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*Attorneys for Plaintiff*  
FINJAN, INC.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

FINJAN, INC., a Delaware Corporation,

Plaintiff,

v.

JUNIPER NETWORKS, INC., a Delaware  
Corporation,

Defendant.

Case No.: 3:17-cv-05659-WHA

**DECLARATION OF AUSTIN MANES IN  
SUPPORT OF FINJAN, INC.'S LETTER  
BRIEF FILED IN OPPOSITION TO  
JUNIPER NETWORKS, INC.'S MOTION  
TO AMEND THE PROTECTIVE ORDER  
(Dkt. 199)**

1 I, Austin Manes, declare and state as follows:

2 1. I am an attorney with the law firm Kramer Levin Naftalis & Frankel LLP, counsel for  
3 Plaintiff Finjan, Inc. ("Finjan"). I have personal knowledge of the facts stated herein and can testify  
4 competently to those facts. I make this declaration in support of Finjan's letter brief filed in Opposition  
5 to Defendant Juniper Networks, Inc.'s ("Juniper") Motion to Amend the Protective Order (Dkt. No. 199)  
6 ("Juniper's Motion").

7 2. Finjan actively protects information regarding its licensing practices and licensing  
8 negotiations as confidential and believes that disclosure of this information will harm its business.

9 3. Exhibit 1 attached to Juniper's Motion contains confidential information regarding  
10 Finjan's licensing practices and licensing negotiations, including at page 5 lines 16-19 and 26-27, and at  
11 page 6 lines 1-6. Exhibit 1 also contains a quote from many of Finjan's confidential licenses at page 5  
12 lines 17-19 and describes the terms of a license at page 6 lines 3-6.

13 4. Most, if not all, of the licenses described and cited in Exhibit 1 contain confidentiality  
14 provisions that prohibit Finjan from disclosing the terms of the license or the underlying negotiations  
15 except in certain circumstances required by law and under appropriate confidentiality designations.

16 5. Attached hereto as Exhibit A is a true and correct copy of the order issued in *Jazz*  
17 *Pharmaceuticals, Inc. v. Amneal Pharmaceuticals, LLC*, No. 13-cv-00391-ES-JAD (N.J.D.) on January  
18 22, 2016, ECF No. 211.

19  
20 I declare under penalty of perjury under the laws of the United States that the foregoing is true and  
21 correct. Executed on October 8, 2018, in Menlo Park, California.

22 /s/ Austin Manes  
23 Austin Manes  
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