

## **EXHIBIT 9**

**Redacted Version of Document Sought  
to be Sealed**

1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE NORTHERN DISTRICT OF CALIFORNIA  
3  
4       FINJAN, INC., a Delaware  
      Corporation,  
5  
                  Plaintiff,                               Case No.  
6   3:17-cv-05659-WHA  
      vs.  
7  
      JUNIPER NETWORKS, INC., a  
8       Delaware Corporation,  
9  
                  Defendant.  
10 \_\_\_\_\_

11  
12  
13       \*\*\* HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY \*\*\*  
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15                   VIDEOTAPED DEPOSITION OF JULIE MAR-SPINOLA  
16   Tuesday, October 30, 2018  
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18  
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21  
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23       Reported by:  
24       Tavia Manning, CSR No. 13294, CLR, CCRR, RPR

25       Job No. LA-197250

REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED

<p style="text-align: right;">Page 86</p> <p>1 those patents?</p> <p>2 MR. KASTENS: Objection; form.</p> <p>3 THE WITNESS: Yes. I think so.</p> <p>4 BY MS. CARSON:</p> <p>5 Q. Do you know whether Finjan Mobile practices</p> <p>6 any of the patents that have been asserted against</p> <p>7 Juniper?</p> <p>8 MR. KASTENS: Objection; form.</p> <p>9 THE WITNESS: I don't know that offhand. I</p> <p>10 know that Finjan Mobile practices some patents that</p> <p>11 are owned by Finjan, Inc., but I -- you know,</p> <p>12 there's too many for me to remember in terms of</p> <p>13 Juniper versus Finjan Mobile.</p> <p>14 BY MS. CARSON:</p> <p>15 Q. Does Finjan Mobile mark its Vital Security</p> <p>16 browser product?</p> <p>17 A. Yes.</p> <p>18 Q. How does it mark?</p> <p>19 A. We do it on the -- virtually, virtual</p> <p>20 notice on the website, and I believe on our</p> <p>21 marketing materials.</p> <p>22 Q. The Vital Security product is an app;</p> <p>23 correct?</p> <p>24 A. It is.</p> <p>25 MR. KASTENS: Objection; form.</p>	<p style="text-align: right;">Page 88</p> <p>1 licenses contain marking provisions?</p> <p>2 MR. KASTENS: Objection; form.</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 BY MS. CARSON:</p> <p>6 Q. Do you know whether of any Finjan's</p> <p>7 licensees practice the patents that have been</p> <p>8 asserted against Juniper in this case?</p> <p>9 MR. KASTENS: Objection; form.</p> <p>10 THE WITNESS: Would you say that again?</p> <p>11 BY MS. CARSON:</p> <p>12 Q. Do you know whether any of Finjan's</p> <p>13 licensees practice the patents that have been</p> <p>14 asserted against Juniper in this case?</p> <p>15 MR. KASTENS: Objection; form.</p> <p>16 THE WITNESS: I don't remember what patents</p> <p>17 we asserted against Juniper right now, and it would</p> <p>18 take a lot of time for me to answer that question</p> <p>19 and to get the answer to your question. I can't</p> <p>20 answer it now. I would be guessing.</p> <p>21 BY MS. CARSON:</p> <p>22 Q. Does Finjan believe that its licensees</p> <p>23 actually use its patents?</p> <p>24 A. Of course.</p> <p>25 MR. KASTENS: Objection; form.</p>
<p style="text-align: right;">Page 87</p> <p>1 THE WITNESS: It is an app, the mobile</p> <p>2 device app.</p> <p>3 BY MS. CARSON:</p> <p>4 Q. When you pull up the Finjan Mobile product</p> <p>5 in the app store, does Finjan list its -- the</p> <p>6 patents that cover it there?</p> <p>7 MR. KASTENS: Objection; form.</p> <p>8 THE WITNESS: I don't know. I didn't check</p> <p>9 that. To the extent that it is doable and</p> <p>10 permissible in those stores, because I know both the</p> <p>11 Google Play and -- what's Apple's -- Apple Store,</p> <p>12 they have certain restrictions and requirements.</p> <p>13 So if it's not there, that's why we do the</p> <p>14 virtual, just because we know there we can -- we can</p> <p>15 consistently provide our notices, like a lot of</p> <p>16 companies in the Valley.</p> <p>17 BY MS. CARSON:</p> <p>18 Q. Does the Finjan Mobile product list any</p> <p>19 patent numbers on the info page for the app once you</p> <p>20 download it?</p> <p>21 A. I don't know.</p> <p>22 Q. Do you know whether any of Finjan's</p> <p>23 licenses contain marking provisions?</p> <p>24 A. Finjan? Which entity?</p> <p>25 Q. Do you know whether any of Finjan, Inc.'s</p>	<p style="text-align: right;">Page 89</p> <p>1 BY MS. CARSON:</p> <p>2 Q. One of Finjan's licensees is Trustwave;</p> <p>3 correct?</p> <p>4 A. Yes. It's not just a licensee. Well, I</p> <p>5 guess, yeah, it's under a license.</p> <p>6 Q. Why do you say "it's not just a licensee"?</p> <p>7 MR. KASTENS: Objection; form.</p> <p>8 THE WITNESS: Trustwave had acquired</p> <p>9 Finjan's product division, what I am going to call a</p> <p>10 "product division," for our gateway products back</p> <p>11 before I joined the company.</p> <p>12 And so they continue to manufacture the</p> <p>13 gateways -- I don't know if they call it "Vital</p> <p>14 Security" anymore, but it's still incorporates -- I</p> <p>15 believe it still incorporates portions of Finjan's</p> <p>16 protocols and source code, and their license is</p> <p>17 still in existence, yeah.</p> <p>18 BY MS. CARSON:</p> <p>19 Q. Finjan recently sued Trustwave; correct?</p> <p>20 MR. KASTENS: Objection; form.</p> <p>21 THE WITNESS: Yes.</p> <p>22 BY MS. CARSON:</p> <p>23 Q. What was the basis for that lawsuit?</p> <p>24 MR. KASTENS: Objection; form.</p> <p>25 THE WITNESS: It was so much more fun when</p>