

# Exhibit 3



Page 70

1 THE WITNESS: I believe that's a fair  
 2 statement.  
 3 BY MS. CARSON:  
 4 Q. Is it fair to say that Finjan's license  
 5 agreements are all nonexclusive?  
 6 MR. KASTENS: Objection; form.  
 7 THE WITNESS: I would have to look at what  
 8 the provisions were in the M86 and Trustwave  
 9 agreements from a specific product production under  
 10 the license. There may have been exclusions because  
 11 I know that we were, for example, excluded from  
 12 making or competing with similar product offerings  
 13 in the market for several years post that deal.  
 14 BY MS. CARSON:  
 15 Q. Do you know what an exclusive license is?  
 16 MR. KASTENS: Objection.  
 17 BY MS. CARSON:  
 18 Q. -- for a patent?  
 19 A. I believe that would be granting a license  
 20 to only one party for their ability to use the  
 21 patented technologies.  
 22 Q. And Finjan has granted many different  
 23 entities a license to use its patents; correct?  
 24 A. It has, yes.  
 25 Q. Is it fair to say that Finjan's license

Page 71

1 agreements generally include worldwide usage rights?  
 2 MR. KASTENS: Objection; form.  
 3 THE WITNESS: I believe it's a fair  
 4 statement to say we include worldwide license rights  
 5 as well.  
 6 BY MS. CARSON:  
 7 Q. Is it correct that Finjan has received  
 8 royalty payments ranging from \$565,000 to \$85  
 9 million per license for the 20-plus license  
 10 agreements that its entered into?  
 11 MR. KASTENS: Objection; form.  
 12 THE WITNESS: Without looking at the other  
 13 components of value, I think that would be the  
 14 monetary dollar range.  
 15 BY MS. CARSON:  
 16 Q. What factors have resulted in different  
 17 licensees paying different royalties to different  
 18 rights to Finjan's patent portfolio?  
 19 A. Some factors might include the length for  
 20 which that license is viable, so a term license.  
 21 Others might include noncash components of value in  
 22 the license. For example, it may be that patents  
 23 are transferred or assigned to Finjan. It may be  
 24 that there is a technology partnership that results  
 25 from a license as well. It may be that we also seek

Page 72

1 to get a cross-license, for example, to our Finjan  
 2 Mobile operating subsidiary.  
 3 Q. Other than the length or term of the  
 4 license and the noncash component, can you think of  
 5 any other factors that have resulted in different  
 6 licensees paying different royalties for similar  
 7 rights to the Finjan patent portfolio?  
 8 MR. KASTENS: Objection; form.  
 9 THE WITNESS: In some instances, companies  
 10 pay -- say if their product line is primarily  
 11 hardware, they may pay at one rate. If their  
 12 product line is software, they may pay at a  
 13 different rate. In some instances if there are  
 14 follow-on revenue events, then they may actually pay  
 15 at a lower rate as prescribed in those agreements.  
 16 BY MS. CARSON:  
 17 Q. So would you agree that the hardware versus  
 18 software component that you identified, that's sort  
 19 of the nature of the products that are being sold by  
 20 the potential licensee? Is that fair?  
 21 A. I would broaden that a little bit. I would  
 22 say if we look at it from a hardware and software  
 23 and then technologies that are being deployed  
 24 through cloud-based implementations.  
 25 Q. Does Finjan have an established rate for

Page 73

1 cloud-based?  
 2 A. We use, as a starting point, a per-user  
 3 rate.  
 4 Q. And what is that?  
 5 A. It's \$8 per user.  
 6 Q. Do you have any licensees who have actually  
 7 paid \$8 per user for a license?  
 8 A. Explicitly in the agreements, no, I don't  
 9 think you would find that.  
 10 Q. How about implicitly, have you based the  
 11 royalty rate for any of the licenses that you've  
 12 entered into on an \$8-per-user rate?  
 13 A. I'd have to defer to the licensing team,  
 14 but my general awareness is that I know it's been  
 15 part of at least one, if not more, negotiations.  
 16 Q. Which ones are you aware of?  
 17 A. As I sit here, I don't -- I don't remember  
 18 which ones they are.  
 19 Q. Do you know if they resulted in licenses?  
 20 A. I would expect that they resulted in  
 21 licenses, yes.  
 22 Q. But you're not aware personally of which  
 23 particular licensees, if any, had a royalty rate  
 24 that was calculated on a per-user rate of \$8; is  
 25 that fair?

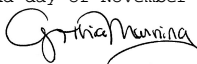
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Pages 74..77

<p style="text-align: right;">Page 74</p> <p>1 MR. KASTENS: Objection; form.</p> <p>2 THE WITNESS: As I sit here, I couldn't</p> <p>3 identify one for you, no.</p> <p>4 BY MS. CARSON:</p> <p>5 Q. Is it fair to say that one of the other</p> <p>6 reasons why different licensees have paid different</p> <p>7 royalties for similar rights to Finjan's patent</p> <p>8 portfolio is that they had different revenue at</p> <p>9 issue?</p> <p>10 MR. KASTENS: Objection; form.</p> <p>11 THE WITNESS: I think our -- the way in</p> <p>12 which we approach that is, when we think of a</p> <p>13 license, we think of it as a fair-value license. So</p> <p>14 the license is for the value of the technology, not</p> <p>15 necessarily from the revenues of a company solely.</p> <p>16 BY MS. CARSON:</p> <p>17 Q. So Finjan doesn't consider the revenues</p> <p>18 associated with the products that are being accused</p> <p>19 in figuring out what a fair royalty would be?</p> <p>20 A. It could be. In some instances, though,</p> <p>21 companies are unwilling to share revenues. So we</p> <p>22 would then, for example, move to industry-available</p> <p>23 data to build a construct.</p> <p>24 Q. So revenue is something that Finjan</p> <p>25 considers in determining what a fair royalty would</p>	<p style="text-align: right;">Page 76</p> <p>1 accused products?</p> <p>2 MR. KASTENS: Objection; form.</p> <p>3 THE WITNESS: Eight percent of gross sales</p> <p>4 for accused products, yes.</p> <p>5 BY MS. CARSON:</p> <p>6 Q. And can you give me an example of a</p> <p>7 hardware product?</p> <p>8 A. Sure. So sometimes we call them</p> <p>9 "appliances." My son likes to say it looks like a</p> <p>10 pizza box. It's something that you might see in a</p> <p>11 server room. And in that box it has processing, it</p> <p>12 has memory, it has the ability to move and manage</p> <p>13 network traffic, and it also has the ability to</p> <p>14 process or identify or determine what to do with</p> <p>15 malicious content as it comes through.</p> <p>16 Q. Is it fair to say that the starting point</p> <p>17 of 8 percent of gross sales for the accused products</p> <p>18 for hardware products is for a portfolio license?</p> <p>19 MR. KASTENS: Objection; form.</p> <p>20 THE WITNESS: Trying to figure out how to</p> <p>21 best answer this.</p> <p>22 So we think that the Finjan patent</p> <p>23 portfolio represents technologies which companies</p> <p>24 are using and have value. So split between the 8</p> <p>25 and 16 percent would be how we would identify at</p>
<p style="text-align: right;">Page 75</p> <p>1 be to the extent that that information is available;</p> <p>2 is that fair?</p> <p>3 A. It --</p> <p>4 MR. KASTENS: Objection; form.</p> <p>5 THE WITNESS: It could be one factor, yes.</p> <p>6 BY MS. CARSON:</p> <p>7 Q. We talked about this a bit earlier, but</p> <p>8 Finjan's starting point for any licensing</p> <p>9 negotiation is 16 percent of gross sales for the</p> <p>10 accused products; correct?</p> <p>11 A. For software products.</p> <p>12 Q. Can you give me an example of a software</p> <p>13 product?</p> <p>14 MR. KASTENS: Objection; form.</p> <p>15 THE WITNESS: Again, moving to market</p> <p>16 research, we would be talking about endpoint</p> <p>17 software products. So that would be something that</p> <p>18 would principally be delivered either via download</p> <p>19 or on a disc, if we were to back up maybe 10 years,</p> <p>20 something that would have to be installed or that</p> <p>21 would run in an environment on a device.</p> <p>22 BY MS. CARSON:</p> <p>23 Q. Is it fair to say that Finjan's starting</p> <p>24 point for any licensing negotiation involving a</p> <p>25 hardware product is 8 percent of gross sales for the</p>	<p style="text-align: right;">Page 77</p> <p>1 least some component of what that value might be as</p> <p>2 the determining factor to grant that portfolio</p> <p>3 license.</p> <p>4 BY MS. CARSON:</p> <p>5 Q. I'm not sure I understand what you meant.</p> <p>6 You said "so split between the 8 and 16</p> <p>7 percent would be how we would identify at least some</p> <p>8 component of what the value might be." What do you</p> <p>9 mean by "split between the 8 and 16 percent"?</p> <p>10 A. So some companies, for example, may only</p> <p>11 make hardware and other companies, by contrast, may</p> <p>12 only sell software. In some instances they may sell</p> <p>13 both but in disproportionate representations in</p> <p>14 their product offerings.</p> <p>15 Q. So in some instances Finjan would agree to</p> <p>16 a royalty rate between 8 and 16 percent if there was</p> <p>17 a mix of products?</p> <p>18 MR. KASTENS: Objection; form.</p> <p>19 THE WITNESS: I think as our starting point</p> <p>20 we would try and use the 8 for hardware sales and</p> <p>21 the 16, but I'm with you that I guess you could</p> <p>22 consider that a blended rate that at some point</p> <p>23 would fall in between that.</p> <p>24 BY MS. CARSON:</p> <p>25 Q. And the 8 and 16 percent, that's for a</p>

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<p style="text-align: right;">Page 206</p> <p>1 (Whereupon, at 3:45 p.m., the TUESDAY,                  2 OCTOBER 23, 2018 deposition of PHILIP                  3 HARTSTEIN was adjourned.)                  4                  5                  6 _____                  7 PHILIP HARTSTEIN                  8                  9                  10                  11                  12                  13                  14                  15                  16                  17                  18                  19                  20                  21                  22                  23                  24                  25</p>	<p>1 Errata Sheet                  2                  3 NAME OF CASE: FINJAN, INC. vs. JUNIPER NETWORKS                  4 DATE OF DEPOSITION: 10/23/2018                  5 NAME OF WITNESS: Philip Hartstein                  6 Reason Codes:                  7 1. To clarify the record.                  8 2. To conform to the facts.                  9 3. To correct transcription errors.                  10 Page _____ Line _____ Reason _____                  11 From _____ to _____                  12 Page _____ Line _____ Reason _____                  13 From _____ to _____                  14 Page _____ Line _____ Reason _____                  15 From _____ to _____                  16 Page _____ Line _____ Reason _____                  17 From _____ to _____                  18 Page _____ Line _____ Reason _____                  19 From _____ to _____                  20 Page _____ Line _____ Reason _____                  21 From _____ to _____                  22 Page _____ Line _____ Reason _____                  23 From _____ to _____                  24                  25 _____</p>
<p style="text-align: right;">Page 207</p> <p>1 REPORTER'S CERTIFICATE                  2 I, CYNTHIA MANNING, a Certified Shorthand                  3 Reporter of the State of California, do hereby                  4 certify:                  5 That the foregoing proceedings were taken                  6 before me at the time and place herein set forth;                  7 that any witnesses in the foregoing proceedings,                  8 prior to testifying, were placed under oath; that a                  9 verbatim record of the proceedings was made by me                  10 using machine shorthand which was thereafter                  11 transcribed under my direction; further, that the                  12 foregoing is an accurate transcription thereof.                  13 I further certify that I am neither                  14 financially interested in the action, nor a relative                  15 or employee of any attorney of any of the parties.                  16 Before completion of the deposition, review                  17 of the transcript [X] was [ ] was not requested. If                  18 requested, any changes made by the deponent (and                  19 provided to the reporter) during the period allowed                  20 are appended hereto.                  21 In witness whereof, I have subscribed my                  22 name this 2nd day of November 2018.                  23                   24 _____                  25 CYNTHIA MANNING, CSR No. 7645, CCRR, CLR</p>	<p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>