

Exhibit 1

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1 Pursuant to Fed. R. Civ. P. 26 and 33, Plaintiff Finjan, Inc. (“Finjan”) provides these
2 supplemental responses to Defendant, Juniper Networks, Inc.’s (“Juniper” or “Defendant”) First Set of
3 Interrogatories (“Interrogatories”) Nos. 3, 4, 6 and 7. Finjan makes these objections and responses
4 herein (collectively “Responses”) based solely on its current knowledge, understanding, and belief as
5 to the facts and information reasonably available to it as of the date of the Responses.

6 Additional discovery and investigation may lead to additions to, changes in, or modifications of
7 these Responses. The Responses, therefore, are given without prejudice to Finjan’s right to further
8 supplement these Responses pursuant to Fed. R. Civ. P. 26(e), or to provide subsequently discovered
9 information and to introduce such subsequently discovered information at the time of any trial or
10 proceeding in this action.

11 Finjan hereby incorporates by reference each and every general objection and objection to
12 definition and instruction set forth in Finjan’s original objections and responses to Juniper’s First Set
13 of Interrogatories into each and every specific Response as if fully set forth herein.

INTERROGATORY RESPONSES

INTERROGATORY NO. 3:

16 For each of the Patents-in-Suit, describe in detail (including identification of all relevant facts,
17 documents, evidence, and persons with knowledge) all efforts made by Finjan or any other party to
18 comply with the provisions of 35 U.S.C. § 287, including whether each of the Finjan Products and
19 Licensee Products was marked, the manner and extent to which it was marked, and any efforts by
20 Finjan to ensure compliance by licensees with any marking obligations related to the Licensee
21 Products.

RESPONSE TO INTERROGATORY NO. 3:

23 Finjan objects to this Interrogatory as overbroad, unduly burdensome, and oppressive to the
24 extent it seeks information not relevant to any claim or defense of any party and/or not reasonably
25 calculated to lead to the discovery of admissible evidence. Finjan objects to this Interrogatory to the
26 extent that it seeks confidential, business, financial, proprietary or sensitive information or trade secrets
27 of third parties, which is subject to pre-existing protective order(s) and/or confidentiality agreements;

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1 Finjan’s investigation of this matter is ongoing and it will comply with Fed. R. Civ. P. 26(e) should
2 additional information become known to it.

FIRST SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 3:

4 Finjan incorporates its objections set out in its original response to this Interrogatory as if fully
5 set forth herein. Finjan further objects to this Interrogatory as overbroad, unduly burdensome, and
6 oppressive to the extent it seeks irrelevant information and not proportional to the needs of this case.
7 Finjan further objects to this Interrogatory to the extent it makes an inaccurate or erroneous legal
8 conclusion that one or more Finjan’s licensees’ products are subject to the marking requirements of 35
9 U.S.C. § 287. Finjan objects to this Interrogatory as vague and ambiguous as to “any other party.”

10 Subject to and without waiving the foregoing general and specific objections, Finjan responds
11 as follows:

12 In or around 2009, Finjan’s product line merged with M86 Security. Trustwave then acquired
13 M86 in March, 2012. Both M86 Security and Trustwave continued to mark later versions of the Vital
14 Security appliance with the ‘844 and ‘780 Patents. For example, Trustwave offered and continues to
15 offer on its website www.trustwave.com various supporting documentation for its Secure Web
16 Gateway products which embodied Finjan’s Vital Security appliances. Under “Legacy Products,”
17 listed on <https://www3.trustwave.com/support/downloads-and-documentation.asp>, Trustwave has been
18 making it available to the public various documents bearing Finjan’s trademarks and patents including
19 the ‘844 and ‘780 Patents:

20 https://www3.trustwave.com/software/secure_web_gateway/manuals/vsr/VSRQuickInstallGuide.pdf
21 (Finjan’s VSR Quick Install Guide, FINJAN-JN 203405-19);

22 [https://www3.trustwave.com/software/secure_web_gateway/manuals/9.2.0/Setup_and_Configuration](https://www3.trustwave.com/software/secure_web_gateway/manuals/9.2.0/Setup_and_Configuration_Guide.pdf)
23 [Guide.pdf](https://www3.trustwave.com/software/secure_web_gateway/manuals/9.2.0/Setup_and_Configuration_Guide.pdf) (Finjan’s Setup and Configuration Guide, FINJAN-JN 303302-98), Meanwhile, Finjan
24 continued to mark all Vital Security appliances on its website where it provided updates and release
25 notes to Vital Security appliances. Both M86 and Trustwave provided these updates and release notes
26 offered by Finjan and marking Finjan’s patents including the ‘844 and ‘780 Patents on their websites:

27 http://www.m86security.com/software/secure_web_gateway/NGUpdates/SecurityUpdates/vs_ng_secu

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1 [rity_update_84_release_notes.htm](#) (FINJAN-JN 303299-301);
 2 https://www3.trustwave.com/software/secure_web_gateway/NGUpdates/VSRUpdates/vsr_2_0_release
 3 [notes.htm](#) (FINJAN-JN 303403-4). Exemplary documents related to marking with the ‘844 and ‘780
 4 Patents can be found at FINJAN-JN 009928-9997, FINJAN-JN 015593-878, and FINJAN-JN 020469-
 5 474, FINJAN-JN 023240-819, FINJAN-JN 024325-351.

6 Finjan marked the FinjanMobile VitalSecurity Browser (later renamed FinjanMobile
 7 VitalSecurity VPN Browser) (“VitalSecurity Browser”) with the ‘154 Patent starting around April
 8 2016 and continues to mark until today (See <https://www.finjanmobile.com/>). Finjan marked the
 9 VitalSecurity Browser with the ‘494 Patent starting on or around November 2016. Finjan marked its
 10 software for its product on its website (i.e., virtual patent markings), listing the patents that its software
 11 product practiced. Example documents related to this marking with the ‘154 and ‘494 Patents can be
 12 found at FINJAN-JN 045244-91.

13 Finjan is not aware of any products offered by Finjan’s licensees that require marking of
 14 Finjan’s patents. All of licensees that have entered into license and release agreements denied
 15 admission of liability when entering such agreements or did not agree that any of their products
 16 infringe the Patents-in-Suit. Further, these license and release agreements set forth typically in the
 17 preamble that the purpose of the agreements were “[t]o avoid the time and expense of litigation, and
 18 without any admission of liability of fault, Finjan and [Licensee(s)] wish to resolve and settle all
 19 current and potential future claims between them, known and unknown.” FINJAN-JN 046087-134 at
 20 ¶¶ B, 8.9; FINJAN-JN 046159-76 at ¶¶ C, 2.3; FINJAN-JN 039749-68 at ¶¶ E, 2.3; FINJAN-JN
 21 039841-63 at ¶¶ 2.6; FINJAN-JN 039897-911 at ¶¶ C, 2.3; FINJAN-JN 039877-90 at ¶¶ C, 2.3;
 22 FINJAN-JN 046135-58 at ¶¶ C, 2.3; FINJAN-JN 046196-215 at ¶¶ C, 2.3; FINJAN-JN 039949-78 at
 23 ¶¶ C, 2.3; FINJAN-JN 039826-40 at ¶¶ C, 2.3; FINJAN-JN 039897-911 , 039891-96 at ¶¶ B, 2.3;
 24 FINJAN-JN 039769-83 at ¶¶ B, 2.4; FINJAN-JN 039864-76 at ¶¶ B, 2.3; FINJAN-JN 040018-48 at ¶¶
 25 2.3; FINJAN-JN 046216-35 at ¶ 3; FINJAN-JN 270257-87 at ¶¶ B, 2.4; FINJAN-JN 180249-54 at ¶ 6.

26 During discussions for a license, Finjan’s licensees did not agree that any specific product
 27 infringed any specific patent. Finjan’s understanding is that the licensees would not enter into a
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1 license if they were obligated to mark products and Finjan did not have the details to confirm any
2 specific products practiced any of the Patents-in-Suit.

3 Similarly, Finjan and Microsoft entered into Confidential Patent License Agreement on June
4 24, 2005. This agreement did not identify any specific products and did not indicate that Microsoft
5 had, or intended to, incorporate any Finjan technology into its products, and was under no obligation to
6 do so. See, for example, Microsoft Agreement, Paragraph 2.4.

7 Additional information responsive to this Interrogatory can be ascertained from Finjan’s
8 document production in this matter, including but not limited to the following bates-numbered
9 documents: FINJAN-JN 193865-FINJAN-JN 193987; FINJAN-JN 195089-FINJAN-JN 195183;
10 FINJAN-JN 195370-FINJAN-JN 195548; FINJAN-JN 196651-FINJAN-JN 196790; FINJAN-JN
11 196791-FINJAN-JN 196845; FINJAN-JN 196875-FINJAN-JN 196918; FINJAN-JN 197094-FINJAN-
12 JN 197194; FINJAN-JN 197712-FINJAN-JN 197780; FINJAN-JN 198116-FINJAN-JN 198173;
13 FINJAN-JN 302656-FINJAN-JN 302772.

14 Furthermore, Finjan also identifies John Garland as having knowledge related to this
15 Interrogatory.

16 Finjan’s investigation of this matter is ongoing and it will comply with Fed. R. Civ. P. 26(e)
17 should additional information become known to it.

18 **INTERROGATORY NO. 4:**

19 For each Finjan Product or Licensee Product that was not marked, describe in detail (including
20 identification of all relevant facts, documents, evidence, and persons with knowledge) whether any
21 current or prior owner of the Patents-in-Suit or the inventors of the Patents-in-Suit ever contended that
22 such product practiced the claims of each Patent-in-Suit, and whether Finjan currently contends that
23 such product need not be marked on the grounds that it does not practice any claim of the Patents-in-
24 Suit.

25 **RESPONSE TO INTERROGATORY NO. 4:**

26 Finjan objects to this Interrogatory as overbroad, unduly burdensome, and oppressive to the
27 extent it seeks information not relevant to any claim or defense of any party and/or not reasonably
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