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9 *Attorneys for Plaintiff*  
10 FINJAN, INC.

11  
12 **IN THE UNITED STATES DISTRICT COURT**  
13 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
14

15 FINJAN, INC.,  
16 Plaintiff,  
17 v.  
18 JUNIPER NETWORKS, INC.,  
19 Defendant.  
20  
21

Case No.: 17-cv-05659-WHA

**FINJAN'S PROPOSED REDACTIONS –**  
**EXHIBIT 2 TO JUNIPER NETWORKS,**  
**INC.'S MOTION TO EXCLUDE THE**  
**TESTIMONY OF MR. KEVIN- M. ARST –**  
**REDACTED**

# EXHIBIT 2

(FILED UNDER SEAL)

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1 Is that correct?  
2 A. Yes.  
3 ATTORNEY KAGAN:  
4 Yeah. I've marked Exhibit 1096 as an  
5 article about Finjan's best practices.  
6 ---  
7 (Whereupon, Deposition Exhibit 1096,  
8 Finjan Best Practices Article, was marked  
9 For identification.)  
10 ---  
11 BY ATTORNEY KAGAN:  
12 Q. But I think we covered everything in a previous  
13 discussion.  
14 A. Okay.  
15 Q. You're free to look at it. But I'm not going to  
16 ask you any questions right now about it.  
17 A. No.  
18 Q. Do you recall any occasions where Finjan granted  
19 license to only one patent?  
20 ATTORNEY KASTENS:  
21 Objection, form.  
22 THE WITNESS:  
23 No.  
24 BY ATTORNEY KAGAN:  
25 Q. Have any of the companies that have licenses to

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1 Finjan's patent approached Finjan first about obtaining  
2 a license? Or is every party been approached first by  
3 Finjan?  
4 ATTORNEY KASTENS:  
5 Objection, form.  
6 THE WITNESS:  
7 My understanding was Microsoft reached out  
8 to Finjan.  
9 BY ATTORNEY KAGAN:  
10 Q. That was before you were at Finjan.  
11 Right?  
12 A. Correct.  
13 Q. Aside from Microsoft, do you believe any party  
14 reached out to Finjan for a license?  
15 A. Not that I recall.  
16 Q. A number of licenses at Finjan has entered into  
17 included a lump sum payment.  
18 Is that correct?  
19 ATTORNEY KASTENS:  
20 Objection, form.  
21 THE WITNESS:  
22 What was it? What was the question?  
23 BY ATTORNEY KAGAN:  
24 Q. A number of the licenses. Let me strike it.  
25 A number of licenses that Finjan has entered into

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1 included a lump sum payment.  
2 Is that correct?  
3 ATTORNEY KASTENS:  
4 Objection, form.  
5 THE WITNESS:  
6 [REDACTED]  
7 BY ATTORNEY KAGAN:  
8 Q. But some include just an upfront payment.  
9 Is that correct?  
10 A. Yeah. Not all, yeah.  
11 Q. And so you mentioned that Finjan has a proposed  
12 royalty rate of 8 percent for software and 16 percent  
13 for hardware?  
14 A. Vice versa.  
15 Q. Sorry. Thank you. Let me start over.  
16 So Finjan has an opening rate of 8 percent for  
17 hardware, 16 percent for software.  
18 Is that correct?  
19 A. Right.  
20 ATTORNEY KASTENS:  
21 Objection to form.  
22 THE WITNESS:  
23 Correct.  
24 BY ATTORNEY KAGAN:  
25 Q. How do those --- strike that.

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1 For royalty rates scenario --- strike that.  
2 What's the relationship between the lump sum  
3 payments and the percentage royalties that Finjan is  
4 seeking?  
5 ATTORNEY KASTENS:  
6 Objection, form.  
7 THE WITNESS:  
8 I don't know what that means.  
9 BY ATTORNEY KAGAN:  
10 Q. When --- you're familiar with the difference  
11 between a running royalty and a paid-off license?  
12 A. Yes.  
13 Q. So when Finjan makes its opening offers generally,  
14 is it a lump sum payment based on the estimates of  
15 sales or is it a running royalty?  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 Q. So in a situation where a party were seeking a