

# EXHIBIT C

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10 *Attorneys for Plaintiff*  
 FINJAN, INC.

11 **IN THE UNITED STATES DISTRICT COURT**  
 12 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
 13 **SAN FRANCISCO DIVISION**

15 FINJAN, INC.,

16 Plaintiff,

17 v.

18 QUALYS, INC.,

19 Defendant.

Case No.: 4:18-cv-07229-YGR

**PLAINTIFF FINJAN, INC.’S INITIAL  
 DISCLOSURE OF ASSERTED CLAIMS  
 AND INFRINGEMENT CONTENTIONS  
 AND DOCUMENT PRODUCTION  
 PURSUANT TO PATENT LOCAL RULES  
 3-1 AND 3-2**

1 Cloud Suite (Enterprise, Express, Express Lite), the Qualys Cloud Platform (Enterprise, Mid-sized  
2 business, or Small business), and the Qualys Cloud Platform for Consultants.

3 Finjan accuses the following of Defendant's products and services, and associated software and  
4 subscriptions, of infringing claims 1, 2, 14, 15, and 17 of the '731 Patent: Malware Detection (MD,  
5 MDS, Malware Detection Services), Web Application Scanning (WAS), Web Application Firewall  
6 (WAF), Secure Seal, Vulnerability Management (VM), Continuous Monitoring (CM),  
7 ThreatPROTECT (TP), Indication of Compromise (IOC), Policy Compliance (PC), Cloud Agent (CA)  
8 technology, the Knowledgebase, Qualys research labs, and Qualys Scanner Appliance and Virtual  
9 Appliance, identified in the attached Appendix C ("Accused Instrumentalities of the '731 Patent"),  
10 whether sold a la carte or as part of a bundled package, including but not limited to the Qualys Cloud  
11 Suite (Enterprise, Express, Express Lite), the Qualys Cloud Platform (Enterprise, Mid-sized business,  
12 or Small business), and the Qualys Cloud Platform for Consultants.

13 Finjan accuses the following of Defendant's products and services, and associated software and  
14 subscriptions, of infringing claims 1-2, 5-14, and 17-25 of the '305 Patent: Malware Detection (MD,  
15 MDS, Malware Detection Services), Web Application Scanning (WAS), Web Application Firewall  
16 (WAF), Secure Seal, Vulnerability Management (VM), Continuous Monitoring (CM),  
17 ThreatPROTECT (TP), Indication of Compromise (IOC), Policy Compliance (PC), Cloud Agent (CA)  
18 technology, the Knowledgebase, Qualys research labs, and Qualys Scanner Appliance and Virtual  
19 Appliance, identified in the attached Appendix D ("Accused Instrumentalities of the '305 Patent"),  
20 whether sold a la carte or as part of a bundled package, including but not limited to the Qualys Cloud  
21 Suite (Enterprise, Express, Express Lite), the Qualys Cloud Platform (Enterprise, Mid-sized business,  
22 or Small business), and the Qualys Cloud Platform for Consultants.

23 Finjan accuses the following of Defendant's products and services of infringing claims 1-2, and  
24 4 of the '154 Patent: Malware Detection (MD, MDS, Malware Detection Services), Web Application  
25 Scanning (WAS), Web Application Firewall (WAF), Secure Seal, Vulnerability Management (VM),  
26 Continuous Monitoring (CM), ThreatPROTECT (TP), Indication of Compromise (IOC), Policy  
27 Compliance (PC), Compliance Monitoring, Container Security, Cloud Agent (CA) technology, the

1 Knowledgebase, Qualys research labs, and Qualys Scanner Appliance and Virtual Appliance,  
2 identified in the attached Appendix E (“Accused Instrumentalities of the ‘154 Patent”), whether sold a  
3 la carte or as part of a bundled package, including but not limited to the Qualys Cloud Suite  
4 (Enterprise, Express, Express Lite), the Qualys Cloud Platform (Enterprise, Mid-sized business, or  
5 Small business), and the Qualys Cloud Platform for Consultants.

6 Finjan accuses the following of Defendant’s products and services, and associated software and  
7 subscriptions, of infringing claims 1, 3-8, 22-23, 29, and 35 of the ‘408 Patent: Malware Detection  
8 (MD, MDS, Malware Detection Services), Web Application Scanning (WAS), Web Application  
9 Firewall (WAF), Secure Seal, Vulnerability Management (VM), Continuous Monitoring (CM),  
10 ThreatPROTECT (TP), Indication of Compromise (IOC), Policy Compliance (PC), Cloud Agent (CA)  
11 technology, the Knowledgebase, Qualys research labs, and Qualys Scanner Appliance and Virtual  
12 Appliance, identified in the attached Appendix F (“Accused Instrumentalities of the ‘408 Patent”),  
13 whether sold a la carte or as part of a bundled package, including but not limited to the Qualys Cloud  
14 Suite (Enterprise, Express, Express Lite), the Qualys Cloud Platform (Enterprise, Mid-sized business,  
15 or Small business), and the Qualys Cloud Platform for Consultants.

16 Finjan accuses the following of Defendant’s products and services, and associated software and  
17 subscriptions, of infringing claims 10-16, and 18 of the ‘494 Patent: Malware Detection (MD, MDS,  
18 Malware Detection Services), Web Application Scanning (WAS), Web Application Firewall (WAF),  
19 Secure Seal, Vulnerability Management (VM), Continuous Monitoring (CM), ThreatPROTECT (TP),  
20 Cloud Agent (CA) technology, the Knowledgebase, Qualys research labs, and Qualys Scanner  
21 Appliance and Virtual Appliance, identified in the attached Appendix G, whether sold a la carte and as  
22 part of a bundled package, including but not limited to the Qualys Cloud Suite (Enterprise, Express,  
23 Express Lite), the Qualys Cloud Platform (Enterprise, Mid-sized business, or Small business), and the  
24 Qualys Cloud Platform for Consultants (“Accused Instrumentalities of the ‘494 Patent”) (collectively,  
25 the “Accused Instrumentalities”).

26 The above identification is based on the information publicly available to Finjan as of the date  
27 hereof. Finjan anticipates that discovery may reveal additional products, features and services that  
28

1 infringe the patents-in-suit. Finjan reserves the right to amend, modify, supplement, or narrow these  
2 contentions pursuant to Patent Local Rule 3-6, if necessary and appropriate, including identifying  
3 additional products, features and services, as it obtains additional information over the course of  
4 discovery and in light of the Court's claim construction order.

5 **C. Claim Charts Identifying Claim Elements Present In Accused Instrumentalities.**

6 Finjan provides the following appendices pursuant to Patent Local Rule 3-1(c):

- 7 • Appendix A shows how the Accused Instrumentalities of the '844 Patent infringe each of  
8 the asserted claims of the '844 Patent
- 9 • Appendix B shows how the Accused Instrumentalities of the '968 Patent infringe each of  
10 the asserted claims of the '968 Patent
- 11 • Appendix C shows how the Accused Instrumentalities of the '731 Patent infringe each of  
12 the asserted claims of the '731 Patent
- 13 • Appendix D shows how the Accused Instrumentalities of the '305 Patent infringe each of  
14 the asserted claims of the '305 Patent
- 15 • Appendix E shows how the Accused Instrumentalities of the '154 Patent infringe each of  
16 the asserted claims of the '154 Patent
- 17 • Appendix F shows how the Accused Instrumentalities of the '408 Patent infringe each of  
18 the asserted claims of the '408 Patent
- 19 • Appendix G shows how the Accused Instrumentalities of the '494 Patent infringe each of  
20 the asserted claims of the '494 Patent

21 The Appendices are incorporated by reference herein. The citations in the Appendices are  
22 exemplary. In the attached Appendices, Finjan has subdivided each Asserted Claim to explain where  
23 the respective Accused Instrumentalities and other products/services meet each claim element. The  
24 subdivisions in the Appendices are not to be taken as an indication of the boundaries of claim elements  
25 with respect to doctrine of equivalents, or any other issue. Additionally, the Accused Instrumentalities  
26 and Defendant's other products/services may infringe the Asserted Claims in multiple ways.

27 The above identification is based on the information publicly available to Finjan as of the date  
28 hereof. Finjan reserves the right to provide alternative claim mappings or infringement contentions for