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12 *Attorneys for Plaintiff*
13 FINJAN, INC.

14 **IN THE UNITED STATES DISTRICT COURT**
15 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

16 FINJAN, INC., a Delaware Corporation,

17 Plaintiff,

18 v.

19 PALO ALTO NETWORKS, INC., a Delaware
20 Corporation,

21 Defendant.

Case No.:

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

COMPLAINT FOR PATENT INFRINGEMENT

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2 Plaintiff Finjan, Inc. (“Finjan”) files this Complaint for Patent Infringement and Jury Demand
3 against Defendant Palo Alto Networks, Inc. (“Defendant” or “Palo Alto Networks”) and alleges as
4 follows:

THE PARTIES

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6 1. Finjan is a Delaware corporation, with its principal place of business at 333
7 Middlefield Road, Suite 110, Menlo Park, California 94025. Finjan’s U.S. operating business was
8 previously headquartered at 2025 Gateway Place, San Jose, California 95110.
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10 2. Palo Alto Networks is a Delaware corporation with its principal place of business at
11 4401 Great America Parkway, Santa Clara, California 95054.

JURISDICTION AND VENUE

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13 3. This action arises under the Patent Act, 35 U.S.C. § 101 *et seq.* This Court has
14 original jurisdiction over this controversy pursuant to 28 U.S.C. §§ 1331 and 1338.

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16 4. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b) and (c) and/or 1400(b).

17 5. This Court has personal jurisdiction over Defendant. Upon information and belief,
18 Defendant does business in this District and has, and continues to, infringe and/or induce the
19 infringement in this District. Defendant also markets its products primarily in and from this District.
20 Palo Alto Networks availed itself of the jurisdiction of Northern California in *Palo Alto Networks,*
21 *Inc. v. Juniper Networks, Inc.*, 5:13-cv-4510 (PSG), case. In addition, the Court has personal
22 jurisdiction over Defendant because it has established minimum contacts with the forum and the
23 exercise of jurisdiction would not offend traditional notions of fair play and substantial justice.
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INTRADISTRICT ASSIGNMENT

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2 6. Pursuant to Local Rule 3-2(c), Intellectual Property Actions are assigned on a district-
3 wide basis.

FINJAN'S INNOVATIONS

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5 7. Finjan was founded in 1997 as a wholly-owned subsidiary of Finjan Software Ltd., an
6 Israeli corporation. Finjan was a pioneer in developing proactive security technologies capable of
7 detecting previously unknown and emerging online security threats recognized today under the
8 umbrella of "malware." These technologies protect networks and endpoints by identifying suspicious
9 patterns and behaviors of content delivered over the Internet. Finjan has been awarded, and continues
10 to prosecute, numerous patents covering its innovations in the United States and around the world
11 resulting directly from Finjan's more than decade-long research, \$65 million investment, and
12 development efforts, supported by a dozen inventors.

13
14 8. Finjan built and sold software, including application programming interfaces, and
15 appliances for network security using these patented technologies. These products and customers of
16 such products continue to be supported by Finjan's licensing partners. At its height, Finjan employed
17 nearly 150 employees around the world building and selling security products and operating the
18 Malicious Code Research Center through which it frequently published research regarding network
19 security and current threats on the Internet. Finjan's pioneering approach to online security drew
20 equity investments from two major software and technology companies, the first in 2005, followed by
21 the second in 2006. Through 2009, Finjan has generated millions of dollars in product sales and
22 related services and support revenues
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25 9. Finjan's founder and original investors are still involved with and invested in the
26 company today. Currently, Finjan is a technology company applying its research, development,
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1 knowledge and experience with security technologies to working with inventors, investing in and/or
2 acquiring other technology companies, investing in a variety of research organizations including
3 security incubators, and evaluating strategic partnerships with other companies in the security space.

4 10. On October 12, 2004, U.S. Patent No. 6,804,780 (“the ‘780 Patent”), entitled
5 SYSTEM AND METHOD FOR PROTECTING A COMPUTER AND A NETWORK FROM
6 HOSTILE DOWNLOADABLES, was issued to Shlomo Touboul. A true and correct copy of the
7 ‘780 Patent is attached to this Complaint as Exhibit 1 and is incorporated by reference herein.
8

9 11. All rights, title, and interest in the ‘780 Patent have been assigned to Finjan, which is
10 the sole owner of the ‘780 Patent. Finjan has been the sole owner of the ‘780 Patent since its
11 issuance.

12 12. The ‘780 Patent is generally directed towards methods and systems for generating a
13 Downloadable ID. By generating an identification for each examined Downloadable, the system may
14 allow for the Downloadable to be recognized without reevaluation. Such recognition increases
15 efficiency while also saving valuable resources, such as memory and computing power.
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17 13. On November 15, 2005, U.S. Patent No. 6,965,968 (“the ‘968 Patent”), entitled
18 POLICY-BASED CACHING, was issued to Shlomo Touboul. A true and correct copy of the ‘968
19 Patent is attached to this Complaint as Exhibit 2 and is incorporated by reference herein.

20 14. All rights, title, and interest in the ‘968 Patent have been assigned to Finjan, who is the
21 sole owner of the ‘968 Patent. Finjan has been the sole owner of the ‘968 Patent since its issuance.
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23 15. The ‘968 Patent is generally directed towards methods and systems for enabling
24 policy-based cache management to determine if digital content is allowable relative to a policy. One
25 of the ways this is accomplished is scanning digital content to derive a content profile and
26 determining whether the digital content is allowable for a policy based on the content profile.
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1 16. On June 6, 2006, U.S. Patent No. 7,058,822 (“the ‘822 Patent”), entitled MALICIOUS
2 MOBILE CODE RUNTIME MONITORING SYSTEM AND METHODS, was issued to Yigal
3 Mordechai Edery, Nimrod Itzhak Vered, David R. Kroll, and Shlomo Touboul. A true and correct
4 copy of the ‘822 Patent is attached to this Complaint as Exhibit 3 and is incorporated by reference
5 herein.

6 17. All rights, title, and interest in the ‘822 Patent have been assigned to Finjan, who is the
7 sole owner of the ‘822 Patent. Finjan has been the sole owner of the ‘822 Patent since its issuance.
8

9 18. The ‘822 Patent is generally directed towards computer networks and more
10 particularly provides a system that protects devices connected to the Internet from undesirable
11 operations from web-based content. One of the ways this is accomplished is by determining whether
12 any part of such web-based content can be executed and then trapping such content and neutralizing
13 possible harmful effects using mobile protection code. Additionally, the system provides a way to
14 analyze such web-content to determine whether it can be executed.
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16 19. On August 26, 2008, U.S. Patent No. 7,418,731 (“the ‘731 Patent”), entitled
17 METHOD AND SYSTEM FOR CACHING AT SECURE GATEWAYS, was issued to Shlomo
18 Touboul. A true and correct copy of the ‘731 Patent is attached to this Complaint as Exhibit 4 and is
19 incorporated by reference herein.

20 20. All rights, title, and interest in the ‘731 Patent have been assigned to Finjan, who is the
21 sole owner of the ‘731 Patent. Finjan has been the sole owner of the ‘731 Patent since its issuance.
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23 21. The ‘731 Patent is generally directed towards methods and systems for enabling
24 policy-based cache management to determine if digital content is allowable relative to a policy. One
25 of the ways this is accomplished is scanning digital content to derive a content profile, including at
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1 least one computer command the content would perform, and determining whether the digital content
2 is allowable for a policy based on the content profile.

3 22. On November 3, 2009, U.S. Patent No. 7,613,918 (“the ‘918 Patent”), entitled
4 SYSTEM AND METHOD FOR ENFORCING A SECURITY CONTEXT ON A
5 DOWNLOADABLE, was issued to Yuval Ben-Itzhak. A true and correct copy of the ‘918 Patent is
6 attached to this Complaint as Exhibit 5 and is incorporated by reference herein.

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8 23. All rights, title, and interest in the ‘918 Patent have been assigned to Finjan, who is the
9 sole owner of the ‘918 Patent. Finjan has been the sole owner of the ‘918 Patent since its issuance.

10 24. The ‘918 Patent is generally directed to a system and method for enforcing a security
11 context on a Downloadable. One way this is accomplished is by making use of security contexts that
12 are associated within certain user/group computer accounts when deriving a profile for code received
13 from the Internet.

14 25. On November 3, 2009, U.S. Patent No. 7,613,926 (“the ‘926 Patent”), entitled
15 METHOD AND SYSTEM FOR PROTECTING A COMPUTER AND A NETWORK FROM
16 HOSTILE DOWNLOADABLES, was issued to Yigal Mordechai Edery, Nimrod Itzhak Vered,
17 David R. Kroll, and Shlomo Touboul. A true and correct copy of the ‘926 Patent is attached to this
18 Complaint as Exhibit 6 and is incorporated by reference herein.

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20 26. All rights, title, and interest in the ‘926 Patent have been assigned to Finjan, which is
21 the sole owner of the ‘926 Patent. Finjan has been the sole owner of the ‘926 Patent since its
22 issuance.

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24 27. The ‘926 Patent generally covers a method and system for protecting a computer and a
25 network from hostile downloadables. The claims generally cover performing hashing on a
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1 downloadable in order to generate a downloadable ID, retrieving security profile data, and
2 transmitting an appended downloadable.

3 28. On January 12, 2010, U.S. Patent No. 7,647,633 (“the ‘633 Patent”), entitled
4 MALICIOUS MOBILE CODE RUNTIME MONITORING SYSTEM AND METHODS, was issued
5 to Yigal Mordechai Edery, Nimrod Itzhak Vered, David R. Kroll, and Shlomo Touboul. A true and
6 correct copy of the ‘633 Patent is attached to this Complaint as Exhibit 7 and is incorporated by
7 reference herein.
8

9 29. All rights, title, and interest in the ‘633 Patent have been assigned to Finjan, who is the
10 sole owner of the ‘633 Patent. Finjan has been the sole owner of the ‘633 Patent since its issuance.

11 30. The ‘633 Patent is generally directed towards computer networks, and more
12 particularly, provides a system that protects devices connected to the Internet from undesirable
13 operations from web-based content. One of the ways this is accomplished is by determining whether
14 any part of such web-based content can be executed and then trapping such content and neutralizing
15 possible harmful effects using mobile protection code.
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17 31. On March 20, 2012, U.S. Patent No. 8,141,154 (“the ‘154 Patent”), entitled SYSTEM
18 AND METHOD FOR INSPECTING DYNAMICALLY GENERATED EXECUTABLE CODE, was
19 issued to David Gruzman and Yuval Ben-Itzhak. A true and correct copy of the ‘154 Patent is
20 attached to this Complaint as Exhibit 8 and is incorporated by reference herein.

21 32. All rights, title, and interest in the ‘154 Patent have been assigned to Finjan, who is the
22 sole owner of the ‘154 Patent. Finjan has been the sole owner of the ‘154 Patent since its issuance.
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24 33. The ‘154 Patent is generally directed towards a gateway computer for protecting a
25 client computer from dynamically generated malicious content. One way this is accomplished is to
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1 use a content processor to process a first function and invoke a second function if a security computer
2 indicates that it is safe to invoke the second function.

3 34. On July 17, 2012, U.S. Patent No. 8,225,408 (“the ‘408 Patent”), entitled METHOD
4 AND SYSTEM FOR ADAPTIVE RULE-BASED CONTENT SCANNERS, was issued to Moshe
5 Rubin, Moshe Matitya, Artem Melnick, Shlomo Touboul, Alexander Yermakov, and Amit Shaked.
6 A true and correct copy of the ‘408 Patent is attached to this Complaint as Exhibit 9 and is
7 incorporated by reference herein.
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9 35. All rights, title, and interest in the ‘408 Patent have been assigned to Finjan, who is the
10 sole owner of the ‘408 Patent. Finjan has been the sole owner of the ‘408 Patent since its issuance.

11 36. The ‘408 Patent is generally directed towards network security and, in particular, rule-
12 based scanning of web-based content for a variety of exploits written in different programming
13 languages. One of the ways this is accomplished is by expressing the exploits as patterns of tokens.
14 Additionally, the system provides a way to analyze these exploits by using a parse tree.
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16 37. On March 18, 2014, U.S. Patent No. 8,677,494 (“the ‘494 Patent”), entitled
17 MALICIOUS MOBILE CODE RUNTIME MONITORING SYSTEM AND METHODS, was issued
18 to Yigal Mordechai Edery, Nimrod Itzhak Vered, David R. Kroll, and Shlomo Touboul. A true and
19 correct copy of the ‘494 Patent is attached to this Complaint as Exhibit 10 and is incorporated by
20 reference herein.

21 38. All rights, title, and interest in the ‘494 Patent have been assigned to Finjan, who is the
22 sole owner of the ‘494 Patent. Finjan has been the sole owner of the ‘494 Patent since its issuance.
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24 39. The ‘494 Patent is generally directed towards a method and system for deriving
25 security profiles and storing the security profiles. The claims generally cover deriving a security
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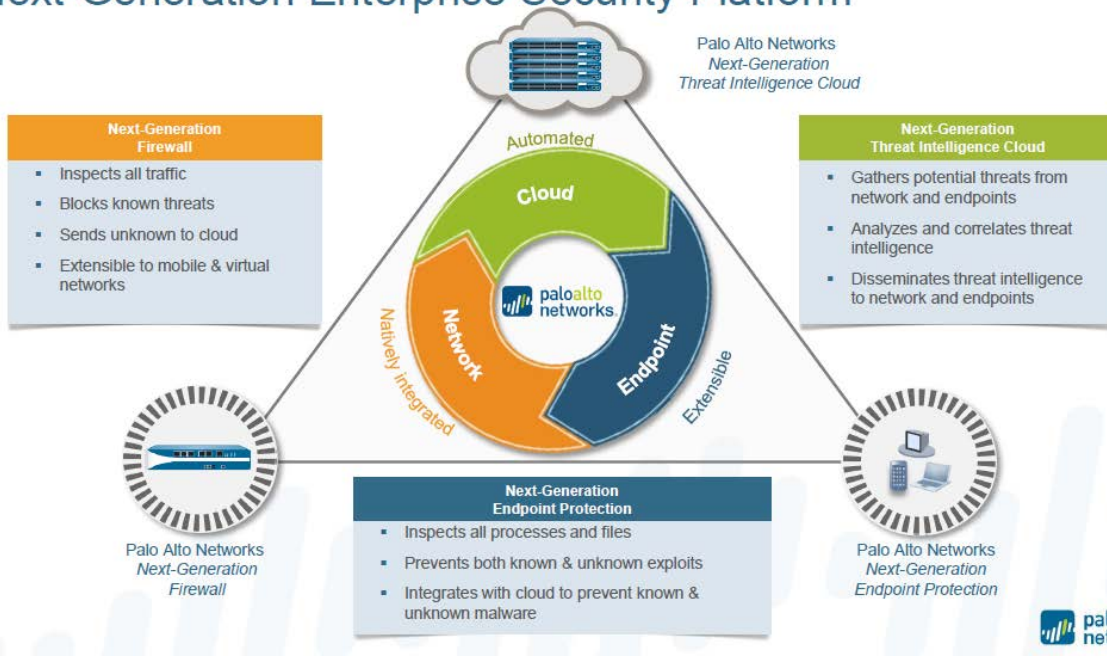
1 profile for a downloadable, which includes a list of suspicious computer operations, and storing the
2 security profile in a database.

3 PALO ALTO NETWORKS

4 40. Palo Alto Networks makes, uses, sells, offers for sale, and/or imports into the United
5 States and this District products and services that utilize the Next Generation Enterprise Security
6 Platform, App-ID, User-ID, Content-ID, WildFire, Next-Generation Intelligence Cloud, and Targeted
7 Remote Attack Prevention System (“TRAPS” also spelled as “Traps”), including but not limited to,
8 Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
9 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and
10 Advanced EndPoint Protection.
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12 41. Palo Alto Networks’ products fall under the umbrella of Next-Generation Security
13 Platform, which is also known as Next-Generation Enterprise Security Platform. This Next-
14 Generation Security Platform is an ecosystem consisting of four segments of products including
15 Cloud, Network, Security Subscriptions, and Endpoint. The Cloud segment consists of WildFire,
16 Palo Alto Network Next-Generation Threat Intelligence Cloud, WildFire Cloud, or Wild Fire Next-
17 Generation Threat Intelligence Cloud and is integrated into all Palo Alto Networks security products.
18 The Network segment consists of the Next-Generation Firewall and Virtualized Firewall products.
19 The Subscription segment consists of Threat Prevention, URL Filtering, Global Protect and WildFire
20 Subscription. The Endpoint segment consists of the Advanced Endpoint Protection products. Shown
21 below is a diagram of Palo Alto Networks Next-Generation Security platform:
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Next-Generation Enterprise Security Platform



<http://investors.paloaltonetworks.com/phoenix.zhtml?c=251350&p=irol-irhome> (attached as Exhibit 41).

42. In addition to the Next-Generation Threat Intelligence Cloud technology Palo Alto Networks Next Generation Firewall Technology consists of App-ID, User-ID, Content-ID, and WildFire.

43. App-ID identifies applications that traverse a network which is the first task that Palo Alto Networks Next-Generation Firewall executes. App-ID can use up to four different techniques to identify the application. These include application signatures, SSL and SSH Decryption, Application Protocol Decoding, and Heuristics. When traffic first enters the network, App-ID applies an initial policy check based on IP protocol and port. Signatures are then applied to the traffic to identify the application based on application properties and related transaction characteristics. If the traffic is encrypted and a decryption policy is in place, the application is first decrypted, then application signatures are applied. Additional context-based signature analyses is then performed to identify

1 known protocols that may be hiding other applications. Encrypted traffic that was decrypted is then
2 re-encrypted before being sent back into the network. For evasive applications that cannot be
3 identified through advanced signature and protocol analysis, heuristics or behavioral analyses are
4 used to determine the identity of the application. When an application is accurately identified during
5 this series of successive techniques, the policy check determines how to treat the application and
6 associated functions. The policy check can block the application, allow it and scan for threats, inspect
7 it for unauthorized file transfer and data patterns, or shape its use of network resources by applying a
8 quality-of-service policy. *See* [https://www.paloaltonetworks.com/resources/techbriefs/app-id-tech-](https://www.paloaltonetworks.com/resources/techbriefs/app-id-tech-brief.html)
9 [brief.html](https://www.paloaltonetworks.com/resources/techbriefs/app-id-tech-brief.html), (attached as Exhibit 11) and Palo Alto Networks Form 10-K at 5-6 (attached as Exhibit
10 12).

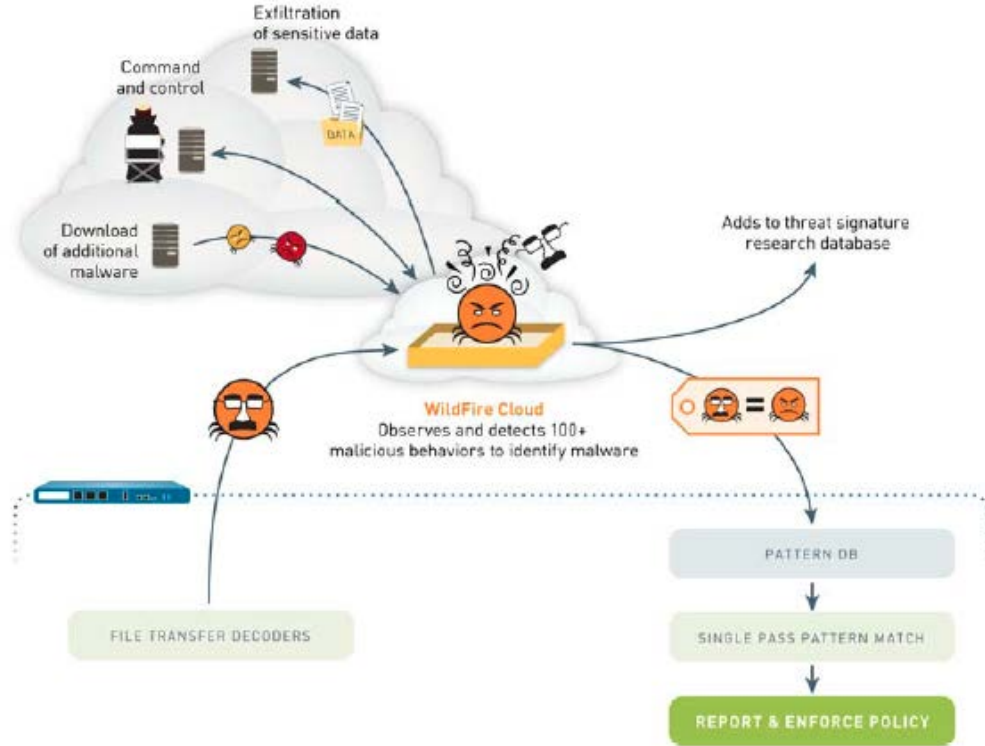
11
12 44. User-ID integrates with directories and terminal service to identify users and groups
13 and ties them to policies. Different events can be used to map the user's identity which include, but
14 are not limited to, authentication events, user authentication, terminal services monitoring, client
15 probing, directory services and XML Application Programming Interface. User-ID agent
16 communicates with the domain controllers, directories, or supported enterprise applications, mapping
17 information such as user, role, and current IP address to the firewall, making the policy integration
18 transparent. In cases where user repository information does not include the current IP address of the
19 user, a transparent, captive portal authentication or challenge/response mechanism can be used to tie
20 users to the security policy. In cases where a user repository or application is in place that already has
21 knowledge of users and their current IP address, a standards-based application programming interface
22 can be used to tie the repository to its platform. *See*
23 <https://www.paloaltonetworks.com/resources/techbriefs/user-id-tech-brief.html> (attached as Exhibit
24 13); Palo Alto Networks Form 10-K at 5-6 (attached as Exhibit 12).
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1 45. Content ID is a collection of technologies that enable multiple Palo Alto Networks
2 subscription services. Content ID combines a Threat Prevention engine, URL filtering, and file and
3 data filtering. The Threat Prevention engine is mainly comprised of anti-malware/anti-spyware and
4 an Intrusion Protection System (“IPS”). The anti-malware will scan a packet when it is first received
5 looking for a variety of executables, PDF files, HTML, and JavaScript viruses. The anti-spyware will
6 also block attempt from spyware trying phone-home or beacon out to external command and control
7 servers. There are various levels of protection than can be applied to the spyware security policy.
8 Threat Prevention may also be combined with the cloud based WildFire engine to additionally detect
9 unknown and targeted malware that may have no known signatures. The IPS protects against
10 vulnerability exploits, buffer overflows, DoS attacks and port scans. IPS portion of Threat Prevention
11 has protocol decoders and anomaly detection, stateful pattern matching, statistical anomaly detection,
12 heuristic-based analysis, invalid or malformed packet detection, IP defragmentation and TCP
13 reassembly, and custom vulnerability and spyware phone-home signatures. *See*
14 <https://www.paloaltonetworks.com/resources/techbriefs/content-id-tech-brief.html> (attached as
15 Exhibit 14) and Getting Started Guide PAN-OSv5.0_revC.pdf (attached as Exhibit 15).
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18 46. Wildfire is Palo Alto Networks’ cloud-based protection feature that is sold on a
19 subscription basis and is also the name for a technology that benefits nearly all the Palo Alto
20 Networks products. Wildfire can also be known as WildFire Next-Generation Threat Intelligence
21 Cloud or just Next-Generation Threat Intelligence Cloud. Wildfire may also be platform based in
22 lieu of cloud based which utilizes the WF-500 appliance.
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24 47. One function of Wildfire is to identify malware by observing the behavior of the
25 suspect file instead of relying solely on pre-existing signatures. Palo Alto Networks’ firewalls are
26 configured to send files to Wildfire based on the policy. Whenever a file is transferred over a session
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1 that matches a security rule with a forwarding profile, the firewall checks with WildFire to see if the
2 file is new. If the file is new, the firewall automatically forwards the file to WildFire, even if it is
3 contained within a ZIP file or over compressed HTTP. The firewall can also be configured to
4 forward files inside of decrypted SSL sessions. When WildFire receives the file, it analyzes it in its
5 virtualized sandbox to determine if the file exhibits signs of malicious behaviors, changes to browser
6 security settings, injection of code into other processes, modification of files in the Windows system
7 folder, or domains that the sample may have visited. Once WildFire completes the analyses, detailed
8 forensics report is generated that summarizes the activities performed by the sample on the host and
9 the network and automatically assigns a verdict of malware or benign. In addition, when the
10 WildFire engine identifies a sample as malware, it passes it to the WildFire signature generator,
11 which automatically generates a signature based on the malware payload of the sample. WildFire is
12 also part of the WildFire Next-Generation Threat Intelligence Cloud's intelligence which informs the
13 protections of Palo Alto Networks other security services for all customers. *See*
14 [https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/white-
16 papers/whitepaper-wildfire.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/white-
15 papers/whitepaper-wildfire.pdf) (attached as Exhibit 16). Shown below is a diagram depicting the
17 WildFire cloud:
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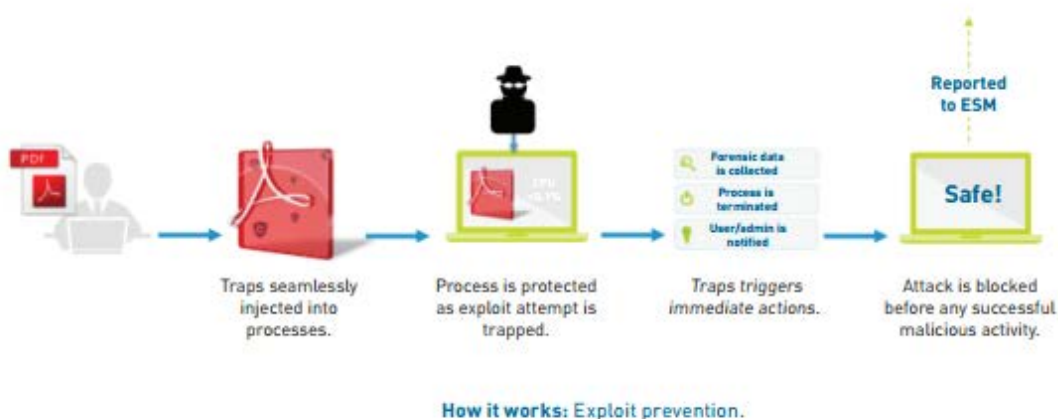
https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/white-papers/threat-visibility-for-government-networks.pdf (attached as Exhibit 17).

48. Palo Alto Networks deploys the REST Management Application Programming Interface. The XML-based REST Application Programming Interface is provided as a web service that is implemented using HTTP/HTTPS requests and responses. The Application Programming Interface allows access to several types of data in order to be integrated with and used in other systems. The different Application Programming Interface requests that can be done are Key Generation, Device Configuration, Operational Commands, Commit Configuration, Reporting, Exporting files, Importing files, Retrieving logs, and Set or Get User-ID mapping. The User-ID Application Programming Interface /Mapping allows one to import user data for external sources. This can include user defined scripts as well as partner integrations. *See*

1 <https://live.paloaltonetworks.com/docs/DOC-4126> (attached as Exhibit 18) and

2 <https://live.paloaltonetworks.com/docs/DOC-5939> (attached as Exhibit 19).

3 49. Targeted Remote Attack Prevention System (“TRAPS” also spelled as “Traps”) in
 4 Advanced Endpoint Protection protects endpoint through the use a series of exploit prevention
 5 modules aimed at mitigating and blocking different exploit techniques. When an application is
 6 opened, TRAPS injects prevention modules into the process. The TRAPS will also collect detailed
 7 forensics and report that information. TRAPS will also query the WildFire threat cloud with a hash
 8 to determine if the file is malicious, benign, or unknown within the global threat community. Shown
 9 below is a flow chart of the process TRAPS uses:
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19 <https://www.paloaltonetworks.com/resources/datasheets/endpoint-protection.html> (attached as
 20 Exhibit 20).

21 50. Further, as stated in Palo Alto Networks SEC filings, TRAPS is technology that Palo
 22 Alto Networks acquired from the company, Cyvera Ltd. (“Cyvera”). Palo Alto Networks completed
 23 an acquisition of Cyvera on April 9, 2014 for approximately \$177,647,000 in cash and stock. Palo
 24 Alto Networks has been and is currently integrating Cyvera’s technology into its own product lines,
 25 including those mentioned above.
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1 <http://investors.paloaltonetworks.com/phoenix.zhtml?c=251350&p=irol-sec> (attached as Exhibit 21)
2 and <http://investors.paloaltonetworks.com/phoenix.zhtml?c=251350&p=irol-irhome> (attached as
3 Exhibit 41).

4 **PALO ALTO NETWORKS' INFRINGEMENT OF FINJAN'S PATENTS**

5 51. Defendant has been and is now infringing the '780 Patent, the '968 Patent, the '822
6 Patent, the '731 Patent, the '918 Patent, the '926 Patent, the '633 Patent, the '154 Patent, the '408
7 Patent, and the '494 Patent (collectively "the Patents-In-Suit") in this judicial District, and elsewhere
8 in the United States by, among other things, making, using, importing, selling, and/or offering for sale
9 the claimed system and methods on the Next-Generation Security Platform, Next-Generation
10 Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering
11 Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection.

12 52. In addition to directly infringing the Patents-In-Suit pursuant to 35 U.S.C. § 271(a),
13 either literally or under the doctrine of equivalents, or both, Defendant indirectly infringes all the
14 Patents-In-Suit except the '154 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing and/or
15 requiring others, including its users and developers, to perform all or some of the steps of the method
16 claims, either literally or under the doctrine of equivalents, or both, of the Patents-In-Suit.
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19 **COUNT I**

20 **(Direct Infringement of the '780 Patent pursuant to 35 U.S.C. § 271(a))**

21 53. Finjan repeats, realleges, and incorporates by reference, as if fully set forth herein, the
22 allegations of the preceding paragraphs, as set forth above.

23 54. Defendant has infringed and continues to infringe one or more claims of the '780
24 Patent in violation of 35 U.S.C. § 271(a).

25 55. Defendant's infringement is based upon literal infringement or infringement under the
26 doctrine of equivalents, or both.
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1 56. Defendant’s acts of making, using, importing, selling, and/or offering for sale infringing
2 products and services have been without the permission, consent, authorization, or license of Finjan.

3 57. Defendant’s infringement includes, but is not limited to, the manufacture, use, sale,
4 importation and/or offer for sale of Defendant’s products and services, including, but not limited to,
5 the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
6 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and
7 Advanced EndPoint Protection, and which embody the patented invention of the ‘780 Patent.
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9 58. As a result of Defendant’s unlawful activities, Finjan has suffered and will continue to
10 suffer irreparable harm for which there is no adequate remedy at law. Accordingly, Finjan is entitled
11 to preliminary and/or permanent injunctive relief.

12 59. Defendant’s infringement of the ‘780 Patent has injured and continues to injure Finjan
13 in an amount to be proven at trial.

14 60. Defendant is well aware of Finjan’s patents, including the ‘780 Patent, and has
15 continued its infringing activity despite this knowledge. Finjan informed Defendant of its
16 infringement of the ‘780 Patent on or about October 4, 2013, and provided a representative claim
17 chart specifically identifying how Defendant’s products and services infringe. Finjan attempted
18 unsuccessfully to actively engage in good faith negotiations for over a year with Defendant regarding
19 Finjan’s patent portfolio, including providing additional representative claim charts for different
20 patents and identifying Defendant’s infringement. Further, Finjan met via teleconference with
21 Defendant’s Director of Intellectual Property Strategy, Michael Ritter, on September 26, 2014, to
22 engage in a technical discussion regarding infringement of Defendant’s products and services.
23 Despite knowledge of Finjan’s patent portfolio, being provided representative claim charts of several
24 Finjan patents, including the ‘780 Patent, and engaging in a technical meeting regarding infringement
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1 of Defendant’s products and services, Defendant has refused to enter into good faith discussions with
2 Finjan, in complete disregard of Finjan’s patent rights, and has sold and continues to sell the accused
3 products and services. As such, Defendant has acted recklessly and continues to willfully, wantonly,
4 and deliberately engage in acts of infringement of the ‘780 Patent, justifying an award to Finjan of
5 increased damages under 35 U.S.C. § 284, and attorneys’ fees and costs incurred under 35 U.S.C. §
6 285.

7
8 **COUNT II**

9 **(Indirect Infringement of the ‘780 Patent pursuant to 35 U.S.C. § 271(b))**

10 61. Finjan repeats, realleges, and incorporates by reference, as if fully set forth herein, the
11 allegations of the preceding paragraphs, as set forth above.

12 62. Defendant has induced and continues to induce infringement of at least claims 1-8 and
13 16 of the ‘780 Patent under 35 U.S.C. § 271(b).

14 63. In addition to directly infringing the ‘780 Patent, Defendant indirectly infringes the
15 ‘780 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing and/or requiring others, including
16 but not limited to its customers, users and developers, to perform one or more of the steps of the
17 method claims, either literally or under the doctrine of equivalents, of the ‘780 Patent, where all the
18 steps of the method claims are performed by either Palo Alto Networks, its customers, users or
19 developers, or some combination thereof. Defendant knew or was willfully blind to the fact that it
20 was inducing others, including customers, users and developers, to infringe by practicing, either
21 themselves or in conjunction with Defendant, one or more method claims of the ‘780 Patent.

22 64. Defendant knowingly and actively aided and abetted the direct infringement of the
23 ‘780 Patent by instructing and encouraging its customers, users and developers to use Next-
24 Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription,
25 WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced
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1 EndPoint Protection. Such instructions and encouragement include, but are not limited to, advising
2 third parties to use the Next-Generation Security Platform, Next-Generation Firewall, Virtualized
3 Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
4 Subscription, or Advanced EndPoint Protection in an infringing manner, providing a mechanism
5 through which third parties may infringe the '780 Patent, specifically through the use of the Next-
6 Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription,
7 WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced
8 EndPoint Protection, advertising and promoting the use of the Next-Generation Security Platform,
9 Next-Generation Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL
10 Filtering Subscription, Threat Prevention Subscription, or Advanced EndPoint Protection in an
11 infringing manner, and distributing guidelines and instructions to third parties on how to use the
12 Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
13 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, or
14 Advanced EndPoint Protection in an infringing manner.
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17 65. Palo Alto Networks provides detailed instructions to its customers and users regarding
18 all aspects of the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall,
19 WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
20 Subscription, and Advanced EndPoint Protection. These instructions can be found at
21 <https://www.paloaltonetworks.com/customers.html> (attached as Exhibit 31).
22

23 66. Palo Alto Networks itself and through its authorized partners regularly provide class-
24 room style training, demonstrations, and certification programs to help users use the Next-Generation
25 Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription, WildFire
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1 Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced EndPoint
2 Protection, including the following:

3 • Palo Alto Networks Essentials 1, where “[s]uccessful completion of this three-
4 day, instructor led course will enable the student to install, configure, and manage the entire
line of Palo Alto Networks Next-Generation firewalls.”

5 [https://www.paloaltonetworks.com/content/dam/paloaltonetworks-
6 com/en_US/assets/pdf/datasheets/education/5.0-essentials-1.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/datasheets/education/5.0-essentials-1.pdf) (attached as Exhibit 22);

7 • Palo Alto Network Essentials 2, which “Firewall Management expands on 201
8 course topics, while introducing many new features and functions of Palo Alto Networks
Next-Generation firewalls.”

9 [https://www.paloaltonetworks.com/content/dam/paloaltonetworks-
10 com/en_US/assets/pdf/datasheets/education/5.0-essentials-2.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/datasheets/education/5.0-essentials-2.pdf) (attached as Exhibit 23);

11 • Accredited Configuration Engineer (“ACE”), where “[t]he primary goal of the
ACE exam is to serve as an objective indication of your ability to configure Palo Alto
12 Networks firewalls using the PAN-OS.”

13 <https://www.paloaltonetworks.com/services/education/ace.html> (attached as Exhibit 24);

14 • Certified Network Security Engineer (“CNSE”) exam and study materials which
15 upon successful passing indicate an in-depth engineering level knowledge of how to install,
16 configure, and implement Palo Alto Network products. The study materials consist of 32
technical documents which cover detailed aspects of the Palo Alto Networks Next-
17 Generation Firewall. <https://www.paloaltonetworks.com/services/education/cnse.html>
(attached as Exhibit 25);

18 67. Palo Alto Networks also offers a range of consulting services where “[e]xperienced
19 consultants from Palo Alto Networks provide on-site personalized assistance to create the optimal
20 implementation for your business.” *See*

21 [https://www.paloaltonetworks.com/content/dam/paloaltonetworks-
22 com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf) (attached as Exhibit 26).

23 68. The consulting services further provide for employee and customer testing, setup and
24 running the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall,
25 WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
26 Subscription, and Advanced EndPoint Protection including the following:
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1 • Remote Installation of Software where Palo Alto Networks “offer(s) Remote
2 Install with Baseline Threat Protection . . . to quickly (and properly) install the next-
3 generation firewall.” [https://www.paloaltonetworks.com/content/dam/paloaltonetworks-
4 com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf) (attached as
5 Exhibit 26);

6 • Palo Alto Networks also offers “experienced consultants will apply their
7 extensive knowledge of Palo Alto Networks next-generation firewalls and best practices to
8 identify recommended changes.”
9 [https://www.paloaltonetworks.com/content/dam/paloaltonetworks-
10 com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf) (attached as
11 Exhibit 26).

12 69. Palo Alto Networks provides on-demand video demonstrations on how to configure
13 and use the Next-Generation Firewall and Virtualized Firewalls.

14 <https://www.paloaltonetworks.com/resources/demos/ngfw-overview-and-demo.html> (attached as
15 Exhibit 27).

16 70. Palo Alto Networks provides technical documentation, administrators guides,
17 hardware guides, and getting started guides. These documents instruct users on ways to configure
18 and operate the Next-Generation Firewalls and Virtualized Firewalls.

19 <https://live.paloaltonetworks.com/community/documentation> (attached as Exhibit 28).

20 71. Palo Alto Networks provides the webcast “Threat Review Series: Combining the
21 Power of App-ID with Wildfire.” This webcast discusses how users should leverage the App-ID
22 technology with WildFire in order to get heightened protection against malware.

23 [https://www.paloaltonetworks.com/resources/webcasts/trs-combining-the-power-of-app-id-with-
24 wildfire.html](https://www.paloaltonetworks.com/resources/webcasts/trs-combining-the-power-of-app-id-with-wildfire.html) (attached as Exhibit 29).

25 72. Palo Alto Networks includes the XML-based REST Application Programming
26 Interface in PAN-OS. The Application Programming Interface allows access to several types of data
27 by third parties. This data can be integrated and used in other systems such as User-ID Application
28

1 Programming Interface partnering with third parties. [https://live.paloaltonetworks.com/docs/DOC-](https://live.paloaltonetworks.com/docs/DOC-5939)
2 [5939](https://live.paloaltonetworks.com/docs/DOC-5939) (attached as Exhibit 19).

3 73. Defendant is well aware of Finjan’s patents, including the ‘780 Patent, and has
4 continued its infringing activity despite this knowledge. Finjan informed Defendant of its
5 infringement of the ‘780 Patent on or about October 4, 2013, and provided a representative claim
6 chart specifically identifying how Defendant’s products and services infringe. Finjan attempted
7 unsuccessfully to actively engage in good faith negotiations for over a year with Defendant regarding
8 Finjan’s patent portfolio, including providing additional representative claim charts for different
9 patents and identifying Defendant’s infringement. Further, Finjan met via teleconference with
10 Defendant’s Direct of Intellectual Property Strategy, Michael Ritter, on September 26, 2014, to
11 engage in a technical discussion regarding infringement of Defendant’s products and services.
12 Despite knowledge of Finjan’s patent portfolio, being provided representative claim charts of several
13 Finjan patents, including of the ‘780 Patent, and engaging in a technical meeting regarding
14 infringement of Defendant’s products and services, Defendant has refused to enter into good faith
15 discussions with Finjan, in complete disregard of Finjan’s patent rights, and has sold and continues to
16 sell the accused products and services. As such, Defendant has acted recklessly and continues to
17 willfully, wantonly, and deliberately engage in acts of infringement of the ‘780 Patent, justifying an
18 award to Finjan of increased damages under 35 U.S.C. § 284, and attorneys’ fees and costs incurred
19 under 35 U.S.C. § 285.
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22 74. Defendant has had knowledge of the ’780 Patent at least as of October 4, 2013, and by
23 continuing the actions described above, has had the specific intent to or was willfully blind to the fact
24 that its actions would induce infringement of the ‘780 Patent.
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1 75. Palo Alto Networks actively and intentionally maintains websites, including Palo Alto
 2 Networks Services and its ancillary components Solution Assurance, Education, Support and
 3 Consulting, to promote the Next-Generation Security Platform, Next-Generation Firewall, Virtualized
 4 Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
 5 Subscription, and Advanced EndPoint Protection, and to encourage potential customers, users and
 6 developers to use the Next-Generation Security Platform, Next-Generation Firewall, Virtualized
 7 Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
 8 Subscription, and Advanced EndPoint Protection in the manner described by Finjan.
 9 <https://www.paloaltonetworks.com/services.html> (attached as Exhibit 30).
 10

11 76. Palo Alto Networks actively updates its websites, including Palo Alto Networks
 12 Services and its ancillary components Solution Assurance, Education, Support, and Consulting, to
 13 promote the Palo Alto Next-Generation Security Platform, Next-Generation Firewall, Virtualized
 14 Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
 15 Subscription, and Advanced EndPoint Protection, including Wildfire and Next-Generation Threat
 16 Intelligence Cloud, to encourage customers, users and developers to practice the methods claimed in
 17 the ‘780 Patent. See <https://www.paloaltonetworks.com/services.html> (attached as Exhibit 30).
 18

19 **COUNT III**
 20 **(Direct Infringement of the ‘968 Patent pursuant to 35 U.S.C. § 271(a))**

21 77. Finjan repeats, realleges, and incorporates by reference, as if fully set forth herein, the
 22 allegations of the preceding paragraphs, as set forth above.

23 78. Defendant has infringed and continues to infringe one or more claims of the ‘968
 24 Patent in violation of 35 U.S.C. § 271(a).

25 79. Defendant’s infringement is based upon literal infringement or infringement under the
 26 doctrine of equivalents, or both.
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1 80. Defendant's acts of making, using, importing, selling, and/or offering for sale infringing
2 products and services have been without the permission, consent, authorization, or license of Finjan.

3 81. Defendant's infringement includes, but is not limited to, the manufacture, use, sale,
4 importation and/or offer for sale of Defendant's products and services, including but not limited to
5 the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
6 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and
7 Advanced EndPoint Protection, which embody the patented invention of the '968 Patent.
8

9 82. As a result of Defendant's unlawful activities, Finjan has suffered and will continue to
10 suffer irreparable harm for which there is no adequate remedy at law. Accordingly, Finjan is entitled
11 to preliminary and/or permanent injunctive relief.

12 83. Defendant's infringement of the '968 Patent has injured and continues to injure Finjan
13 in an amount to be proven at trial.

14 84. Defendant is well aware of Finjan's patents, including the '968 Patent, and has
15 continued its infringing activity despite this knowledge. Finjan informed Defendant of its
16 infringement of Finjan's '968 Patent on or about June 5, 2014 and provided a representative claim
17 chart specifically identifying how Defendant's products and services infringe. Finjan actively sought
18 to engage in good faith negotiations several times since providing Defendant with the '968 Patent
19 claim chart. Further, Finjan met via telephone conference with Defendant's Director of Intellectual
20 Property Strategy Michael Ritter on September 26, 2014, to engage in a technical discussion
21 regarding infringement of Defendant's products and services. Despite knowledge of Finjan's patent
22 portfolio, being provided representative claim charts of several Finjan patents, including of the '968
23 Patent, and engaging in a technical meeting regarding infringement of Defendant's products and
24 services, Defendant has refused to enter into good faith discussion with Finjan, in complete disregard
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1 of Finjan’s patent rights, and has sold and continues to sell the accused products and services. As
2 such, Defendant has acted recklessly and continues to willfully, wantonly, and deliberately engage in
3 acts of infringement of the ‘968 Patent, justifying an award to Finjan of increased damages under 35
4 U.S.C. § 284, and attorneys’ fees and costs incurred under 35 U.S.C. § 285.

5
6 **COUNT IV**
(Indirect Infringement of the ‘968 Patent pursuant to 35 U.S.C. § 271(b))

7 85. Finjan repeats, realleges, and incorporates by reference, as if fully set forth herein, the
8 allegations of the preceding paragraphs, as set forth above.

9 86. Defendant has induced and continues to induce infringement of at least claims 13-22
10 and 25-31 of the ‘968 Patent under 35 U.S.C. § 271(b).

11 87. In addition to directly infringing the ‘968 Patent, Defendant indirectly infringes the
12 ‘968 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing and/or requiring others, including
13 but not limited to its customers, users, and developers, to perform one or more of the steps of the
14 method claims, either literally or under the doctrine of equivalents, of the ‘968 Patent, where all the
15 steps of the method claims are performed by either Palo Alto Networks, its customers, users or
16 developers, or some combination thereof. Defendant knew or was willfully blind to the fact that it
17 was inducing others, including customers, users, and developers, to infringe by practicing, either
18 themselves or in conjunction with Defendant, one or more method claims of the ‘968 Patent.

19 88. Defendant knowingly and actively aided and abetted the direct infringement of the
20 ‘968 Patent by instructing and encouraging its customers, users and developers to use the Next-
21 Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription,
22 WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced
23 EndPoint Protection. Such instructions and encouragement include, but are not limited to, advising
24 third parties to use the Next-Generation Security Platform, Next-Generation Firewall, Virtualized
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1 Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
2 Subscription, and Advanced EndPoint Protection in an infringing manner, providing a mechanism
3 through which third parties may infringe the '968 Patent, specifically through the use of the Next-
4 Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription,
5 WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, or Advanced
6 EndPoint Protection; advertising and promoting the use of the Next-Generation Security Platform,
7 Next-Generation Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL
8 Filtering Subscription, Threat Prevention Subscription, or Advanced EndPoint Protection in an
9 infringing manner, and distributing guidelines and instructions to third parties on how to use the
10 Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
11 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, or
12 Advanced EndPoint Protection in an infringing manner.
13

14 89. Palo Alto Networks provides detailed instructions to its customers and users regarding
15 all aspects of Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall,
16 WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
17 Subscription, and Advanced EndPoint Protection including, but not limited to, Policy Control, on-
18 device cache, AppID ContentID and UserID. These instructions can be found at
19 <https://www.paloaltonetworks.com/customers.html> (attached as Exhibit 31).
20

21 90. Palo Alto Networks provides on-demand video demonstrations on how to configure
22 and use the Next-Generation Firewall and Virtualized Firewall.
23 <https://www.paloaltonetworks.com/resources/demos/ngfw-overview-and-demo.html> (attached as
24 Exhibit 27).
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1 91. Palo Alto Networks provides technical documentation, administrators guides,
2 hardware guides and getting started guides. These documents instruct users on ways to configure and
3 operate the Next-Generation Firewall and Virtualized Firewall.

4 <https://live.paloaltonetworks.com/community/documentation> (attached as Exhibit 28). These
5 documents include:

6

- 7 • The “Next-Generation Firewalls for Dummies” guide. This guide gives a
8 background to the threat landscape, the challenges of the current threat landscape, in-depth
9 discussion on how Next-Generation Firewalls addresses current threat, and then how to
10 deploy and safely enable the Next-Generation Firewalls in one’s organization.

11 [https://www.paloaltonetworks.com/content/dam/paloaltonetworks-](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/education/NGFW_dummies.pdf)
12 [com/en_US/assets/pdf/education/NGFW_dummies.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/education/NGFW_dummies.pdf) (attached as Exhibit 32);

13

- 14 • The “Getting Started Guide” for PAN-OS 5.0. This guide provides details on
15 how to active Threat Prevention, URL Filtering, Global Protect and other services. The
16 guide also instructs user how to set the security profiles for Threat Prevention including
17 Content-ID and WildFire. <https://live.paloaltonetworks.com/docs/DOC-4214> (attached as
18 Exhibit 15).

19 92. Palo Alto Networks publishes and provides videos to its customer, including
20 “Application Visibility and Control.” This guide provides how to use the application visibility more
21 effectively. [https://www.paloaltonetworks.com/resources/demos/application-visibility-and-](https://www.paloaltonetworks.com/resources/demos/application-visibility-and-control.html)
22 [control.html](https://www.paloaltonetworks.com/resources/demos/application-visibility-and-control.html) (attached as Exhibit 33).

23 93. Palo Alto Networks publishes and provides to its customers the “Threat Prevention
24 Deployment Tech Note.” This guide provides instructs user on how to configure and implement
25 App-ID, Content-ID, File Blocking, URL Filtering, and other Palo Alto Networks technology.

26 <https://live.paloaltonetworks.com/docs/DOC-3094> (attached as Exhibit 34).

27 94. Palo Alto Networks provides the functionalities of policy control and promotes the use
28 of policy control on its website. [https://www.paloaltonetworks.com/products/features/policy-](https://www.paloaltonetworks.com/products/features/policy-control.html)
[control.html](https://www.paloaltonetworks.com/products/features/policy-control.html) (attached as Exhibit 35).

1 95. Defendant is well aware of Finjan’s patents, including the ‘968 Patent, and has
2 continued its infringing activity despite this knowledge. Finjan informed Defendant of its
3 infringement of Finjan’s ‘968 Patent on or about June 5, 2014 and provided a representative claim
4 chart specifically identifying how Defendant’s products and services infringe. Finjan actively sought
5 to engage in good faith negotiations several time since providing Defendant with the ‘968 Patent
6 claim chart. Further, Finjan met via telephone conference with Defendant’s Director of Intellectual
7 Property Strategy Michael Ritter on September 26, 2014, to engage in a technical discussion
8 regarding infringement of Defendant’s products and services. Despite knowledge of Finjan’s patent
9 portfolio, being provided representative claim charts of several Finjan patents, including of the ‘968
10 Patent, and engaging in a technical meeting regarding infringement of Defendant’s products and
11 services, Defendant has refused to enter into good faith discussions with Finjan, in complete
12 disregard of Finjan’s patent rights, and has sold and continues to sell the accused products and
13 services. As such, Defendant has acted recklessly and continues to willfully, wantonly, and
14 deliberately engage in acts of infringement of the ‘968 Patent, justifying an award to Finjan of
15 increased damages under 35 U.S.C. § 284, and attorneys’ fees and costs incurred under 35 U.S.C. §
16 285.
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19 96. Defendant has had knowledge of the ‘968 Patent at least as of June 5, 2014 and by
20 continuing the actions described above, has had the specific intent to or was willfully blind to the fact
21 that its actions would induce infringement of the ‘968 Patent.
22

23 97. Palo Alto Networks actively and intentionally maintains websites, including Palo Alto
24 Networks Services and its ancillary components Solution Assurance, Education, Support and
25 Consulting, to promote the Palo Alto Networks Next-Generation Security Platform, Next-Generation
26 Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering
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1 Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection and to encourage
2 potential customers, users and developers to use the Next-Generation Security Platform, Next-
3 Generation Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering
4 Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection in the manner
5 described by Finjan. <https://www.paloaltonetworks.com/services.html> (attached as Exhibit 30).

6 98. Palo Alto Networks actively updates its websites, including Palo Alto Networks
7 Services and its ancillary components Solution Assurance, Education, Support and Consulting, to
8 promote the Palo Alto Networks Next-Generation Security Platform, Next-Generation Firewall,
9 Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat
10 Prevention Subscription, and Advanced EndPoint Protection including, but not limited to, Palo Alto
11 Networks Policy Control, on-device cache, Policy Control, on-device cache, AppID ContentID and
12 UserID, to encourage customers, users and developers to practice the methods claimed in the ‘968
13 Patent. See <https://www.paloaltonetworks.com/services.html> (attached as Exhibit 30).

14
15
16 **COUNT V**
(Direct Infringement of the ‘822 Patent pursuant to 35 U.S.C. § 271(a))

17 99. Finjan repeats, realleges, and incorporates by reference, as if fully set forth herein, the
18 allegations of the preceding paragraphs, as set forth above.

19 100. Defendant has infringed and continues to infringe one or more claims of the ‘822
20 Patent in violation of 35 U.S.C. § 271(a).

21 101. Defendant’s infringement is based upon literal infringement or infringement under the
22 doctrine of equivalents, or both.

23 102. Defendant’s acts of making, using, importing, selling, and/or offering for sale infringing
24 products and services have been without the permission, consent, authorization or license of Finjan.
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1 103. Defendant's infringement includes, but is not limited to, the manufacture, use, sale,
2 importation and/or offer for sale of Defendant's products and services, including but not limited to
3 the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
4 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and
5 Advanced EndPoint Protection, which embody the patented invention of the '822 Patent.

6 104. As a result of Defendant's unlawful activities, Finjan has suffered and will continue to
7 suffer irreparable harm for which there is no adequate remedy at law. Accordingly, Finjan is entitled
8 to preliminary and/or permanent injunctive relief.
9

10 105. Defendant's infringement of the '822 Patent has injured and continues to injure Finjan
11 in an amount to be proven at trial.

12 106. Defendant is well aware of Finjan's patents, including the '822 Patent, and has
13 continued its infringing activity despite this knowledge. Finjan informed Defendant of its
14 infringement of Finjan's '822 Patent on or about June 20, 2014 and provided a representative claim
15 chart on July 23, 2014 specifically identifying how Defendant's products and services infringe.
16 Finjan actively sought to engage in good faith negotiations several time since providing Defendant
17 with the '822 Patent claim chart. Further, Finjan met via telephone conference with Defendant's
18 Director of Intellectual Property Strategy Michael Ritter on September 26, 2014, to engage in a
19 technical discussion regarding infringement of Defendant's products and services. Despite
20 knowledge of Finjan's patent portfolio, being provided representative claim charts of several Finjan
21 patents, including of the '822 Patent, and engaging in a technical meeting regarding infringement of
22 Defendant's products and services, Defendant has refused to enter into good faith discussions with
23 Finjan, in complete disregard of Finjan's patent rights, and has sold and continues to sell the accused
24 products and services. As such, Defendant has acted recklessly and continues to willfully, wantonly,
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1 and deliberately engage in acts of infringement of the ‘822 Patent, justifying an award to Finjan of
2 increased damages under 35 U.S.C. § 284, and attorneys’ fees and costs incurred under 35 U.S.C. §
3 285.

4 **COUNT VI**
5 **(Indirect Infringement of the ‘822 Patent pursuant to 35 U.S.C. § 271(b))**

6 107. Finjan repeats, realleges, and incorporates by reference, as if fully set forth herein, the
7 allegations of the preceding paragraphs, as set forth above.

8 108. Defendant has induced and continues to induce infringement of at least claims 1-8 and
9 16- 27 of the ‘822 Patent under 35 U.S.C. § 271(b).

10 109. In addition to directly infringing the ‘822 Patent, Defendant indirectly infringes the
11 ‘822 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing and/or requiring others, including
12 but not limited to its customers, users and developers, to perform one or more of the steps of the
13 method claims, either literally or under the doctrine of equivalents, of the ‘822 Patent, where all the
14 steps of the method claims are performed by either Palo Alto Network, its customers, users or
15 developers, or some combination thereof. Defendant knew or was willfully blind to the fact that it
16 was inducing others, including customers, users and developers, to infringe by practicing, either
17 themselves or in conjunction with Defendant, one or more method claims of the ‘822 Patent.
18

19 110. Defendant knowingly and actively aided and abetted the direct infringement of the
20 ‘822 Patent by instructing and encouraging its customers, users and developers to use the Next-
21 Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription,
22 WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced
23 EndPoint Protection. Such instructions and encouragement include but are not limited to, advising
24 third parties to use the Next-Generation Security Platform, Next-Generation Firewall, Virtualized
25 Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
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1 Subscription, and Advanced EndPoint Protection in an infringing manner, providing a mechanism
2 through which third parties may infringe the '822 Patent, specifically through the use of the Next-
3 Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription,
4 WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced
5 EndPoint Protection; advertising and promoting the use of the Next-Generation Security Platform,
6 Next-Generation Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL
7 Filtering Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection in an
8 infringing manner, and distributing guidelines and instructions to third parties on how to use the
9 Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
10 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and
11 Advanced EndPoint Protection in an infringing manner.
12

13 111. Palo Alto Networks provides detailed instruction to its customers and users regarding
14 all aspects of the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall,
15 WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
16 Subscription, and Advanced EndPoint Protection including, but not limited to, App-ID, User-ID,
17 Content-ID and Threat Prevention. These instructions can be found at
18 <https://www.paloaltonetworks.com/customers.html> (attached at Exhibit 31).
19

20 112. Palo Alto Networks provides on-demand video demonstrations on how to configure
21 and use the Next-Generation Firewall. This video can be found at
22 <https://www.paloaltonetworks.com/resources/demos/ngfw-overview-and-demo.html> (attached as
23 Exhibit 27).
24

25 113. Palo Alto Networks provides technical documentation, administrators guides,
26 hardware guides and getting started guides. These documents instruct users on ways to configure and
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28

1 operate the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall,
2 WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
3 Subscription, and Advanced EndPoint Protection.

4 <https://live.paloaltonetworks.com/community/documentation> (attached as Exhibit 28). These
5 documents include:

6 • The “Next-Generation Firewalls for Dummies” guide. This guide gives a
7 background to the threat landscape, the challenges of the current threat landscape, in-depth
8 discussion on how Next-Generation Firewalls addresses current threat, and then how to deploy
9 and safely enable the Next-Generation Firewalls in one’s organization.

10 [https://www.paloaltonetworks.com/content/dam/paloaltonetworks-
com/en_US/assets/pdf/education/NGFW_dummies.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/education/NGFW_dummies.pdf) (attached as Exhibit 32);

11 • The “Getting Started Guide” for PAN-OS 5.0. This guide provides details on
12 how to active Threat Prevention, URL Filtering, Global Protect and other services. The guide
13 also instructs user how to set the security profiles for Threat Prevention including Content-ID
14 and WildFire. <https://live.paloaltonetworks.com/docs/DOC-4214> (attached as Exhibit 15).

15 114. Palo Alto Networks publishes and provides to its customers the “Threat Prevention
16 Deployment Tech Note.” This guide instructs a user on how to configure and implement App-ID,
17 Content-ID, File Blocking, URL Filtering, and other Palo Alto Networks technology.

18 <https://live.paloaltonetworks.com/docs/DOC-3094> (attached as Exhibit 34).

19 115. Defendant is well aware of Finjan’s patents, including the ‘822 Patent, and has
20 continued its infringing activity despite this knowledge. Finjan informed Defendant of its
21 infringement of Finjan’s ‘822 Patent on or about June 20, 2014 and provided a representative claim
22 chart on July 23, 2014 specifically identifying how Defendant’s products and services infringe.
23 Finjan actively sought to engage in good faith negotiations several time since providing Defendant
24 with the ‘822 Patent claim chart. Further, Finjan met via telephone conference with Defendant’s
25 Director of Intellectual Property Strategy Michael Ritter on September 26, 2014, to engage in a
26 technical discussion regarding infringement of Defendant’s products and services. Despite
27 knowledge of Finjan’s patent portfolio, being provided representative claim charts of several Finjan
28

1 patents, including the of the '822 Patent, and engaging in a technical meeting regarding infringement
2 of Defendant's products and services, Defendant has refused to enter into good faith discussion with
3 Finjan, in complete disregard of Finjan's patent rights, and has sold and continues to sell the accused
4 products and services. As such, Defendant has acted recklessly and continues to willfully, wantonly,
5 and deliberately engage in acts of infringement of the '822 Patent, justifying an award to Finjan of
6 increased damages under 35 U.S.C. § 284, and attorneys' fees and costs incurred under 35 U.S.C. §
7 285.
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9 116. Defendant has had knowledge of the '822 Patent at least as of June 20, 2014 and by
10 continuing the actions described above, has had the specific intent to or was willfully blind to the fact
11 that its actions would induce infringement of the '822 Patent.

12 117. Palo Alto Networks actively and intentionally maintains websites, including Palo Alto
13 Networks Services and its ancillary components Solution Assurance, Education, Support and
14 Consulting, to promote the Palo Alto Networks Next-Generation Security Platform, Next-Generation
15 Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering
16 Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection and to encourage
17 potential customers, users and developers to use the Next-Generation Security Platform, Next-
18 Generation Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering
19 Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection in the manner
20 described by Finjan. <https://www.paloaltonetworks.com/services.html> (attached as Exhibit 30).
21 Palo Alto Networks actively updates its websites, including Palo Alto Networks Services and its
22 ancillary components Solution Assurance, Education, Support and Consulting, to promote the Palo
23 Alto Networks Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall,
24 WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
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1 Subscription, and Advanced EndPoint Protection including, but not limited to, the Palo Alto
2 Networks Content-ID, User-ID, App-ID, and Threat Prevention, to encourage customers, users and
3 developers to practice the methods claimed in the ‘822 Patent.

4 <https://www.paloaltonetworks.com/services.html> (attached as Exhibit 30).

5 **COUNT VII**

6 **(Direct Infringement of the ‘731 Patent pursuant to 35 U.S.C. § 271(a))**

7 118. Finjan repeats, realleges, and incorporates by reference, as if fully set forth herein, the
8 allegations of the preceding paragraphs, as set forth above.

9 119. Defendant has infringed and continues to infringe one or more claims of the ‘731
10 Patent in violation of 35 U.S.C. § 271(a).

11 120. Defendant’s infringement is based upon literal infringement or infringement under the
12 doctrine of equivalents, or both.

13 121. Defendant’s acts of making, using, importing, selling, and/or offering for sale infringing
14 products and services have been without the permission, consent, authorization, or license of Finjan.

15 122. Defendant’s infringement includes, but is not limited to, the manufacture, use, sale,
16 importation and/or offer for sale of Defendant’s products and services, including but not limited to
17 the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
18 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and
19 Advanced EndPoint Protection, which embody the patented invention of the ‘731 Patent.
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21 123. As a result of Defendant’s unlawful activities, Finjan has suffered and will continue to
22 suffer irreparable harm for which there is no adequate remedy at law. Accordingly, Finjan is entitled
23 to preliminary and/or permanent injunctive relief.
24

25 124. Defendant’s infringement of the ‘731 Patent has injured and continues to injure Finjan
26 in an amount to be proven at trial.
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1 125. Defendant is well aware of Finjan’s patents. Finjan’s claim chart for the ‘731 Patent is
2 confidential. As such, Finjan offered to Defendant a Non-Disclosure Agreement to maintain the
3 confidential nature of its analysis. Defendant refused to sign the agreement. Defendant has
4 continued its infringing activity without a good faith effort to assure Finjan that it is not infringing
5 Finjan’s ‘731 Patent. As such, Defendant has acted recklessly and continues to willfully, wantonly,
6 and deliberately engage in acts of infringement of the ‘731 Patent, justifying an award to Finjan of
7 increased damages under 35 U.S.C. § 284, and attorneys’ fees and costs incurred under 35 U.S.C. §
8 285.
9

10 **COUNT VIII**
11 **(Indirect Infringement of the ‘731 Patent pursuant to 35 U.S.C. § 271(b))**

12 126. Finjan repeats, realleges, and incorporates by reference, as if fully set forth herein, the
13 allegations of the preceding paragraphs, as set forth above.

14 127. Defendant has induced and continues to induce infringement of at least claims 7-12,
15 14-16, and 20-21 of the ‘731 Patent under 35 U.S.C. § 271(b).

16 128. In addition to directly infringing the ‘731 Patent, Defendant indirectly infringes the
17 ‘731 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing and/or requiring others, including
18 but not limited to its customers, users and developers, to perform one or more of the steps of the
19 method claims, either literally or under the doctrine of equivalents, of the ‘731 Patent, where all the
20 steps of the method claims are performed by either Palo Alto Networks, or its customers, users or
21 developers, or some combination thereof. Defendant knew or was willfully blind to the fact that it
22 was inducing others, including customers, users and developers, to infringe by practicing, either
23 themselves or in conjunction with Defendant, one or more method claims of the ‘731 Patent.
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25 129. Defendant knowingly and actively aided and abetted the direct infringement of the
26 ‘731 Patent by instructing and encouraging its customers, users and developers to use the Next-
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1 Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription,
2 WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced
3 EndPoint Protection. Such instructions and encouragement include, but are not limited to, advising
4 third parties to use the Next-Generation Security Platform, Next-Generation Firewall, Virtualized
5 Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
6 Subscription, and Advanced EndPoint Protection in an infringing manner, providing a mechanism
7 through which third parties may infringe the '731 Patent, specifically through the use of the Next-
8 Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription,
9 WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced
10 EndPoint Protection, advertising and promoting the use of the Next-Generation Security Platform,
11 Next-Generation Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL
12 Filtering Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection in an
13 infringing manner, and distributing guidelines and instructions to third parties on how to use the
14 Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
15 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and
16 Advanced EndPoint Protection in an infringing manner.

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19 130. Palo Alto Networks provides detailed instruction to its customers and users regarding
20 all aspects of the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall,
21 WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
22 Subscription, and Advanced EndPoint Protection including, but not limited to, Policy Control, on-
23 device cache, Policy Control, on-device cache, AppID ContentID and UserID. These instructions can
24 be found at <https://www.paloaltonetworks.com/customers.html> (attached as Exhibit 31).
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1 131. Palo Alto Networks provides on-demand video demonstrations on how to configure
2 and use the Next-Generation Firewall and Virtualized Firewall. This video can be found at
3 <https://www.paloaltonetworks.com/resources/demos/ngfw-overview-and-demo.html> (attached as
4 Exhibit 27).

5 132. Palo Alto Networks provides technical documentation, administrators guides,
6 hardware guides and getting started guides. These documents instruct users on ways to configure and
7 operate the Next-Generation Firewall and Virtualized Firewall. This documentation and guides can
8 be found at <https://live.paloaltonetworks.com/community/documentation> (attached as Exhibit 28).

9 These documents include:

- 10 • The “Next-Generation Firewalls for Dummies” guide. This guide gives a
11 background to the threat landscape, the challenges of the current threat landscape, in-depth
12 discussion on how Next-Generation Firewalls addresses current threat, and then how to
13 deploy and safely enable the Next-Generation Firewalls in one’s organization.
14 [https://www.paloaltonetworks.com/content/dam/paloaltonetworks-](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/education/NGFW_dummies.pdf)
[com/en_US/assets/pdf/education/NGFW_dummies.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/education/NGFW_dummies.pdf) (attached as Exhibit 32);
- 15 • The “Getting Started Guide” for PAN-OS 5.0. This guide provides details on
16 how to active Threat Prevention, URL Filtering, Global Protect and other services. The
17 guide also instructs user how to set the security profiles for Threat Prevention including
18 Content-ID and WildFire. <https://live.paloaltonetworks.com/docs/DOC-4214> (attached as
19 Exhibit 15).

20 133. Palo Alto Networks publishes and provides videos to its customer, including
21 “Application Visibility and Control.” This guide provides how to use the application visibility more
22 effectively and can be found at [https://www.paloaltonetworks.com/resources/demos/application-](https://www.paloaltonetworks.com/resources/demos/application-visibility-and-control.html)
[visibility-and-control.html](https://www.paloaltonetworks.com/resources/demos/application-visibility-and-control.html) (attached as Exhibit 33).

23 134. Palo Alto Networks publishes and provides to its customers the “Threat Prevention
24 Deployment Tech Note.” This guide instructs user on how to configure and implement App-ID,
25 Content-ID, File Blocking, URL Filtering, and other Palo Alto Networks technology. *See*
26 <https://live.paloaltonetworks.com/docs/DOC-3094> (attached as Exhibit 34).
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1 135. Palo Alto Networks provides the functionalities of policy control and promotes the use
2 of policy control on its website. [https://www.paloaltonetworks.com/products/features/policy-](https://www.paloaltonetworks.com/products/features/policy-control.html)
3 [control.html](https://www.paloaltonetworks.com/products/features/policy-control.html) (attached as Exhibit 35).

4 136. Defendant is well aware of Finjan's patents. Finjan's claim chart for the '731 Patent is
5 confidential. As such, Finjan offered to Defendant a Non-Disclosure Agreement to maintain the
6 confidential nature of its analysis. Defendant refused to sign the agreement. Defendant has
7 continued its infringing activity without a good faith effort to assure Finjan that it is not infringing
8 Finjan's '731 Patent. As such, Defendant has acted recklessly and continues to willfully, wantonly,
9 and deliberately engage in acts of infringement of the '731 Patent, justifying an award to Finjan of
10 increased damages under 35 U.S.C. § 284, and attorneys' fees and costs incurred under 35 U.S.C. §
11 285.
12

13 137. Defendant has had knowledge of the '731 Patent at least as of June 20, 2014 and by
14 continuing the actions described above, has had the specific intent to or was willfully blind to the fact
15 that its actions would induce infringement of the '731 Patent.
16

17 138. Palo Alto Networks actively and intentionally maintains websites, including Palo Alto
18 Networks Services and its ancillary components Solution Assurance, Education, Support and
19 Consulting, to promote the Palo Alto Networks Next-Generation Security Platform, Next-Generation
20 Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering
21 Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection and to encourage
22 potential customers, users and developers to use the Next-Generation Security Platform, Next-
23 Generation Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering
24 Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection in the manner
25 described by Finjan. See <https://www.paloaltonetworks.com/services.html> (attached as Exhibit 30).
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1 139. Palo Alto Networks actively updates its websites, including Palo Alto Networks
 2 Services and its ancillary components Solution Assurance, Education, Support and Consulting, to
 3 promote the Palo Alto Networks Next-Generation Security Platform, Next-Generation Firewall,
 4 Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat
 5 Prevention Subscription, and Advanced EndPoint Protection including, but not limited to, Palo Alto
 6 Networks Policy Control, on-device cache, Policy Control, on-device cache, AppID ContentID and
 7 UserID, to encourage customers, users and developers to practice the methods claimed in the ‘731
 8 Patent. See <https://www.paloaltonetworks.com/services.html> (attached as Exhibit 30).
 9

COUNT IX

(Direct Infringement of the ‘918 Patent pursuant to 35 U.S.C. § 271(a))

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 11 140. Finjan repeats, realleges, and incorporates by reference, as if fully set forth herein, the
 12 allegations of the preceding paragraphs, as set forth above.
 13

14 141. Defendant has infringed and continues to infringe one or more claims of the ‘918
 15 Patent in violation of 35 U.S.C. § 271(a).
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17 142. Defendant’s infringement is based upon literal infringement or infringement under the
 18 doctrine of equivalents, or both.
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20 143. Defendant’s acts of making, using, importing, selling, and/or offering for sale infringing
 21 products and services have been without the permission, consent, authorization or license of Finjan.
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23 144. Defendant’s infringement includes, but is not limited to, the manufacture, use, sale,
 24 importation and/or offer for sale of Defendant’s products and services, including but not limited to,
 25 the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
 26 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and
 27 Advanced EndPoint Protection, which embody the patented invention of the ‘918 Patent.
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1 145. As a result of Defendant’s unlawful activities, Finjan has suffered and will continue to
2 suffer irreparable harm for which there is no adequate remedy at law. Accordingly, Finjan is entitled
3 to preliminary and/or permanent injunctive relief.

4 146. Defendant’s infringement of the ‘918 Patent has injured and continues to injure Finjan
5 in an amount to be proven at trial.

6 147. Defendant is well aware of Finjan’s patents and has continued its infringing activity
7 despite this knowledge. Finjan’s claim chart for the ‘918 Patent is confidential. As such, Finjan
8 offered to Defendant a Non-Disclosure Agreement to maintain the confidential nature of its analysis.
9 Defendant refused to sign the agreement. Defendant has continued its infringing activity without a
10 good faith effort to assure Finjan that it is not infringing Finjan’s ‘968 Patent. As such, Defendant
11 has acted recklessly and continues to willfully, wantonly, and deliberately engage in acts of
12 infringement of the ‘968 Patent, justifying an award to Finjan of increased damages under 35 U.S.C.
13 § 284, and attorneys’ fees and costs incurred under 35 U.S.C. § 285.
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16 **COUNT X**
(Indirect Infringement of the ‘918 Patent pursuant to 35 U.S.C. § 271(b))

17 148. Finjan repeats, realleges, and incorporates by reference, as if fully set forth herein, the
18 allegations of the preceding paragraphs, as set forth above.

19 149. Defendant has induced and continues to induce infringement of at least claims 1-11,
20 22-27, and 34 of the ‘918 Patent under 35 U.S.C. § 271(b).

21 150. In addition to directly infringing the ‘918 Patent, Defendant indirectly infringes the
22 ‘918 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing and/or requiring others, including
23 but not limited to its customers, users and developers, to perform one or more of the steps of the
24 method claims, either literally or under the doctrine of equivalents, or both, of the ‘918 Patent, where
25 all the steps of the method claims are performed by either Palo Alto Networks, its customers, users or
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1 developers, or some combination thereof. Defendant knew or was willfully blind to the fact that it
2 was inducing others, including customers, users and developers, to infringe by practicing, either
3 themselves or in conjunction with Defendant, one or more method claims of the '918 Patent.

4 151. Defendant knowingly and actively aided and abetted the direct infringement of the
5 '918 Patent by instructing and encouraging its customers, users and developers to use the Next-
6 Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription,
7 WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced
8 EndPoint Protection. Such instructions and encouragement include, but are not limited to, advising
9 third parties to use the Next-Generation Security Platform, Next-Generation Firewall, Virtualized
10 Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
11 Subscription, and Advanced EndPoint Protection in an infringing manner, providing a mechanism
12 through which third parties may infringe the '918 Patent, specifically through the use of the Next-
13 Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription,
14 WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced
15 EndPoint Protection; advertising and promoting the use of the Next-Generation Security Platform,
16 Next-Generation Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL
17 Filtering Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection in an
18 infringing manner, and distributing guidelines and instructions to third parties on how to use the
19 Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
20 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and
21 Advanced EndPoint Protection in an infringing manner.
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25 152. Palo Alto Networks provides detailed instruction to its customers and users regarding
26 all aspects of the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall,
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1 WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
2 Subscription, and Advanced EndPoint Protection including, but not limited to, App-ID, User-ID,
3 Content-ID, and TRAPS. These instructions can be found at
4 <https://www.paloaltonetworks.com/customers.html> (attached as Exhibit 31).

5 153. Palo Alto Networks provides on-demand video demonstrations on how to configure
6 and use the Next-Generation Firewall, Virtualized Firewall, and Advanced EndPoint Protection.
7 This video can be found at [https://www.paloaltonetworks.com/resources/demos/ngfw-overview-and-](https://www.paloaltonetworks.com/resources/demos/ngfw-overview-and-demo.html)
8 [demo.html](https://www.paloaltonetworks.com/resources/demos/ngfw-overview-and-demo.html) (attached as Exhibit 27).

9
10 154. Palo Alto Networks provides technical documentation, administrators guides,
11 hardware guides and getting started guides. These documents instruct users on ways to configure and
12 operate the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall,
13 WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
14 Subscription, and Advanced EndPoint Protection. The documents and guides can be found at
15 <https://live.paloaltonetworks.com/community/documentation> (attached as Exhibit 28). These
16 documents include:
17

- 18 • The “Getting Started Guide” for PAN-OS 5.0. This guide provides details on
19 how to active Threat Prevention, URL Filtering, Global Protect and other services. The guide
20 also instructs user how to set the security profiles for Threat Prevention including Content-ID
21 and WildFire. <https://live.paloaltonetworks.com/docs/DOC-4214> (attached as Exhibit 15);
- 22 • The “Palo Alto Networks Firewall Configuration” Elearning course. This
23 course is the same basic course as Essentials 101, but is offered as a free presentation on Palo
24 Alto’s website. https://support.paloaltonetworks.com/101_ver5/player.html attached as Exhibit
25 36);
- 26 • The “TRAPS: Advanced Endpoint Protection.” This datasheet explains the
27 functionalities Trap and how to implement it into a customer’s system.
28 <https://www.paloaltonetworks.com/resources/datasheets/endpoint-protection.html> (attached as
Exhibit 20).

1 155. Defendant is well aware of Finjan's patents and has continued its infringing activity
2 despite this knowledge. Finjan's claim chart for the '918 Patent is confidential. As such, Finjan
3 offered to Defendant a Non-Disclosure Agreement to maintain the confidential nature of its analysis.
4 Defendant refused to sign the agreement. Defendant has continued its infringing activity without a
5 good faith effort to assure Finjan that it is not infringing Finjan's '968 Patent. As such, Defendant
6 has acted recklessly and continues to willfully, wantonly, and deliberately engage in acts of
7 infringement of the '968 Patent, justifying an award to Finjan of increased damages under 35 U.S.C.
8 § 284, and attorneys' fees and costs incurred under 35 U.S.C. § 285.

10 156. Defendant has had knowledge of the '918 Patent at least as of the time it learned of
11 this action for infringement and by continuing the actions described above, has had the specific intent
12 to or was willfully blind to the fact that its actions would induce infringement of the '918 Patent.

13 157. Palo Alto Networks actively and intentionally maintains websites, including Palo Alto
14 Networks Services and its ancillary components Solution Assurance, Education, Support and
15 Consulting, to promote the Palo Alto Next-Generation Security Platform, Next-Generation Firewall,
16 Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat
17 Prevention Subscription, and Advanced EndPoint Protection and to encourage potential customers,
18 users and developers to use the Next-Generation Security Platform, Next-Generation Firewall,
19 Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat
20 Prevention Subscription, and Advanced EndPoint Protection in the manner described by Finjan.
21 <https://www.paloaltonetworks.com/services.html> (attached as Exhibit 30).

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24 158. Palo Alto Networks actively updates its websites, including Palo Alto Networks
25 Services and its ancillary components Solution Assurance, Education, Support and Consulting, to
26 promote the Palo Alto Networks Next-Generation Security Platform, Next-Generation Firewall,
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1 Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat
2 Prevention Subscription, and Advanced EndPoint Protection including, but not limited to, the Palo
3 Alto Networks Content-ID, User-ID, App-ID, and TRAPS, to encourage customers, users and
4 developers to practice the methods claimed in the ‘918 Patent.

5 <https://www.paloaltonetworks.com/services.html> (attached as Exhibit 30).

6 **COUNT XI**

7 **(Direct Infringement of the ‘926 Patent pursuant to 35 U.S.C. § 271(a))**

8 159. Finjan repeats, realleges, and incorporates by reference, as if fully set forth herein, the
9 allegations of the preceding paragraphs, as set forth above.

10 160. Defendant has infringed and continues to infringe one or more claims of the ‘926
11 Patent in violation of 35 U.S.C. § 271(a).

12 161. Defendant’s infringement is based upon literal infringement or infringement under the
13 doctrine of equivalents, or both.

14 162. Defendant’s acts of making, using, importing, selling, and/or offering for sale infringing
15 products and services have been without the permission, consent, authorization or license of Finjan.

16 163. Defendant’s infringement includes, but is not limited to, the manufacture, use, sale,
17 importation and/or offer for sale of Defendant’s products and services, including, but not limited to,
18 the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
19 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and
20 Advanced EndPoint Protection, which embody the patented invention of the ‘926 Patent.
21

22 164. As a result of Defendant’s unlawful activities, Finjan has suffered and will continue to
23 suffer irreparable harm for which there is no adequate remedy at law. Accordingly, Finjan is entitled
24 to preliminary and/or permanent injunctive relief.
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1 165. Defendant’s infringement of the ‘926 Patent has injured and continues to injure Finjan
2 in an amount to be proven at trial.

3 166. Defendant is well aware of Finjan’s patents and has continued its infringing activity
4 despite this knowledge. Finjan’s claim chart for the ‘926 Patent is confidential. As such, Finjan
5 offered to Defendant a Non-Disclosure Agreement to maintain the confidential nature of its analysis.
6 Defendant refused to sign the agreement. Defendant has continued its infringing activity without a
7 good faith effort to assure Finjan that it is not infringing Finjan’s ‘926 Patent. As such, Defendant
8 has acted recklessly and continues to willfully, wantonly, and deliberately engage in acts of
9 infringement of the ‘926 Patent, justifying an award to Finjan of increased damages under 35 U.S.C.
10 § 284, and attorneys’ fees and costs incurred under 35 U.S.C. § 285.

12 **COUNT XII**
13 **(Indirect Infringement of the ‘926 Patent pursuant to 35 U.S.C. § 271(b))**

14 167. Finjan repeats, realleges, and incorporates by reference, as if fully set forth herein, the
15 allegations of the preceding paragraphs, as set forth above.

16 168. Defendant has induced and continues to induce infringement of at least claims 1-7 and
17 15-21 of the ‘926 Patent under 35 U.S.C. § 271(b).

18 169. In addition to directly infringing the ‘926 Patent, Defendant indirectly infringes the
19 ‘926 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing and/or requiring others,
20 including, but not limited to its customers, users and developers, to perform one or more of the steps
21 of the method claims, either literally or under the doctrine of equivalent, or both, of the ‘926 Patent,
22 where all the steps of the method claims are performed by either Palo Alto Networks or its customers,
23 users or developers, or some combination thereof. Defendant knew or was willfully blind to the fact
24 that it was inducing others, including customers, users and developers, to infringe by practicing,
25 either themselves or in conjunction with Defendant, one or more method claims of the ‘926 Patent.
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1 170. Defendant knowingly and actively aided and abetted the direct infringement of the
2 ‘926 Patent by instructing and encouraging its customers, users and developers to use Next-
3 Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription,
4 WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced
5 EndPoint Protection. Such instructions and encouragement include, but are not limited to, advising
6 third parties to use the Next-Generation Security Platform, Next-Generation Firewall, Virtualized
7 Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
8 Subscription, and Advanced EndPoint Protection in an infringing manner, providing a mechanism
9 through which third parties may infringe the ‘926 Patent, specifically through the use of the Next-
10 Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription,
11 WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced
12 EndPoint Protection, advertising and promoting the use of the Next-Generation Security Platform,
13 Next-Generation Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL
14 Filtering Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection in an
15 infringing manner, and distributing guidelines and instructions to third parties on how to use the
16 Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
17 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and
18 Advanced EndPoint Protection in an infringing manner.

21 171. Palo Alto Networks provides detailed instruction to its customers and users regarding
22 all aspects of the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall,
23 WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
24 Subscription, and Advanced EndPoint Protection including, but not limited to, App-ID, User-ID,
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1 Content-ID and WildFire. These instructions can be found at

2 <https://www.paloaltonetworks.com/customers.html> (attached as Exhibit 31).

3 172. Palo Alto Networks itself and through its authorized partners regularly provides class-
4 room style training, demonstrations, and certification programs to help users use the Next-Generation
5 Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription, WildFire
6 Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced EndPoint
7 Protection, including the following:
8

9 • Palo Alto Networks Essentials 1, where “[s]uccessful completion of this three-
10 day, instructor led course will enable the student to install, configure, and manage the entire
11 line of Palo Alto Networks Next-Generation firewalls.”

12 [https://www.paloaltonetworks.com/content/dam/paloaltonetworks-
13 com/en_US/assets/pdf/datasheets/education/5.0-essentials-1.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/datasheets/education/5.0-essentials-1.pdf) (attached as Exhibit 22);

14 • Palo Alto Network Essentials 2, which “Firewall Management expands on 201
15 course topics, while introducing many new features and functions of Palo Alto Networks
16 Next-Generation firewalls.”

17 [https://www.paloaltonetworks.com/content/dam/paloaltonetworks-
18 com/en_US/assets/pdf/datasheets/education/5.0-essentials-2.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/datasheets/education/5.0-essentials-2.pdf) (attached as Exhibit 23);

19 • Accredited Configuration Engineer (“ACE”), where “[t]he primary goal of the
20 ACE exam is to serve as an objective indication of your ability to configure Palo Alto
21 Networks firewalls using the PAN-OS.”

22 <https://www.paloaltonetworks.com/services/education/ace.html> (attached as Exhibit 24);

23 • Certified Network Security Engineer (“CNSE”) exam and study materials which
24 upon successful passing indicate an in-depth engineering level knowledge of how to install,
25 configure, and implement Palo Alto Network products. The study materials consist of 32
26 technical documents which cover detailed aspects of the Palo Alto Networks Next-
27 Generation Firewall. <https://www.paloaltonetworks.com/services/education/cnse.html>
28 (attached as Exhibit 25).

173. Palo Alto Networks also offers a range of consulting services where “[e]xperienced
23 consultants from Palo Alto Networks provide on-site personalized assistance to create the optimal
24 implementation for your business.”

25 [https://www.paloaltonetworks.com/content/dam/paloaltonetworks-
26 com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf) (attached as Exhibit 26).

1 174. The consulting services further provide for employee and customer testing, setup and
2 running the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall,
3 WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
4 Subscription, and Advanced EndPoint Protection including the following:

5 • Remote Installation of Software where Palo Alto Networks “offer(s) Remote
6 Install with Baseline Threat Protection . . . to quickly (and properly) install the next-
7 generation firewall.” [https://www.paloaltonetworks.com/content/dam/paloaltonetworks-](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf)
8 [com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf) (attached as
9 Exhibit 26);

10 • Palo Alto Networks also offers “experienced consultants will apply their
11 extensive knowledge of Palo Alto Networks next-generation firewalls and best practices to
12 identify recommended changes.”
13 [https://www.paloaltonetworks.com/content/dam/paloaltonetworks-](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf)
14 [com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf) (attached as
15 Exhibit 26).

16 175. Palo Alto Networks provides on-demand video demonstrations on how to configure
17 and use the Next-Generation Firewall and Virtualized Firewalls. The video can be viewed at
18 <https://www.paloaltonetworks.com/resources/demos/ngfw-overview-and-demo.html> (attached as
19 Exhibit 27).

20 176. Palo Alto Networks provides technical documentation, administrators guides,
21 hardware guides and getting started guides. These documents instruct users on ways to configure and
22 operate the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall,
23 WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
24 Subscription, and Advanced EndPoint Protection.
25 <https://live.paloaltonetworks.com/community/documentation> (attached as Exhibit 28).

26 177. Defendant is well aware of Finjan’s patents and has continued its infringing activity
27 despite this knowledge. Finjan’s claim chart for the ‘926 Patent is confidential. As such, Finjan
28 offered to Defendant a Non-Disclosure Agreement to maintain the confidential nature of its analysis.

1 Defendant refused to sign the agreement. Defendant has continued its infringing activity without a
2 good faith effort to assure Finjan that it is not infringing Finjan’s ‘926 Patent. As such, Defendant
3 has acted recklessly and continues to willfully, wantonly, and deliberately engage in acts of
4 infringement of the ‘926 Patent, justifying an award to Finjan of increased damages under 35 U.S.C.
5 § 284, and attorneys’ fees and costs incurred under 35 U.S.C. § 285.

6 178. Defendant has had knowledge of the ‘926 Patent at least as of the time it learned of
7 this action for infringement and by continuing the actions described above, has had the specific intent
8 to or was willfully blind to the fact that its actions would induce infringement of the ‘926 Patent.

9 179. Palo Alto Networks actively and intentionally maintains websites, including Palo Alto
10 Networks Services and its ancillary components Solution Assurance, Education, Support and
11 Consulting, to promote the Palo Alto Networks Next-Generation Security Platform, Next-Generation
12 Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering
13 Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection and to encourage
14 potential customers, users and developers to use the Next-Generation Security Platform, Next-
15 Generation Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering
16 Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection in the manner
17 described by Finjan. <https://www.paloaltonetworks.com/services.html> (attached as Exhibit 30).

18 180. Palo Alto Networks actively updates its websites, including Palo Alto Networks
19 Services and its ancillary components Solution Assurance, Education, Support and Consulting, to
20 promote the Palo Alto Networks Next-Generation Security Platform, Next-Generation Firewall,
21 Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat
22 Prevention Subscription, and Advanced EndPoint Protection including, but not limited to, Palo Alto
23 Networks Content-ID, User-ID, App-ID and WildFire, to encourage customers, users and developers
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1 to practice the methods claimed in the '926 Patent. <https://www.paloaltonetworks.com/services.html>
2 (attached as Exhibit 30).

3 **COUNT XIII**

4 **(Direct Infringement of the '633 Patent pursuant to 35 U.S.C. § 271(a))**

5 181. Finjan repeats, realleges, and incorporates by reference, as if fully set forth herein, the
6 allegations of the preceding paragraphs, as set forth above.

7 182. Defendant has infringed and continues to infringe one or more claims of the '633
8 Patent in violation of 35 U.S.C. § 271(a).

9 183. Defendant's infringement is based upon literal infringement or infringement under the
10 doctrine of equivalents, or both.

11 184. Defendant's acts of making, using, importing, selling, and/or offering for sale infringing
12 products and services have been without the permission, consent, authorization or license of Finjan.

13 185. Defendant's infringement includes, but is not limited to, the manufacture, use, sale,
14 importation and/or offer for sale of Defendant's products and services, including but not limited to
15 the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
16 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and
17 Advanced EndPoint Protection, which embody the patented invention of the '633 Patent.
18

19 186. As a result of Defendant's unlawful activities, Finjan has suffered and will continue to
20 suffer irreparable harm for which there is no adequate remedy at law. Accordingly, Finjan is entitled
21 to preliminary and/or permanent injunctive relief.
22

23 187. Defendant's infringement of the '633 Patent has injured and continues to injure Finjan
24 in an amount to be proven at trial.

25 188. Defendant is well aware of Finjan's patents and has continued its infringing activity
26 despite this knowledge. Finjan's claim chart for the '633 Patent is confidential. As such Finjan
27
28

1 offered to Defendant a Non-Disclosure Agreement to maintain the confidential nature of its analysis.
 2 Defendant refused to sign the agreement stating that it wanted to keep the possibilities open to start a
 3 litigation. Defendant has continued its infringing activity without a good faith effort to assure Finjan
 4 that it is not infringing Finjan’s ‘633 Patent. As such, Defendant has acted recklessly and continues
 5 to willfully, wantonly, and deliberately engage in acts of infringement of the ‘633 Patent, justifying
 6 an award to Finjan of increased damages under 35 U.S.C. § 284, and attorneys’ fees and costs
 7 incurred under 35 U.S.C. § 285.
 8

9 **COUNT XIV**
 10 **(Indirect Infringement of the ‘633 Patent pursuant to 35 U.S.C. § 271(b))**

11 189. Finjan repeats, realleges, and incorporates by reference, as if fully set forth herein, the
 12 allegations of the preceding paragraphs, as set forth above.

13 190. Defendant has induced and continues to induce infringement of at least claims 1-7, 14-
 14 20, and 28-33 of the ‘633 Patent under 35 U.S.C. § 271(b).

15 191. In addition to directly infringing the ‘633 Patent, Defendant indirectly infringes the
 16 ‘633 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing and/or requiring others, including
 17 but not limited to its customers, users and developers, to perform one or more of the steps of the
 18 method claims, either literally or under the doctrine of equivalents, or both, of the ‘633 Patent, where
 19 all the steps of the method claims are performed by either Palo Alto Networks, its customers, users or
 20 developers, or some combination thereof. Defendant knew or was willfully blind to the fact that it
 21 was inducing others, including customers, users and developers, to infringe by practicing, either
 22 themselves or in conjunction with Defendant, one or more method claims of the ‘633 Patent.
 23

24 192. Defendant knowingly and actively aided and abetted the direct infringement of the
 25 ‘633 Patent by instructing and encouraging its customers, users and developers to use the Next-
 26 Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription,
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1 WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced
2 EndPoint Protection. Such instructions and encouragement include, but are not limited to, advising
3 third parties to use the Next-Generation Security Platform, Next-Generation Firewall, Virtualized
4 Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
5 Subscription, and Advanced EndPoint Protection in an infringing manner, providing a mechanism
6 through which third parties may infringe the '633 Patent, specifically through the use of the Next-
7 Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription,
8 WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced
9 EndPoint Protection, advertising and promoting the use of the Next-Generation Security Platform,
10 Next-Generation Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL
11 Filtering Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection in an
12 infringing manner, and distributing guidelines and instructions to third parties on how to use the
13 Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
14 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and
15 Advanced EndPoint Protection in an infringing manner.
16
17

18 193. Palo Alto Networks provides detailed instruction to its customers and users regarding
19 all aspects of the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall,
20 WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
21 Subscription, and Advanced EndPoint Protection including, but not limited to, App-ID, User-ID,
22 Content-ID and Threat Prevention. These instructions can be found at
23 <https://www.paloaltonetworks.com/customers.html> (attached as Exhibit 31).
24

25 194. Palo Alto Networks provides on-demand video demonstrations on how to configure
26 and use the Next-Generation Firewall. These video can be found at
27
28

1 <https://www.paloaltonetworks.com/resources/demos/ngfw-overview-and-demo.html> (attached as
2 Exhibit 27).

3 195. Palo Alto Networks provides technical documentation, administrators guides,
4 hardware guides and getting started guides. These documents instruct users on ways to configure and
5 operate the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall,
6 WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
7 Subscription, and Advanced EndPoint Protection.
8

9 <https://live.paloaltonetworks.com/community/documentation> (attached as Exhibit 28). These
10 documents include:

- 11 • The “Next-Generation Firewalls for Dummies” guide. This guide gives a
12 background to the threat landscape, the challenges of the current threat landscape, in-depth
13 discussion on how Next-Generation Firewalls addresses current threat, and then how to deploy
14 and safely enable the Next-Generation Firewalls in one’s organization.
[https://www.paloaltonetworks.com/content/dam/paloaltonetworks-
com/en_US/assets/pdf/education/NGFW_dummies.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/education/NGFW_dummies.pdf) (attached as Exhibit 32);
- 15 • The “Getting Started Guide” for PAN-OS 5.0. This guide provides details on
16 how to active Threat Prevention, URL Filtering, Global Protect and other services. The guide
17 also instructs user how to set the security profiles for Threat Prevention including Content-ID
18 and WildFire. <https://live.paloaltonetworks.com/docs/DOC-4214> (attached as Exhibit 15).

19 196. Palo Alto Networks publishes and provides to its customers the “Threat Prevention
20 Deployment Tech Note.” This guide provides instructs user on how to configure and implement
21 App-ID, Content-ID, File Blocking, URL Filtering, and other Palo Alto Networks technology. This
22 guide can be found at <https://live.paloaltonetworks.com/docs/DOC-3094> (attached as Exhibit 34).

23 197. Defendant is well aware of Finjan’s patents and has continued its infringing activity
24 despite this knowledge. Finjan’s claim chart for the ‘633 Patent is confidential. As such, Finjan
25 offered to Defendant a Non-Disclosure Agreement to maintain the confidential nature of its analysis.
26 Defendant refused to sign the agreement. Defendant has continued its infringing activity without a
27 good faith effort to assure Finjan that it is not infringing Finjan’s ‘633 Patent. As such, Defendant
28

1 has acted recklessly and continues to willfully, wantonly, and deliberately engage in acts of
2 infringement of the '633 Patent, justifying an award to Finjan of increased damages under 35 U.S.C.
3 § 284, and attorneys' fees and costs incurred under 35 U.S.C. § 285.

4 198. Defendant has had knowledge of the '633 Patent at least as of the time it learned of
5 this action for infringement and by continuing the actions described above, has had the specific intent
6 to or was willfully blind to the fact that its actions would induce infringement of the '633 Patent.

7
8 199. Palo Alto Networks actively and intentionally maintains its websites, including Palo
9 Alto Networks Services and its ancillary components Solution Assurance, Education, Support and
10 Consulting, to promote the Palo Alto Networks Next-Generation Security Platform, Next-Generation
11 Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering
12 Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection and to encourage
13 potential customers, users and developers to use the Next-Generation Security Platform, Next-
14 Generation Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering
15 Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection in the manner
16 described by Finjan. <https://www.paloaltonetworks.com/services.html> (attached as Exhibit 30).

17
18 200. Palo Alto Networks actively updates its websites, including Palo Alto Networks
19 Services and its ancillary components Solution Assurance, Education, Support and Consulting, to
20 promote the Palo Alto Networks Next-Generation Security Platform, Next-Generation Firewall,
21 Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat
22 Prevention Subscription, and Advanced EndPoint Protection including, but not limited to, the Palo
23 Alto Networks Content-ID, User-ID, App-ID, and Threat Prevention, to encourage customers, users
24 and developers to practice the methods claimed in the '633 Patent.
25 <https://www.paloaltonetworks.com/services.html> (attached as Exhibit 30).

COUNT XV

(Direct Infringement of the ‘154 Patent pursuant to 35 U.S.C. § 271(a))

1
2 201. Finjan repeats, realleges, and incorporates by reference, as if fully set forth herein, the
3 allegations of the preceding paragraphs, as set forth above.

4
5 202. Defendant has infringed and continues to infringe one or more claims of the ‘154
6 Patent in violation of 35 U.S.C. § 271(a).

7
8 203. Defendant’s infringement is based upon literal infringement or infringement under the
9 doctrine of equivalents, or both.

10
11 204. Defendant’s acts of making, using, importing, selling, and/or offering for sale
12 infringing products and services have been without the permission, consent, authorization or license
13 of Finjan.

14
15 205. Defendant’s infringement includes, but is not limited to, the manufacture, use, sale,
16 importation and/or offer for sale of Defendant’s products and services, including but not limited to,
17 Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
18 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and
19 Advanced EndPoint Protection, all which embody the patented invention of the ‘154 Patent.

20
21 206. As a result of Defendant’s unlawful activities, Finjan has suffered and will continue to
22 suffer irreparable harm for which there is no adequate remedy at law. Accordingly, Finjan is entitled
23 to preliminary and/or permanent injunctive relief.

24
25 207. Defendant’s infringement of the ‘154 Patent has injured and continues to injure Finjan
26 in an amount to be proven at trial.

27
28 208. Defendant is well aware of Finjan’s patents. Finjan’s claim chart for the ‘154 Patent is
confidential. As such, Finjan offered to Defendant a Non-Disclosure Agreement to maintain the
confidential nature of its analysis. Defendant refused to sign the agreement. Defendant has

1 continued its infringing activity without a good faith effort to assure Finjan that it is not infringing
2 Finjan’s ‘154 Patent. As such, Defendant has acted recklessly and continues to willfully, wantonly,
3 and deliberately engage in acts of infringement of the ‘154 Patent, justifying an award to Finjan of
4 increased damages under 35 U.S.C. § 284, and attorneys’ fees and costs incurred under 35 U.S.C. §
5 285.

6
7 **COUNT XVI**
8 **(Direct Infringement of the ‘408 Patent pursuant to 35 U.S.C. § 271(a))**

9 209. Finjan repeats, realleges, and incorporates by reference, as if fully set forth herein, the
10 allegations of the preceding paragraphs, as set forth above.

11 210. Defendant has infringed and continues to infringe one or more claims of the ‘408
12 Patent in violation of 35 U.S.C. § 271(a).

13 211. Defendant’s infringement is based upon literal infringement or infringement under the
14 doctrine of equivalents, or both.

15 212. Defendant’s acts of making, using, importing, selling, and/or offering for sale
16 infringing products and services have been without the permission, consent, authorization or license
17 of Finjan.

18 213. Defendant’s infringement includes, but is not limited to, the manufacture, use, sale,
19 importation and/or offer for sale of Defendant’s products and services, including but not limited to,
20 the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
21 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and
22 Advanced EndPoint Protection, which embody the patented invention of the ‘408 Patent.

23 214. As a result of Defendant’s unlawful activities, Finjan has suffered and will continue to
24 suffer irreparable harm for which there is no adequate remedy at law. Accordingly, Finjan is entitled
25 to preliminary and/or permanent injunctive relief.
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1 220. Defendant knowingly and actively aided and abetted the direct infringement of the
2 ‘408 Patent by instructing and encouraging its customers, users and developers to use the Next-
3 Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription,
4 WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced
5 EndPoint Protection. Such instructions and encouragement include, but are not limited to, advising
6 third parties to use the Next-Generation Security Platform, Next-Generation Firewall, Virtualized
7 Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
8 Subscription, and Advanced EndPoint Protection in an infringing manner, providing a mechanism
9 through which third parties may infringe the ‘408 Patent, specifically through the use of the Next-
10 Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription,
11 WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced
12 EndPoint Protection, advertising and promoting the use of the Next-Generation Security Platform,
13 Next-Generation Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL
14 Filtering Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection in an
15 infringing manner, and distributing guidelines and instructions to third parties on how to use the
16 Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
17 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and
18 Advanced EndPoint Protection in an infringing manner.

21 221. Palo Alto Networks provides detailed instruction to its customers and users regarding
22 all aspects of the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall,
23 WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
24 Subscription, and Advanced EndPoint Protection including, but not limited to, App-ID, User-ID, and
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1 Content-ID. These instructions can be found at <https://www.paloaltonetworks.com/customers.html>
2 (attached as Exhibit 31).

3 222. Palo Alto Networks runs the Palo Alto Academy which “creates partnerships with
4 Colleges, Universities, and Technical Academic Institutes, so that Palo Alto Networks courses and
5 technology can be taught and implemented as part of the curriculum.”

6 [https://www.paloaltonetworks.com/services/education/authorized-academy-centers/about-the-aac-](https://www.paloaltonetworks.com/services/education/authorized-academy-centers/about-the-aac-program.html)
7 [program.html](https://www.paloaltonetworks.com/services/education/authorized-academy-centers/about-the-aac-program.html) (attached as Exhibit 37). These institutions can gain an accreditation from Palo Alto
8 Networks to become Authorized Academy Center (“ACC”). Palo Alto Networks provides the VM-
9 100 at no charge and the access to Threat Prevention, URL Filtering, Global Protect, and Wildfire for
10 a nominal fee to the ACC’s. [https://www.paloaltonetworks.com/content/dam/paloaltonetworks-](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/datasheets/education/Authorized%20Academy%20Center.pdf)
11 [com/en_US/assets/pdf/datasheets/education/Authorized%20Academy%20Center.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/datasheets/education/Authorized%20Academy%20Center.pdf) (attached as
12 Exhibit 38).

14 223. Palo Alto Networks itself and through its authorized partners regularly provides class-
15 room style training, demonstrations, and certification programs to help users use the Next-Generation
16 Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription, WildFire
17 Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced EndPoint
18 Protection, including the following:

20 • Palo Alto Networks Essentials 1, where “[s]uccessful completion of this three-
21 day, instructor led course will enable the student to install, configure, and manage the entire
22 line of Palo Alto Networks Next-Generation firewalls.”

23 [https://www.paloaltonetworks.com/content/dam/paloaltonetworks-](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/datasheets/education/5.0-essentials-1.pdf)
[com/en_US/assets/pdf/datasheets/education/5.0-essentials-1.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/datasheets/education/5.0-essentials-1.pdf) (attached as Exhibit 22);

24 • Palo Alto Network Essentials 2, which “Firewall Management expands on 201
25 course topics, while introducing many new features and functions of Palo Alto Networks Next-
26 Generation firewalls.” [https://www.paloaltonetworks.com/content/dam/paloaltonetworks-](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/datasheets/education/5.0-essentials-2.pdf)
[com/en_US/assets/pdf/datasheets/education/5.0-essentials-2.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/datasheets/education/5.0-essentials-2.pdf) (attached as Exhibit 23);

27 • Palo Alto Networks Advanced Trouble Shooting, where students will receive
28 hands-on experience troubleshooting the security, networking, threat prevention, logging, and

1 reporting features of the Palo Alto Networks Operation System (PAN-OS).
2 [https://www.paloaltonetworks.com/content/dam/paloaltonetworks-](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/datasheets/education/5.0-advanced-troubleshooting.pdf)
3 [com/en_US/assets/pdf/datasheets/education/5.0-advanced-troubleshooting.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/datasheets/education/5.0-advanced-troubleshooting.pdf) (attached as
4 Exhibit 39);

5 • Accredited Configuration Engineer (“ACE”), where “[t]he primary goal of the
6 ACE exam is to serve as an objective indication of your ability to configure Palo Alto
7 Networks firewalls using the PAN-OS.”
8 <https://www.paloaltonetworks.com/services/education/ace.html> (attached as Exhibit 24).

9 224. Palo Alto Networks also offers a range of consulting services where “[e]xperienced
10 consultants from Palo Alto Networks provide on-site personalized assistance to create the optimal
11 implementation for your business.”

12 [https://www.paloaltonetworks.com/content/dam/paloaltonetworks-](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf)
13 [com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf) (attached as Exhibit 26).

14 The consulting services further provide for employee and customer testing, setup and running the
15 Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
16 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and
17 Advanced EndPoint Protection which include:

18 • Remote Installation of Software where Palo Alto Networks “offer(s) Remote
19 Install with Baseline Threat Protection . . . to quickly (and properly) install the next-generation
20 firewall.” [https://www.paloaltonetworks-](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf)
21 [com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf) (attached as Exhibit
22 26);

23 • Palo Alto Networks offering “experienced consultants will apply their extensive
24 knowledge of Palo Alto Networks next-generation firewalls and best practices to identify
25 recommended changes.” [https://www.paloaltonetworks-](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf)
26 [com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf](https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/services/Consulting%20Services%20Overview.pdf) (attached as Exhibit
27 26).

28 225. Palo Alto Networks provides the “Next-Generation Firewalls for Dummies” guide.
This guide gives a background to the threat landscape, the challenges of the current threat landscape,
in-depth discussion on how Next-Generation Firewalls addresses current threats, and then how to
deploy and safely enable the Next-Generation Firewalls in one’s organization.

1 <https://www.paloaltonetworks.com/content/dam/paloaltonetworks->
2 [com/en_US/assets/pdf/education/NGFW_dummies.pdf](https://www.paloaltonetworks.com/en_US/assets/pdf/education/NGFW_dummies.pdf) (attached as Exhibit 32).

3 226. Defendant is well aware of Finjan’s patents. Finjan’s claim chart for the ‘408 Patent is
4 confidential. As such, Finjan offered to Defendant a Non-Disclosure Agreement to maintain the
5 confidential nature of its analysis. Defendant refused to sign the agreement. Defendant has
6 continued its infringing activity without a good faith effort to assure Finjan that it is not infringing
7 Finjan’s ‘408 Patent. As such, Defendant has acted recklessly and continues to willfully, wantonly,
8 and deliberately engage in acts of infringement of the ‘408 Patent, justifying an award to Finjan of
9 increased damages under 35 U.S.C. § 284, and attorneys’ fees and costs incurred under 35 U.S.C. §
10 285.
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12 227. Defendant has had knowledge of the ‘408 Patent at least as of the time it learned of
13 this action for infringement and by continuing the actions described above, has had the specific intent
14 to or was willfully blind to the fact that its actions would induce infringement of the ‘408 Patent.
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16 228. Palo Alto Networks actively and intentionally maintains websites, including Palo Alto
17 Networks Services and its ancillary components Solution Assurance, Education, Support and
18 Consulting, to promote the Palo Alto Networks Next-Generation Security Platform, Next-Generation
19 Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering
20 Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection and to encourage
21 potential customers, users and developers to use the Next-Generation Security Platform, Next-
22 Generation Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering
23 Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection in the manner
24 described by Finjan. <https://www.paloaltonetworks.com/services.html> (attached as Exhibit 30).
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1 229. Palo Alto Networks actively updates its websites, including Palo Alto Networks
2 Services and its ancillary components Solution Assurance, Education, Support and Consulting, to
3 promote the Palo Alto Next-Generation Security Platform, Next-Generation Firewall, Virtualized
4 Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
5 Subscription, and Advanced EndPoint Protection including, but not limited to, the Palo Alto
6 Networks Content-ID, User-ID, and App-ID, to encourage customers, users and developers to
7 practice the methods claimed in the '408 Patent. <https://www.paloaltonetworks.com/services.html>
8 (attached as Exhibit 30).
9

10 **COUNT XVIII**
11 **(Direct Infringement of the '494 Patent pursuant to 35 U.S.C. § 271(a))**

12 230. Finjan repeats, realleges, and incorporates by reference, as if fully set forth herein, the
13 allegations of the preceding paragraphs, as set forth above.

14 231. Defendant has infringed and continues to infringe one or more claims of the '494
15 Patent in violation of 35 U.S.C. § 271(a).

16 232. Defendant's infringement is based upon literal infringement or infringement under the
17 doctrine of equivalents, or both.

18 233. Defendant's acts of making, using, importing, selling, and/or offering for sale infringing
19 products and services have been without the permission, consent, authorization or license of Finjan.
20

21 234. Defendant's infringement includes, but is not limited to, the manufacture, use, sale,
22 importation and/or offer for sale of Defendant's products and services, including, but not limited to,
23 the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
24 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and
25 Advanced EndPoint Protection, which embody the patented invention of the '494 Patent.
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1 users or developers, or some combination thereof. Defendant knew or was willfully blind to the fact
2 that it was inducing others, including customers, users and developers, to infringe by practicing,
3 either themselves or in conjunction with Defendant, one or more method claims of the '494 Patent.

4 241. Defendant knowingly and actively aided and abetted the direct infringement of the
5 '494 Patent by instructing and encouraging its customers, users and developers to use the Next-
6 Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription,
7 WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced
8 EndPoint Protection. Such instructions and encouragement include, but are not limited to, advising
9 third parties to use the Next-Generation Security Platform, Next-Generation Firewall, Virtualized
10 Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
11 Subscription, and Advanced EndPoint Protection in an infringing manner, providing a mechanism
12 through which third parties may infringe the '494 Patent, specifically through the use of the Next-
13 Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire Subscription,
14 WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and Advanced
15 EndPoint Protection, advertising and promoting the use of the Next-Generation Security Platform,
16 Next-Generation Firewall, Virtualized Firewall, WildFire Subscription, WildFire Platform, URL
17 Filtering Subscription, Threat Prevention Subscription, and Advanced EndPoint Protection in an
18 infringing manner, and distributing guidelines and instructions to third parties on how to use the
19 Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall, WildFire
20 Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention Subscription, and
21 Advanced EndPoint Protection in an infringing manner.

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25 242. Palo Alto Networks provides detailed instruction to its customers and users regarding
26 all aspects of the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall,
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1 WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
2 Subscription, and Advanced EndPoint Protection. These instructions can be found at
3 <https://www.paloaltonetworks.com/customers.html> (attached as Exhibit 31).

4 243. Palo Alto Networks provides on-demand video demonstrations on how to configure
5 and use the Next-Generation Firewall. This video can be viewed at
6 <https://www.paloaltonetworks.com/resources/demos/ngfw-overview-and-demo.html> (attached as
7 Exhibit 27).

8 244. Palo Alto Networks provides technical documentation, administrators guides,
9 hardware guides and getting started guides. These documents instruct users on ways to configure and
10 operate the Next-Generation Security Platform, Next-Generation Firewall, Virtualized Firewall,
11 WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat Prevention
12 Subscription, and Advanced EndPoint Protection.
13 <https://live.paloaltonetworks.com/community/documentation> (attached as Exhibit 28). These
14 documents include:
15

16
17 • The “Next-Generation Firewalls for Dummies” guide. This guide gives a
18 background to the threat landscape, the challenges of the current threat landscape, in-depth
19 discussion on how Next-Generation Firewalls addresses current threat, and then how to deploy
20 and safely enable the Next-Generation Firewalls in one’s organization.
https://www.paloaltonetworks.com/content/dam/paloaltonetworks-com/en_US/assets/pdf/education/NGFW_dummies.pdf (attached as Exhibit 32);

21 • The “Getting Started Guide” for PAN-OS 5.0. This guide provides details on
22 how to active Threat Prevention, URL Filtering, Global Protect and other services. The guide
23 also instructs user how to set the security profiles for Threat Prevention including Content-ID
24 and WildFire. <https://live.paloaltonetworks.com/docs/DOC-4214> (attached as Exhibit 15);

24 • The “WildFire Administrator’s Guide” to its user on their website. This guide
25 shows users how to set the WildFire privilege levels as well as configure other aspects of
26 WildFire. <https://live.paloaltonetworks.com/docs/DOC-5129> (attached as Exhibit 40).

26 245. Palo Alto Networks provides the webcast “Threat Review Series: Combining the
27 Power of App-ID with Wildfire. This webcast discusses how users should leverage the App-ID
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1 technology in the Next-Generation Firewall with WildFire in order to further protect against malware.

2 This webcast can be found at [https://www.paloaltonetworks.com/resources/webcasts/trs-combining-](https://www.paloaltonetworks.com/resources/webcasts/trs-combining-the-power-of-app-id-with-wildfire.html)
3 [the-power-of-app-id-with-wildfire.html](https://www.paloaltonetworks.com/resources/webcasts/trs-combining-the-power-of-app-id-with-wildfire.html) (attached as Exhibit 29).

4 246. Defendant is well aware of Finjan's patents. Finjan's claim chart for the '494 Patent is
5 confidential. As such, Finjan offered to Defendant a Non-Disclosure Agreement to maintain the
6 confidential nature of its analysis. Defendant refused to sign the agreement. Defendant has
7 continued its infringing activity without a good faith effort to assure Finjan that it is not infringing
8 Finjan's '494 Patent. As such, Defendant has acted recklessly and continues to willfully, wantonly,
9 and deliberately engage in acts of infringement of the '494 Patent, justifying an award to Finjan of
10 increased damages under 35 U.S.C. § 284, and attorneys' fees and costs incurred under 35 U.S.C. §
11 285.
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13 247. Defendant has had knowledge of the '494 Patent at least as of the time it learned of
14 this action for infringement and by continuing the actions described above, has had the specific intent
15 to or was willfully blind to the fact that its actions would induce infringement of the '494 Patent.
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17 248. Palo Alto Networks actively and intentionally maintains websites, including Palo Alto
18 Networks Services and its ancillary components Solution Assurance, Education, Support and
19 Consulting, to promote the Palo Alto Next-Generation Security Platform, Next-Generation Firewall,
20 Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat
21 Prevention Subscription, and Advanced EndPoint Protection and to encourage potential customers,
22 users and developers to use the Next-Generation Security Platform, Next-Generation Firewall,
23 Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat
24 Prevention Subscription, and Advanced EndPoint Protection in the manner described by Finjan.
25 <https://www.paloaltonetworks.com/services.html> (attached as Exhibit 30).
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1 249. Palo Alto Networks actively updates its websites, including Palo Alto Networks
2 Services and its ancillary components Solution Assurance, Education, Support and Consulting, to
3 promote the Palo Alto Networks Next-Generation Security Platform, Next-Generation Firewall,
4 Virtualized Firewall, WildFire Subscription, WildFire Platform, URL Filtering Subscription, Threat
5 Prevention Subscription, and Advanced EndPoint Protection including, but not limited to, the Palo
6 Alto Networks WildFire Threat Intelligence Cloud and WildFire, to encourage customers, users and
7 developers to practice the methods claimed in the '494 Patent.
8
9 <https://www.paloaltonetworks.com/services.html> (attached as Exhibit 30).

PRAYER FOR RELIEF

11 WHEREFORE, Finjan prays for judgment and relief as follows:

12 A. An entry of judgment holding Defendant has infringed and is infringing the '780
13 Patent, the '968 Patent, the '822 Patent, the '731 Patent, the '918 Patent, the '926 Patent, the '633
14 Patent, the '154 Patent, the '408 Patent, and the '494 Patent; has induced infringement and is
15 inducing infringement of the '780 Patent, the '968 Patent, the '822 Patent, the '731 Patent, the '918
16 Patent, the '926 Patent, the '633 Patent, the '408 Patent, and the '494 Patent;

17 B. A preliminary and permanent injunction against Defendant and its officers, employees,
18 agents, servants, attorneys, instrumentalities, and/or those in privity with them, from infringing the
19 '780 Patent, the '968 Patent, the '822 Patent, the '731 Patent, the '918 Patent, the '926 Patent, the
20 '633 Patent, the '154 Patent, the '408 Patent, and the '494 Patent, or inducing the infringement of the
21 '780 Patent, the '968 Patent, the '822 Patent, the '731 Patent, the '918 Patent, the '926 Patent, the
22 '633 Patent, the '408 Patent, and the '494 Patent and for all further and proper injunctive relief
23 pursuant to 35 U.S.C. § 283;

24 C. An award to Finjan of such damages as it shall prove at trial against Defendant that is
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1 adequate to fully compensate Finjan for Defendant’s infringement of the ‘780 Patent, the ‘968 Patent,
2 the ‘822 Patent, the ‘731 Patent, the ‘918 Patent, the ‘926 Patent, the ‘633 Patent, the ‘154 Patent, the
3 ‘408 Patent, and the ‘494 Patent, said damages to be no less than a reasonable royalty, and on
4 information and belief and based on publicly available information, Finjan anticipates it will seek no
5 less than \$60 million at trial;

6 D. A determination that Defendant’s infringement has been willful, wanton, and
7 deliberate and that the damages against it be increased up to treble on this basis;

8 E. A finding that this case is “exceptional” and an award to Finjan of its costs and
9 reasonable attorney’s fees, as provided by 35 U.S.C. § 285;

10 F. An accounting of all infringing sales and revenues, together with post judgment
11 interest and prejudgment interest from the first date of infringement of the ‘780 Patent, the ‘968
12 Patent, the ‘822 Patent, the ‘731 Patent, the ‘918 Patent, the ‘926 Patent, the ‘633 Patent, the ‘154
13 Patent, the ‘408 Patent, and the ‘494 Patent; and
14

15 G. Such further and other relief as the Court may deem proper and just.
16

17 Respectfully submitted,

18 Dated: November 4, 2014

By: /s/ Paul J. Andre

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Attorneys for Plaintiff
FINJAN, INC.

DEMAND FOR JURY TRIAL

Finjan demands a jury trial on all issues so triable.

Respectfully submitted,

Dated: November 4, 2014

By: /s/ Paul J. Andre

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