

EXHIBIT 5

From: "Petersen, Ingrid" <ipetersen@irell.com>
Date: April 6, 2019 at 10:59:19 AM GMT+10
To: "~Caire, Yuridia" <ycaire@kramerlevin.com>, "Glucoft, Josh" <JGlucoft@irell.com>, "Carson, Rebecca" <RCarson@irell.com>, "Heinrich, Alan" <AHeinrich@irell.com>, "Holland, Eileen" <EHolland@irell.com>, "Isaac, Shawana" <Sisaac@irell.com>, "Kagan, Jonathan" <JKagan@irell.com>, "Manzano, Jim" <JManzano@irell.com>, "Quarnstrom, Brian" <BQuarnstrom@irell.com>, "Theilacker, Leah" <LTheilacker@irell.com>, "Wang, Kevin" <kwang@irell.com>
Cc: "~Andre, Paul" <pandre@kramerlevin.com>, "~Hannah, James" <jhannah@kramerlevin.com>, "~Kobialka, Lisa" <lkobialka@kramerlevin.com>, "~Manes, Austin" <amanes@kramerlevin.com>, "~Kastens, Kristopher" <kkastens@kramerlevin.com>
Subject: [EXTERNAL] RE: Finjan v. Juniper

Dear Yuri:

Thank you for your email. I do not agree with your summary of the call, and refer you to my original email. Nevertheless, I am writing to follow up on a few of the items in your email in the hopes that we can resolve some of the outstanding issues.

As an initial matter, I note that your email did not provide a response as to whether Finjan intends to call Mr. Touboul as a witness at the July trial. Unless Finjan either (1) confirms that it will not call Mr. Touboul as a witness (either in person or via deposition), or (2) provides a date for Mr. Touboul's deposition in the United States, we will need to raise this issue with the Court.

With regard to the financial data responsive to Interrogatory No. 16, we think it make sense for you to review supplemental data once we produce it, and then we can further discuss if you believe it is insufficient to answer the interrogatory. As I noted during our call, Finjan's requests concerning Juniper's financial data are overly broad and in many instances irrelevant. While Juniper maintains its objections, it is willing to work with Finjan to appropriately narrow the requests so that Finjan can get the information it needs without imposing an undue burden on Juniper.

With regard to bundled products and customer-support licenses, we are unable to find any references to these on Page 15 of your damages contentions. Could you please provide a more specific reference so that we can evaluate your request?

For documents related to Carbon Black, Cisco, and Palo Alto Networks, we are not aware of any licenses with these entities that involve comparable technology and/or economic circumstances, and thus we do not see how they would be relevant to the damage inquiry. Indeed, I note that neither Juniper, nor Finjan, has identified any of these licenses in their damages contentions. Please explain why you believe that these licenses are comparable, such that they would be relevant to damages.

With regard to deposition transcripts, we have repeatedly asked you to explain the relevance of your request and you have yet to do so. Sky ATP and ATP Appliance have not been the subject of any prior patent lawsuit and Finjan is not accusing any SRX devices from before the time Sky ATP was released, so it is not clear that there would even be any transcripts responsive to the portion of your request concerning the accused instrumentalities. As to any prior transcripts from Juniper witnesses in matters concerning unrelated products, we do not see how this would be relevant. Please explain the relevance, and we will consider your request.

For your request regarding documents sufficient to identify all servers that interact with Sky ATP and SRX, we have already provided information about the servers that are relevant to the accused features (e.g., Amazon and iWeb). But as we have repeatedly told you, your request as-written essentially encompasses all servers that end users/customers communicate with, which is incredibly broad. We are trying to work with you on this request, but we obviously cannot agree to produce documents we cannot identify based on your request.

Best wishes,

Ingrid

From: Caire, Yuridia <YCaire@KRAMERLEVIN.com>

Sent: Friday, April 5, 2019 5:27 PM

To: Petersen, Ingrid <ipetersen@irell.com>; Glucoft, Josh <JGlucoft@irell.com>; Carson, Rebecca <RCarson@irell.com>; Heinrich, Alan <AHeinrich@irell.com>; Holland, Eileen <EHolland@irell.com>; Isaac, Shawana <SIsaac@irell.com>; Kagan, Jonathan <JKagan@irell.com>; Manzano, Jim <JManzano@irell.com>; Quarnstrom, Brian <BQuarnstrom@irell.com>; Theilacker, Leah <LTheilacker@irell.com>; Wang, Kevin <kwang@irell.com>

Cc: ~Andre, Paul <pandre@kramerlevin.com>; ~Hannah, James <jhannah@kramerlevin.com>; ~Kobialka, Lisa <lkobialka@kramerlevin.com>; ~Manes, Austin <amanes@kramerlevin.com>; ~Kastens, Kristopher <kkastens@kramerlevin.com>

Subject: RE: Finjan v. Juniper

Ingrid,

Please provide a response regarding the issues raised below.

Thanks,

Yuri

Yuridia Caire

Associate

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From: Caire, Yuridia

Sent: Monday, April 01, 2019 12:56 PM

To: Petersen, Ingrid; Glucoft, Josh; Carson, Rebecca; Heinrich, Alan; Holland, Eileen; Isaac, Shawana; Kagan, Jonathan; Manzano, Jim; Quarnstrom, Brian; Theilacker, Leah; Wang, Kevin

Cc: Andre, Paul; Hannah, James; Kobialka, Lisa; Manes, Austin; Kastens, Kris

Subject: RE: Finjan v. Juniper

Thanks for your email, Ingrid. I write to correct a few statements in your email and clarify our understanding of the call.

We confirm our understanding that Juniper will serve supplemental sales and financial information. As we discussed on the call, we also request that Juniper provide information to identify the SKU's related to all accused instrumentalities so that Juniper's 33(d) response to Interrogatory No. 16 complies with the requested information. Please confirm you will produce this information with the supplemental information and update your interrogatory response appropriately.

In addition, with respect to products and services sold with the Accused Instrumentalities, Juniper represented that it would notify Finjan within 2-3 weeks whether or not it tracks this information, and would produce this information to the extent it is tracked. Your representation below changes that understanding and Juniper's statement regarding the damages contentions is not accurate as I gave you a specific citation to at least page 15 of Finjan's Damages Contentions that sets forth damages related to convoy sales and the *Georgia-Pacific* factors. Please confirm that you will produce this information.

Similarly, Finjan outlined that the requests related to Juniper's licenses with third parties, including at least Cisco, Carbon Black and Palo Alto Networks, regarding the accused instrumentalities and technology that is comparable to the technology disclosed in the Patents-in-Suit, is relevant to a damages analyses, as disclosed in Finjan's damages contentions. At no point on the call did Juniper disagree with the citations that Finjan provided and there is no basis to withhold these documents. While Juniper pointed to the public exhibit of the agreement with Palo Alto Networks, Juniper was unable to confirm that the public version was the full version of the agreement and that no additional documents accompanied that agreement. Nor did Juniper explain its

basis for withholding the actual executed agreement between the parties. In addition, Finjan's requests for productions also seek all communications related to the agreements that Juniper has entered into with third-parties and instances where Juniper has communicated with others regarding Finjan. Juniper was unable to confirm that it had searched for hard copies of those communications, as it was required to do. In addition, Juniper was unable to confirm that it will produce the joint defense group agreement that it claims affords Juniper the right to assert a common interest privilege. Please confirm that you have searched for hard copies of the communications and that you will produce the responsive agreements and the joint defense group agreement.

With respect to prior deposition transcripts, as we explained on the call it is not appropriate to request that Finjan identify the witnesses that have testified regarding the accused instrumentalities as that information that is in Juniper's possession and less burdensome for Juniper to identify. On the call, Juniper provided no basis for withholding this information and Finjan provided information regarding the transcripts it seeks, mainly that the requests are narrowly tailored to individuals that provided testimony regarding the accused instrumentalities or that Juniper disclosed as being relevant to this litigation. Please confirm that Juniper will produce these transcripts.

Finally with respect to the identification of the servers that interact with Sky ATP and SRX devices, Juniper did not take the position that this information was relevant but instead claimed that this information could be found on the source code that Juniper made available. Finjan disagrees that the source code provides this information. As Juniper knows, this information is relevant to infringement and damages. Please confirm you will produce this information without delay.

By **Friday, 4/5/19**, please confirm whether Juniper will produce the items outlined above and as further detailed in my March 22nd email, all of which we discussed on Friday. If Juniper refuses to produce any of the requested information, please provide the specific basis for doing so.

Best regards,

Yuri

Yuridia Caire
Associate

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