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11 *Attorneys for Plaintiff*
12 FINJAN, INC.

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

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

Case No.: 17-cv-05659-WHA

FINJAN’S PROPOSED REDACTIONS –
EXHIBIT 6 TO JUNIPER NETWORKS,
INC.’S MOTION TO EXCLUDE THE
TESTIMONY OF MR. KEVIN- M. ARST –
REDACTED

EXHIBIT 6

(FILED UNDER SEAL)

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[REDACTED]

24 BY MS. CARSON:
25 Q. You said "the rates are somewhat

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1 established." What is the established rate?
2 MR. KASTENS: Objection; form.
3 THE WITNESS: So in our licensing
4 negotiations, we use 8 and 16 percent as a starting
5 point for defining the value of that license.
6 BY MS. CARSON:
7 Q. Eight and 16 percent of what?
8 A. Sales revenue, either hardware sales or
9 software sales revenue. And sometimes now that
10 includes either subscriptions or service fees
11 related to cloud implementations as well.
12 Q. So that would be revenue associated with
13 the sales of the products that Finjan believes
14 incorporate its technology; correct?
15 MR. KASTENS: Objection; form.
16 THE WITNESS: Typically, yes, it would be
17 sales by those categories. Yes.
18 BY MS. CARSON:
19 Q. You mentioned that in 2014 Finjan
20 implemented licensing best practices; is that right?
21 A. I believe that's the correct timeframe,
22 yes.
23 Q. And who was responsible for coming up with
24 those best practices?
25 A. It was a focus of the leadership team. It

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1 was in consultation with the industry, as well as
2 working through what the implications would be with
3 our public company board.
4 Q. Did you participate in that effort?
5 A. I did, yes.
6 Q. And what are the best practices that it
7 came up with?
8 MR. KASTENS: Objection; form.
9 THE WITNESS: It could best be summarized
10 by saying at all of the potential interaction points
11 with the prospective licensee, that we provide
12 insight and information per our analysis, that we
13 are willing to maintain an open line of
14 communication; frankly, trying to encourage a
15 consistent dialogue from one licensing negotiation
16 through the entire pipeline of licensing
17 negotiations that we had.
18 BY MS. CARSON:
19 Q. Does Finjan make an effort to take
20 reasonable positions when it's negotiating a
21 license?
22 MR. KASTENS: Objection; form.
23 THE WITNESS: I believe we do, yeah.
24 BY MS. CARSON:
25 Q. Is it important to Finjan to take

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1 reasonable positions when negotiating a license?
2 MR. KASTENS: Objection; form.
3 THE WITNESS: We believe the credibility is
4 a very important component of licensing
5 negotiations.
6 BY MS. CARSON:
7 Q. Why does Finjan believe credibility is a
8 very important component of licensing negotiations?
9 MR. KASTENS: Objection; form.
10 THE WITNESS: In my experience, most
11 licensing negotiations have a willing seller and an
12 unwilling buyer scenario.
13 BY MS. CARSON:
14 Q. How does that make it important to have
15 credibility?
16 A. Credibility is the foundation of a
17 relationship that develops through the licensing
18 process. If you don't have confidence that the
19 information that you're getting or the consistency
20 of the communications that are available to you --
21 what happens is it tends to erode the relationship
22 and adds a longer or more prolonged timeline to the
23 process.
[REDACTED]

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[REDACTED]

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1 don't -- I don't know how to -- I don't know how to
2 answer it in that hypothetical. I'd need more
3 information.
4 BY MS. CARSON:
[REDACTED]

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[REDACTED]

6 BY MS. CARSON:
7 Q. Would you agree that if a company is
8 offering a free product but none of its customers
9 actually use it, that that wouldn't be providing a
10 lot of value to the company?
11 MR. KASTENS: Objection; form.
12 THE WITNESS: I don't think I could agree
13 to that. I think there is more variables that have
14 to be considered.
15 BY MS. CARSON:
16 Q. Such as what?
17 A. So to be competitive in the space, you have
18 technologies that are embedded or being used in
19 products for which a customer may see the benefit of
20 but for which they are not directly paying a fee for
21 its use.
22 Q. What if they're not being used at all in
23 the product?
24 MR. KASTENS: Objection; form.
25 THE WITNESS: In that hypothetical, I

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[REDACTED]

4 BY MS. CARSON:
5 Q. Is it fair to say that Finjan has entered
6 into more than 20 license agreements since June
7 2005?
8 MR. KASTENS: Objection; form.
9 THE WITNESS: I believe that's accurate to
10 say that there has been, you know, 20 or more
11 license agreements, yes.
12 BY MS. CARSON:
[REDACTED]

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