the output stream merely exemplary. *Id.* Worse, Qomplx’s proposal boils down to using the specification to argue the construction of “transformation” to the jury, which is improper. *Markman*, 517 U.S. at 372 (claim construction “is exclusively within the province of the court”); *see also CAO Lighting, Inc. v. Gen. Elec. Co.*, No. 1:20-cv-00681, 2023 WL 1930354, at *6 (D. Del. Jan. 30, 2023) (“Expert testimony about ... meaning of claim terms supported by reference to specification ... would constitute impermissible claim construction.”); *EMC Corp. v. Pure Storage, Inc.*, No. 1:13-cv-01985, 2016 WL 775742, at *4 (D. Del. Feb. 25, 2016) (“[E]xperts are precluded from testifying that specification ... embodiments support ... the plain and ordinary meaning of claim terms.”).

F. “retrieving ... historical information ... and determining, based at least on the historical information” (’934 patent, claims 1, 11, 18, and 26; ’426 patent, claims 1, 9, 19, and 29)

Microsoft’s Proposed Construction	Qomplx’s Proposed Construction
Plain and ordinary meaning.	The “determining” step takes place after the “retrieving” step. Both steps take place after receipt of “a request to authenticate a client.”

Qomplx argues that its ordering of steps follows “the plain language” of the claims and “common sense.” Resp. at 26. But if that were true, no construction would be needed.

Qomplx emphasizes the limitations’ antecedent basis relationship, but such a relationship does not require an ordering. Resp. at 26-27. For example, in *Microsoft Corp. v. Uniloc 2017 LLC*, limitations reciting “determining at least one device component ...” and “comparing *the* determined component ...” had an antecedent basis relationship, but the court refused to assign an order to them. No. 2021-2039, 2022 WL 11531235, at *1, 3 (Fed. Cir. Oct. 20, 2022) (emphasis added). Likewise, in *Interactive Gift Express, Inc. v. CompuServe Inc.*, limitations reciting “... a catalog code” and “... *the* catalog code” had an antecedent basis relationship, but the court again

refused to assign an order to them. 256 F.3d 1323, 1343 (Fed. Cir. 2001) (emphasis added). In *Polaris PowerLED Techs.*, this Court similarly refused to impose an order on limitations that recited “a combined signal” and “*the* combined signal.” 2025 WL 2182327, at *4 (emphasis added); *see also DataTreasury Corp. v. Wells Fargo & Co.*, No. 2:05-cv-00291, 2009 WL 1393068, at *60 (E.D. Tex. May 11, 2009) (“antecedent basis is not a matter of logic or grammar that compels the steps to be performed in order”).

The “retrieving” and “determining” steps also do not require an order as a matter of logic, even though both refer to the “historical information.” Op. Br. at 27-28. By analogy, consider limitations that recite “retrieving a phone number” and “calling, based on the phone number.” One can place a call to the phone number and, later, retrieve the phone number to make a second call. Such limitations therefore do not require an ordering despite the antecedent basis and use of “based on.” Nor do the “retrieving” and “determining” steps, for the same reason: the “historical information” can be retrieved more than once, including after it is used for “determining.” Qomplx’s arguments tied to “based on” therefore do not require an ordering either. Resp. at 27.

The second ordering requirement of Qomplx’s construction, which imposes an order with respect to “a request to authenticate a client,” also is not required by the claim language. Op. Br. at 29. Qomplx cites only antecedent basis in support of that ordering, which is insufficient, as established above. Resp. at 27.

Qomplx’s argument about a hypothetical, supposedly impractical multi-factor authentication system is not based on the limitations at issue and, even if it were, still would not justify imposing an order. Resp. at 28-29; *see Interactive Gift*, 256 F.3d at 1343 (not imposing an ordering even though it may result in the claim encompassing “impractical” embodiments).

III. CONCLUSION

Microsoft respectfully requests that the Court adopt its proposed constructions.

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Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on April 27, 2026 all counsel of record who are deemed to have consented to electronic service are being served with a copy of the foregoing document via the Court's CM/ECF system in accordance with Local Rule CV-5.

/s/ John M. Guaragna

John M. Guaragna