

# EXHIBIT 9

## (FILED UNDER SEAL)

1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE NORTHERN DISTRICT OF CALIFORNIA

3  
4   FINJAN, INC., a Delaware  
5   Corporation,

6                   Plaintiff,

Case No.  
3:17-cv-05659-WHA

7                   vs.

8   JUNIPER NETWORKS, INC., a  
9   Delaware Corporation,

10                  Defendant.  
11  
12

13                  \*\*\* HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY \*\*\*  
14

15                  VIDEOTAPED DEPOSITION OF JULIE MAR-SPINOLA  
16                  Tuesday, October 30, 2018  
17  
18  
19  
20  
21  
22

23   Reported by:  
24   Tavia Manning, CSR No. 13294, CLR, CCRR, RPR

25   Job No. LA-197250

Page 86

1 those patents?  
2 MR. KASTENS: Objection; form.  
3 THE WITNESS: Yes. I think so.  
4 BY MS. CARSON:  
5 Q. Do you know whether Finjan Mobile practices  
6 any of the patents that have been asserted against  
7 Juniper?  
8 MR. KASTENS: Objection; form.  
9 THE WITNESS: I don't know that offhand. I  
10 know that Finjan Mobile practices some patents that  
11 are owned by Finjan, Inc., but I -- you know,  
12 there's too many for me to remember in terms of  
13 Juniper versus Finjan Mobile.  
14 BY MS. CARSON:  
15 Q. Does Finjan Mobile mark its Vital Security  
16 browser product?  
17 A. Yes.  
18 Q. How does it mark?  
19 A. We do it on the -- virtually, virtual  
20 notice on the website, and I believe on our  
21 marketing materials.  
22 Q. The Vital Security product is an app;  
23 correct?  
24 A. It is.  
25 MR. KASTENS: Objection; form.

Page 87

1 THE WITNESS: It is an app, the mobile  
2 device app.  
3 BY MS. CARSON:  
4 Q. When you pull up the Finjan Mobile product  
5 in the app store, does Finjan list its -- the  
6 patents that cover it there?  
7 MR. KASTENS: Objection; form.  
8 THE WITNESS: I don't know. I didn't check  
9 that. To the extent that it is doable and  
10 permissible in those stores, because I know both the  
11 Google Play and -- what's Apple's -- Apple Store,  
12 they have certain restrictions and requirements.  
13 So if it's not there, that's why we do the  
14 virtual, just because we know there we can -- we can  
15 consistently provide our notices, like a lot of  
16 companies in the Valley.  
17 BY MS. CARSON:  
18 Q. Does the Finjan Mobile product list any  
19 patent numbers on the info page for the app once you  
20 download it?  
21 A. I don't know.  
22 Q. Do you know whether any of Finjan's  
23 licenses contain marking provisions?  
24 A. Finjan? Which entity?  
25 Q. Do you know whether any of Finjan, Inc.'s

Page 88

1 licenses contain marking provisions?  
2 MR. KASTENS: Objection; form.  
3 THE WITNESS: I don't know about the  
4 earlier ones, but our more recent ones do not.  
5 BY MS. CARSON:  
6 Q. Do you know whether of any Finjan's  
7 licensees practice the patents that have been  
8 asserted against Juniper in this case?  
9 MR. KASTENS: Objection; form.  
10 THE WITNESS: Would you say that again?  
11 BY MS. CARSON:  
12 Q. Do you know whether any of Finjan's  
13 licensees practice the patents that have been  
14 asserted against Juniper in this case?  
15 MR. KASTENS: Objection; form.  
16 THE WITNESS: I don't remember what patents  
17 we asserted against Juniper right now, and it would  
18 take a lot of time for me to answer that question  
19 and to get the answer to your question. I can't  
20 answer it now. I would be guessing.  
21 BY MS. CARSON:  
22 Q. Does Finjan believe that its licensees  
23 actually use its patents?  
24 A. Of course.  
25 MR. KASTENS: Objection; form.

Page 89

1 BY MS. CARSON:  
2 Q. One of Finjan's licensees is Trustwave;  
3 correct?  
4 A. Yes. It's not just a licensee. Well, I  
5 guess, yeah, it's under a license.  
6 Q. Why do you say "it's not just a licensee"?  
7 MR. KASTENS: Objection; form.  
8 THE WITNESS: Trustwave had acquired  
9 Finjan's product division, what I am going to call a  
10 "product division," for our gateway products back  
11 before I joined the company.  
12 And so they continue to manufacture the  
13 gateways -- I don't know if they call it "Vital  
14 Security" anymore, but it's still incorporates -- I  
15 believe it still incorporates portions of Finjan's  
16 protocols and source code, and their license is  
17 still in existence, yeah.  
18 BY MS. CARSON:  
19 Q. Finjan recently sued Trustwave; correct?  
20 MR. KASTENS: Objection; form.  
21 THE WITNESS: Yes.  
22 BY MS. CARSON:  
23 Q. What was the basis for that lawsuit?  
24 MR. KASTENS: Objection; form.  
25 THE WITNESS: It was so much more fun when