

# EXHIBIT 14

1 Juniper also objects to this Interrogatory on the grounds that it is overbroad, unduly  
2 burdensome, oppressive, vague and ambiguous, not proportional to the needs of the case, and  
3 seeks irrelevant information.

4 Subject to these specific objections and the general objections incorporated herein, Juniper  
5 responds as follows:

6 Based on Juniper's investigation to date, Juniper first became aware of the existence of the  
7 Asserted Patents at or after the time the Complaint in this matter was filed. *See* Dkt. Nos. 1  
8 (Complaint) and 14 (Proof of Service of Summons).

9 Juniper contends that it does not infringe any of the Asserted Patents and further contends that  
10 the Asserted Patents are invalid and unenforceable, as set forth in Juniper's Answer and  
11 Counterclaims. *See* Dkt. No. 42.

12 **FIRST SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 1:**

13 Juniper incorporates herein by reference all General Objections set forth above.

14 Juniper also specifically objects to this Interrogatory because Finjan's Interrogatories were  
15 improperly served as set forth in the General Objections above. Juniper provides this specific  
16 objection and response in an abundance of caution and in order to facilitate discovery, although  
17 this Interrogatory is moot and no response is required.

18 Juniper also specifically objects to this Interrogatory to the extent that it seeks information  
19 or documents that are subject to the attorney-client privilege, that evidence or constitute attorney  
20 work product, or that otherwise are not discoverable or are the subject of any other applicable  
21 privilege or immunity, whether based upon statute or recognized at common law, specifically  
22 including documents protected by the common interest privilege and/or joint defense agreements.

23 Juniper further specifically objects to the definition of "You" as overbroad, unduly  
24 burdensome, oppressive, indefinite, vague and ambiguous. Juniper also objects to this definition  
25 to the extent that it purports to impose discovery obligations on persons or entities other than the  
26 parties to this action. Juniper will construe the term "You" to mean "Juniper Networks, Inc."

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1 Juniper also objects to this Interrogatory on the grounds that it is overbroad, unduly  
2 burdensome, oppressive, vague and ambiguous, not proportional to the needs of the case, and  
3 seeks irrelevant information.

4 Subject to these specific objections and the general objections incorporated herein, Juniper  
5 further responds as follows:

6 Juniper and Finjan engaged in correspondence and discussions throughout 2014 and  
7 2015. During the course of those discussions, Juniper became aware that Finjan claimed to be the  
8 owner of a patent portfolio, which included at least some of the Asserted Patents. The only patent  
9 that Finjan provided specific infringement allegations for was U.S. Patent No. 6,965,968, which  
10 has not been asserted in this case. In response to Finjan's allegations of infringement as to the  
11 '968 patent, Juniper provided Finjan with numerous pieces of prior art that Juniper believed  
12 invalidated the patent.

13 **INTERROGATORY NO. 2:**

14 For each of the Accused Instrumentalities, identify all releases or versions that are or have  
15 been made, used, offered for sale, sold in the United States, or imported into the United States by You  
16 or on Your behalf from the year 2012 to the present.

17 **RESPONSE TO INTERROGATORY NO. 2:**

18 Juniper incorporates herein by reference all General Objections set forth above.

19 Juniper also specifically objects to this Interrogatory because Finjan's Interrogatories were  
20 improperly served as set forth in the General Objections above. Juniper provides this specific  
21 objection and response in an abundance of caution and in order to facilitate discovery, although  
22 this Interrogatory is moot and no response is required.

23 Juniper further specifically objects to the definition of "You" as overbroad, unduly  
24 burdensome, oppressive, indefinite, vague and ambiguous. Juniper also objects to this definition  
25 to the extent that it purports to impose discovery obligations on persons or entities other than the  
26 parties to this action. Juniper will construe the term "You" to mean "Juniper Networks, Inc."

27 Juniper also specifically objects to the definition of "Accused Instrumentalities" as  
28 including Advanced Threat Protection Appliance and Contrail. Advanced Threat Protection