

EXHIBIT 5

**REDACTED VERSION OF
DOCUMENT SOUGHT TO BE
SEALED**

From: Williams, Daniel

Sent: Fri, 19 Jul 2019 17:23:24

To: Smith, Ryan

Cc: Kim, Olivia; Poplawski, Edward; Frankel, Aaron; Andre, Paul; Kobialka, Lisa; Hannah, James

Subject: RE: Finjan licenses

Sensitivity: Normal

Ryan,

Finjan reached out to Qualys over 6 weeks ago regarding license production with zero response from Qualys. Qualys' timely cooperating will greatly expedite this process.

Finjan expects to make a significant production next week that will include certain licenses that we are currently able to produce and that have not already been produced. Since you have not agreed to the terms set forth by the parties that placed conditions upon their consent to disclosure, we have put you in touch with those parties in order to provide an opportunity for Qualys to negotiate an acceptable resolution with those parties directly. With respect to Finjan's recent license with [REDACTED], we need to know if Qualys agrees to the conditions required for [REDACTED] consent to production, which has been sent in a previous email. If Qualys does not agree to [REDACTED] conditions, then we will likewise put you in touch with counsel for [REDACTED] to confer on this issue.

As for the production of Finjan's license with [REDACTED], Finjan is completely in the dark as to the status of the negotiations between Qualys and [REDACTED]. Please apprise us of the status of the discussions between Qualys and [REDACTED] since we introduced you to [REDACTED] counsel by email on May 7, 2019.

With respect to Finjan's license with [REDACTED] and Trend Micro, Finjan has reached out to these parties seeking consent to production.

In response to the other email you sent earlier this morning, please provide times next week that you are available in case we still need to meet and confer on the source code availability issue. We believe this emails resolves your questions regarding license agreements but, if that is not the case, we can also discuss during next week's meet and confer.

Regards,
Dan

Daniel Williams
Associate

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Sent: Friday, July 19, 2019 9:18 AM

To: Williams, Daniel <DDWilliams@KRAMERLEVIN.com>

Cc: Kim, Olivia <okim@wsgr.com>; Poplawski, Edward <epoplawski@wsgr.com>; Frankel, Aaron <AFrankel@KRAMERLEVIN.com>; Andre, Paul <PAndre@KRAMERLEVIN.com>; Kobialka, Lisa <LKobialka@KRAMERLEVIN.com>; Hannah, James <JHannah@KRAMERLEVIN.com>

Subject: [EXTERNAL] Re: Finjan licenses

Dan,

As you know, LPR 3-2 states that the plaintiff must produce “[a]ll agreements, including licenses, transferring an interest in any patent-in-suit.” Finjan has not yet complied with its obligation to do so. That being said, Qualys presently has no intention of disclosing license agreements with ██████████ to in-house counsel for Qualys. However, we don’t yet know how (if at all) these agreements may be utilized during the litigation. To the extent that such materials are utilized in expert reports, for example, it is possible that Qualys’ in-house counsel will review those reports.

Regarding ██████████ additional request, Finjan is free to provide notice to ██████████ regarding potential use of its license agreement. But it is unclear why Qualys would jointly undertake that obligation. To that end, if Finjan and/or ██████████ wish to seal the courtroom, they would need to address that with the court. I presently do not see any reason why Qualys would oppose that request, but we cannot provide a blanket non-opposition without a better understanding of how the license is to be used. For example, it may be possible to merely instruct a witness to avoid stating the amount on the record and/or to show an exhibit to the jury without displaying the exhibit on other screens.

Finally, please let us know if Finjan is withholding any additional licenses beyond those identified in your email.

Best regards,
Ryan

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Direct: [650.849.3345](#) | Cell: [650.269.0822](#) | Email: rsmith@wsgr.com

From: Daniel Williams <DDWilliams@KRAMERLEVIN.com>

Date: Tuesday, June 4, 2019 at 10:55 AM

To: "Smith, Ryan" <rsmith@wsgr.com>

Cc: "Kim, Olivia" <okim@wsgr.com>, Edward Poplawski <epoplawski@wsgr.com>, Aaron Frankel <AFrankel@KRAMERLEVIN.com>, Paul Andre <PAndre@KRAMERLEVIN.com>, Lisa Kobialka <LKobialka@KRAMERLEVIN.com>, James Hannah <JHannah@KRAMERLEVIN.com>

Subject: Finjan licenses

Ryan,

Finjan has a license agreement with each of the following third parties: ██████████ Each of these third parties consents to Finjan’s production of its license agreement with Finjan in this case so long as it is designated Highly Confidential – Attorney’s Eyes Only and is not disclosed to in-house counsel for Qualys. Please confirm that Qualys agrees to these conditions.

Additionally, with respect to the production of the ██████████ license, ██████████ consent is further conditioned on the parties giving advanced notice prior to use at trial (no less than 2-week notice prior to introduction at trial) and requesting to seal the Court room in the event it is sought for use at trial. Please confirm that Qualys agrees to these conditions.

issues.

Regards,
Dan

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