

Exhibit 1

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

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

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

INTERROGATORY RESPONSES**INTERROGATORY NO. 3:**

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

RESPONSE TO INTERROGATORY NO. 3:

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

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

FIRST SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 3:

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

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

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

https://www3.trustwave.com/software/secure_web_gateway/manuals/vsr/VSRQuickInstallGuide.pdf

(Finjan’s VSR Quick Install Guide, FINJAN-JN 203405-19);

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

continued to mark all Vital Security appliances on its website where it provided updates and release notes to Vital Security appliances. Both M86 and Trustwave provided these updates and release notes offered by Finjan and marking Finjan’s patents including the ‘844 and ‘780 Patents on their websites:

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.

INTERROGATORY NO. 4:

18 For each Finjan Product or Licensee Product that was not marked, describe in detail (including
19 identification of all relevant facts, documents, evidence, and persons with knowledge) whether any
20 current or prior owner of the Patents-in-Suit or the inventors of the Patents-in-Suit ever contended that
21 such product practiced the claims of each Patent-in-Suit, and whether Finjan currently contends that
22 such product need not be marked on the grounds that it does not practice any claim of the Patents-in-
23 Suit.
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RESPONSE TO INTERROGATORY NO. 4:

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