



Privileged and Confidential

January 10, 2020

[REDACTED] P.C.  
213 N. Fredonia St., Suite 230  
Longview, Texas 75601  
903-230-9090  
bdavis@davisfirm.com

Re: *Implicit, LLC v. Imperva, Inc.*; consolidated with *Implicit, LLC, v. Juniper Networks, Inc.* and *Implicit, LLC, v. Fortinet, Inc.*

Dear Mr. [REDACTED]

This engagement letter (this “Letter” or “Agreement”) confirms the retention of [REDACTED] ski (“Ankura”) effective as of January 10, 2020 by [REDACTED] is Firm P.C. (“Law Firm” or “Counsel”) on behalf of Implicit, LLC (“Company” or “Client”) to provide independent professional services in connection with the above referenced matters.

1. Scope and Delivery of Services:

The professional services may include the analysis of the damages for the patents-at-issue, drafting an expert report setting out the findings, and providing expert testimony concerning the findings (collectively, the “Services”).

You agree to provide us with timely access to information, locations and personnel reasonably necessary for the performance of the Services. Our work product is to be used only in relation to the above matter and not for any other purpose without our prior written approval.

The preparation of our work product is an evolving process during which our analysis is focused and refined as our research and document review proceeds and as information emerges in this engagement. Preliminary conclusions, superseded drafts, notations, analyses, work lists, and irrelevant data are not a part of, and will not be recorded in, our final work product. Such documents may be appropriately discarded on a routine basis as work tasks are completed. Of course, circumstances may arise that require the retention of such drafts or other interim documents, including but not limited to subpoenas and court orders. We understand that Client and Law Firm will provide us with any instructions regarding document retention or document production procedures that Client and Law Firm expect us to follow.

In addition, you should be aware that certain courts may require a testifying expert to disclose cases in which the expert testified at deposition or trial. If any of our professionals are asked to provide testimony, it may be necessary for them to resist efforts by a third party to elicit materials confidential or proprietary to Ankura or other Ankura clients. We will make all reasonable efforts to protect the interests of Law Firm and Company, consistent with our need to protect our confidential and proprietary materials as well as those of Ankura’s other clients, and to comply with our applicable non-disclosure obligations.

Law Firm, on behalf of the Company, agrees that prior to the submission of any statement describing our experience, credentials or the nature of our work or opinions in this matter (e.g., answers to