


proceed carefully and sensitively when using e-mail to promote your site in cyberspace.



CASE STUDY

ANDY REBELE  
CITYAUCTION  
SAN FRANCISCO, CALIFORNIA  
HTTP://WWW.CITYAUCTION.COM

LOCAL AND NATIONAL AUCTION CLASSIFIED ADS

Andy Rebele grew up in the newspaper business. His dad was a newspaper publisher, and at age twelve Andy wrote a column. He participated in nearly every aspect of the business except delivery: "My dad tried to get me to deliver papers—my friends were doing it—but I didn't want to," Andy said.

In college, Andy got a mathematical and computational science degree from Stanford and went on to get his MBA at MIT. He worked in business development for Interactive Imaginations and was the manager for Internet business at General Magic. He also worked at Trammel Crow in Houston and was a rowing coach for high school students in Seattle.

Then Andy came up with the idea for CityAuction, a nationwide, interactive approach that combines an auction with classified ads. Funded by a VISA card, Andy set out to build from scratch a site that depends on interaction. Andy tells it best himself, so we're including his post to the On-Line Advertising Discussion List run by Tenagra Corporation.

*There has been some discussion about the ethics of marketing via e-mail, with Mark Welch kicking it off with his Boycott Barnes & Noble campaign (featured in today's San Francisco Chronicle). I wanted to give my two cents and to provide some results of a campaign I conducted in what I thought was an ethical way (at the risk of incurring the wrath of another boycott!).*

*In the off-line world, there have been various legal challenges to telemarketing, the closest analogy I can find to e-mail marketing. In the end, it became illegal to use a machine to call people and give them a sales pitch and illegal to send junk faxes. However, it is still legal for human beings to call you at home to market to you, and it is legal to fill your mailbox with unsolicited paper mail.*

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*Why the difference? My guess: economics. It should cost the marketer about the same amount of human time to deliver a message to you as it takes you to read it. It is abusive of your prospective customers' time to find a way to intrude with your message in a way that costs you nothing and costs them time to evaluate and discard.*

*The analogy to the on-line world is that if you send someone junk mail using CyberBomber or FloodGate or any other auto-spammers, you are violating not only the time of your prospective customers but probably a future law (as soon as the law catches up to the medium). However, if someone (a human not a script) reads your Web page, newsgroup posting, or other public statement, and finds from the content that you are a likely interested party, and then sends you a personalized note, that is probably okay. FloodGate is like junk faxes and automatic telemarketing machines, while a human being sending you a personalized note is more like traditional telemarketing.*

*E-mail marketing done the right way can have fantastic results. My Web site is called CityAuction, a person-to-person auction classified ad site. The challenge was to create awareness and reach critical mass quickly, and there was no easy way to do it. Using banners or other passive means would send a lot of people looking at an empty classified ad space—not very interesting, no matter how good the underlying technology or theory is. Therefore I decided to use a highly targeted e-mail campaign to recruit visitors and sellers.*

*Over several weeks I read various newsgroups and Web sites where the character is person-to-person sales. I read every post, and put relevant posts into a database with the real name, e-mail address, and other information from the content of the post. At the end of that period, when the site was ready, I sent out about 3,500 e-mails to these people, each with a personalized note (mail merged, but prepared by a human being). It had taken me two to three weeks of full-time work to read each post and to determine which people were legitimate prospects for my site and which were not. Suffice it to say it was very time-consuming.*

*The results over five days (with no search engine support):*

3,500 e-mails  
100 listings of things to sell (2.8%)  
1,000 unique visitors (29%)  
35 remove requests + flames (1%)

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*Because we had just launched and it was our only initial technique, I can be reasonably sure that these results came directly from the e-mail campaign.*

*My conclusion? E-mail marketing DONE RIGHT can be a very effective technique, and one to which far more people react positively than negatively. It takes a lot of time, but for a site which needs a kick-start it may be the most cost-effective way to go.*

*(It's a shame so many people do it wrong. Without them I'm sure doing it right would be even more effective.)*

Andy's site grew and he was invited to tell his story for *ClickZ Today*. Some *ClickZ Today* readers expressed support while others felt strongly enough against Andy's e-mail approach that they canceled subscriptions to the on-line newsletter.<sup>4</sup> Andy told us that once CityAuction became a viable entity, he began promoting the site using other means in addition to e-mail, such as search engine listings and discussion lists.

### Advertising

What we mean by advertising is traditional methods of getting the word out that you're in business, including but not limited to printed material, radio, television, billboards, etc. Advertising your site via any means open to you is not only smart, it's necessary. You should take advantage of opportunities to get the word out.

It seems obvious that once people start Web sites, they'd print their URLs on all their marketing materials. But many people forget, so this is a reminder. Don't miss the opportunity for promoting your site by printing your URL and your e-mail address on your business cards, letterhead, envelopes, fliers, brochures, catalogs, newspaper advertising, and any other of your printed materials.

And have someone proofread your URL before it's printed. People who are unfamiliar with the format of URLs make mistakes printing their Web site addresses or don't recognize when their printer has made a mistake typesetting the URL. We've seen many business cards with URLs or e-mail addresses that were obviously incorrect.


<sup>4</sup>Ann Handley, "Editor's Note," *ClickZ Today* (October 13, 1997): <http://www.clickz.com>.

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Each character is important, so it's wise to print the entire URL just as someone would type it into his or her browser to reach your site. This means don't leave off the "http://" assuming everyone already knows to type it in.

It seems that many home PC users do know how to enter URLs. For some time there has been anecdotal evidence that the number of hits to a site rose sharply immediately after the URL was displayed on television. Confirmation has come from analysts at Media Metrix, who've found that not only do home PC users tend to have their computers in the same room as their television set, a whopping 40 percent of households with both computers and televisions also use both simultaneously.<sup>5</sup> So, if you're advertising on television or you get media coverage, you should be sure to display your URL.

Also, don't forget to pursue standard publicity with newspapers, radio, and television. There are lots of fine books out there on how to write a press release and how to contact the media, such as *How to Make Yourself (or Anyone Else) Famous: the Secrets of a Professional Publicist*, by Gloria Michels. As we've mentioned before, your local library is a good place to start for how-to instruction and for finding news organizations interested in your site.



CASE STUDY

LINDA S. HAMMER

THE SEEKER

VENICE, FLORIDA

HTTP://WWW.THE-SEEKER.COM

A SERVICE TO REUNITE PEOPLE

Linda Hammer worked in the Florida state attorney's office as a private process server. She said one day it occurred to her that she could do this type of work for herself instead of being employed by someone else, so she became a private investigator. The only problem was, as a private investigator, people disliked what she did and she felt crummy about it: "I felt like an IRS

<sup>5</sup>Media Metrix, *HomeTech Report* (September 8, 1997): <http://www.pcmeter.com>.

auditor: Every time I found someone, it destroyed their life." So she decided to turn her skills to helping people find others who wanted to be found.

In 1990, she started The Seeker in a printed publication as a service to help siblings and other separated relatives find one another. Then in 1995, she decided to take The Seeker on-line. She hired a programmer to build a database and allowed people to send in photos that she scanned and put on-line. The site was met with resounding support from people all over the country. She said, "Now I have a Web site and people love me."

Linda said she'd never met an adoptee before she started this project. And she said some of the stories will break your heart. Like one woman who told the story of how she got pregnant at age seventeen, had twins, but her mother told her one of the babies was stillborn. The mother told the doctor she just couldn't handle twins, got the doctor to go along with the deception, then sold the twin to an adoptive family for \$5,000. When the mother died, the woman found the papers concerning the twin and started searching for this long-lost daughter who she thought was dead.

But she added that people look for each other for all kinds of reasons you'd never think of. For example, Linda says there are 27 million living veterans from wars the U.S. has been involved in and those people are often looking for friends made in these crisis times. Insurance companies are also looking for people who are beneficiaries of life insurance policies.

Getting publicity for the site has never been a problem. Linda said her site has been featured numerous times in print, radio, and television media such as *MSNBC*, *Internet World*, and even the *New York Times*. With over a million visitors a month, her numbers were good but her ISP expenses were mounting as the gigabytes of information on the server expanded and her page views rocketed. Her problem was a lack of information on how to present her site to potential advertisers. She tried to do it herself, but between running the site and her other responsibilities, she wasn't attracting the advertisers she needed to support the site. After some research in discussion groups, Linda was able to determine that her page views were high enough to get an Internet public relations agency to handle getting advertisers for her, and she signed up Flycast, who is now marketing her site to advertisers.

As for the future, Linda is mulling over writing a book on how to find someone. She plans to include actual stories from her Web site concerning the more interesting searches people have made and how they ended.

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### Awards

One final way to promote your site is to win awards from other popular sites. When we say awards, we mean getting special recognition from sites and publications that already have an audience. Search engines, on-line publications, large ISPs, and other popular sites choose on a weekly, monthly, or annual basis "best" sites to feature to their audience. Being recognized as a best site can bring you an increase in traffic that will peak when you're first listed, and then continue to bring you additional new visitors for weeks or months. This is because sites that give awards often archive their choices for visitors to scan through. For example, *USA Today* on-line has its daily "Hot Site" list archive of past sites, and Yahoo allows visitors to search back several months through its "Weekly Picks." Also, sites that give awards are always looking for something new, and many of them read one another's award lists for new sites they have not considered.

Registering with the search engines is a good way to get your site considered, although some sites that give awards allow you to submit a site for consideration. We've placed a list of sites that give awards in the appendix, and we recommend you visit the sites to see what their current policy is on submitting sites for consideration.

Be prepared for lots of visitors, once you receive recognition, as you're sure to get them, especially if a popular site picks your site. Also, once you've gotten an award, often you'll be provided with an icon that you can place on your homepage. The icon is usually a link to the site that gave your site the award, which has obvious advantages to the award giver.

### Conclusion

Listing your site in search engines, building reciprocal links, creating banner ads, sponsoring other sites, using e-mail, making sure your URL is displayed in any traditional advertising materials, and competing for awards are all ways you can promote your Web site on the Internet. The ideas and concepts we've presented here provide you with the basics of promoting your site and are intended to serve

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as a starting point. As you know, the Internet is subject to rapid change, so we would encourage you to use the resources listed in the appendix as well as search engines to find further resources for promoting your site. Discussion lists and newsgroups as well as other sites will provide you with more information on the latest trends in promoting your site, creating effective banner ads, and generally keeping up to make your site a success. One of the most important parts of any successful business site is generating income. We'll talk about how to get paid in the next chapter.



## Getting Paid

**Be prepared, be sharp, be careful, and use the King's English well. And you can forget all the [other rules] unless you remember one more: Get paid.**

—Robert N. C. Nix,

*father of Pennsylvania Chief Justice Robert N. C. Nix, Jr.  
(New York Times, 7 January, 1984)*



**Doing business on the Internet is all about getting paid.** This is an area that's received a lot of attention because it requires a new way of thinking. In the past, our banks and financial institutions were made out of granite and marble to connote strength and security. People performed transactions face-to-face. But it's now commonplace to conduct transactions using a telephone, and people are beginning to find it's secure and convenient to perform financial transactions on the Internet as well.

Rather than talking about the obvious, like having customers mail you checks, we're going to spend our time here on the various ways to accept payment electronically—such as credit cards, demand drafts, and electronic cash. (Much of the information about accepting credit cards will be familiar to existing businesses, but information on demand drafts, commissions, and avoiding fraud will probably

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be new territory for most businesspeople entering cyberspace.) We'll also talk about security precautions in conjunction with accepting payments in cyberspace. As a final note, we'll show you how commission sales can be another way to supplement your bottom line. And along the way, we'll provide ways to avoid fraud.

One thing we want to emphasize is that the cost figures are provided simply as a starting point and can change almost daily without notice. We provide these figures here so that you can get a better idea of what to expect and as a basis for discussion when you start your own investigation. So do check for yourself before making plans based on the figures we provide here.

### Accepting Payment

If you're selling something, especially if you're selling something to individuals, you need to find a way to accept payment. Outside the Internet, this usually isn't a problem, but in cyberspace it can become more of a challenge. In general, accepting payment on the Internet is a lot like accepting payment through mail-order or telephone sales, which is why the term mail order/telephone order (MOTO) transaction is commonly applied to cyberspace commerce.

You can always accept payments from your on-line customers the traditional way by accepting checks or money orders by mail. This is a time-honored method though not as convenient or fast for customers. For some business operators, the mail is the only way to build credibility and establish a track record so that they can later accept other forms of payment. But in a medium as universal and fast as cyberspace, people do not usually expect to deal with barriers such as time and distance. With a focus on meeting customer expectations, we want to cover the variety of ways to accept payment on the Internet that are fast and convenient for consumers.

By far, the most widely accepted form of payment in cyberspace is the credit card, but other popular payment methods include demand drafts and digital cash. The important thing is to find a method of payment that is as convenient for your customer as possible. You may find, especially if you're a new business, that it may take some time to

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build up to the level of success you'll need to accept the form of payment you'd most like to offer your customers. You'll discover why as you read this section.

### Credit Cards

Credit cards are one of the safest and best-understood ways for accepting payments from consumers in cyberspace. Credit card associations, such as MasterCard and Visa, have earned the trust of consumers by going to great lengths to protect them from fraud and misuse. One of the mechanisms that protects consumers is the Fair Credit Billing Act (FCBA). Under the FCBA, the consumer is allowed to dispute charges before paying them, and the consumer's liability for unauthorized charges is only \$50.

Credit cards are issued by banks but run through associations such as MasterCard, Visa, American Express, and others. For determining merchant status for businesses, these associations also operate through banks. As we all know, banks tend to be very conservative, but they tend to be even more conservative when it comes to granting credit card merchant status.

### How to Become a Credit Card Merchant

In order to accept credit cards, you have to be approved, usually through a bank. The approval process is the most difficult part for small and home-based businesses, especially if there is no storefront involved. Credit card associations are nervous about allowing businesses with no track record to obtain merchant status. There are businesses on the Internet that specialize in granting credit card merchant status to home-based or Internet businesses, but many of these will send a representative to your home or business to photograph your operation. They may also require a copy of your business documents, such as your business license and sales tax license from your local government authorities. The best way to get merchant status is to be able to demonstrate a track record of sales or show the bank your storefront.

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### What Does Accepting Credit Cards Cost?

The merchant who takes the cards is charged a "discount rate," which is really a fee for accepting the card based on the amount of the transaction and the potential risk to the bank in allowing that particular business to be an authorized merchant. Discount rates can range from 2 to 3 percent or higher. In addition to the discount rate, there's often a monthly minimum charge of between \$10 and \$25.

A lease agreement for the equipment you will get to process the credit card transactions is also part of the cost. This equipment is usually either a terminal that requires a phone line and allows you to enter the credit card number and other information for authorization or a software package that does the same thing and works with a modem-equipped PC or Macintosh. This equipment is leased, usually for twenty-four to forty-eight months, and you're liable for the lease payments even if your business shuts down, unless you can successfully sell the lease to another business. Lease payments are usually \$35 to \$50 per month automatically deducted from your business checking account, plus a balloon payment at the end of the lease of as much as 10 percent of the total lease payments. You can shorten the term of the lease, but usually at the expense of higher lease payments. If you manage to purchase credit card equipment or software from someone else, you can expect to pay a reprogramming fee of between \$300 and \$500.

You can also expect to pay an application fee and the first and last months' lease payments in advance. The application fee can be as much as \$1,000 or more. Altogether, a new business accepting credit cards can figure on paying between \$2,500 and \$4,500 over a two-year period, in addition to a percentage of sales.

If you find a better deal in one cost area, it's often offset in another. For example, some banks may not require you to pay a monthly minimum but will require that all credit card payments be deposited in an account you open at that bank. This can be especially true of banks offering merchant status on the Internet since they want to have control over the deposit of credit card payments. If you have to set up a checking account out-of-state, you may face delays in accessing your funds. You may have to write out-of-state checks to pay for your business expenses or write yourself a check that you deposit

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to access your funds. In addition, your bank might hold a check written on an out-of-state bank to yourself until the check clears, causing further delays.

### Credit Card Equipment

The equipment you use to accept credit cards varies from a keypad terminal that you can swipe a credit card through to special software for your computer. For new Internet businesses, software is recommended, because most of the time you probably will not have an actual credit card in your physical possession to swipe through a reader.

The procedure to process a credit card sale is to enter (or write or buy a program to enter the data into the software for you) the credit card information including customer name, address, phone, card number, expiration date, and the amount of the sale. Using your computer's modem and a free telephone line, the computer will call either a local or a toll-free number at an authorization center and within a matter of seconds receive either verification or refusal. Once the transaction has been authorized, the money is moved into your checking account—usually within one to three business days. You can "batch process" sales, meaning you can enter a group of transactions for many customers and then make one call to process all the transactions.

If you can afford the additional cost, you can have software developed that will perform this function on-line while the customer is waiting. This can be very important for any business selling on-line services such as access to subscription information or anything that can be downloaded by the customer immediately. Artec International, the company that sells electronic greeting cards on-line, has developed software and found a bank credit card system that will allow it to verify customer credit card information within a few seconds so the customer can immediately download the product.

### AVS Fraud Protection

For those starting out, we recommend you choose an option offered by the bank who issues your merchant account called the address verification system (AVS). Using AVS you can verify information the

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customer supplies to you such as zip code and street address, which helps prevent the unauthorized use of credit cards to obtain goods. The AVS system checks the address information you supply about the customer against the information in the billing address database of the bank's computer and will tell you if there's a discrepancy. (If the customer is buying a gift and asking that it be shipped to another address, you can and should ask for both the customer's address and the shipping address.) If the information you have and the bank's address for the customer do not match up, that's one of the signs the transaction may not be legitimate.

Should the AVS detect a discrepancy in the address information, you can protect yourself by asking the customer for further verification to confirm the customer is the valid card holder. It's common to ask for a correct billing address or proof of address. If the customer claims she's moved, ask for another type of verification, such as asking for a fax of their identification with the new address shown on it. If someone is using a stolen credit card number and you ship your product or provide your service without getting a signed delivery receipt, you run the risk of getting a "charge back." This is something you want to avoid, and we'll tell you why in the next section.

**TIP** *At the time of this writing, there was no way to get AVS verification on credit cards for international customers. Most merchants we've talked with ship to international customers using credit cards anyway because international orders tend to be more lucrative and fraud has been rare.*

### Charge Backs

A hated term in the credit card industry, *charge back* is the automatic deduction from your merchant checking account of funds that were deposited there after a customer transaction. Charge backs occur because a customer successfully disputed charges you made to his credit card account. While this isn't always the case, charge backs connote that someone is fraudulently using a credit card.

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Customers must dispute in writing charges they believe were incorrectly placed on their credit card accounts. You as a merchant have thirty days once contacted to show proof that the charges are valid and that the customer received the goods or services that show on their credit card account. A signed delivery slip is the most common way to answer a customer challenge.

In addition to costing you money, charge backs can also get your merchant status canceled with the bank. Too many charge backs can make the bank believe your business is not a good risk. Once your merchant status has been canceled, it is extremely difficult to reinstate. For businesses doing a brisk credit card business, a flag goes up at the bank if charge backs total more than 1 percent of total gross sales via credit card. The most common way to protect yourself from charge backs is to use AVS to get validation of each card holder's address information before you send a charge through.

### Advantages and Disadvantages

The main advantage to accepting credit cards is the convenience for the customer, the fact that customers understand the use of credit cards, and credit card use is more secure than other convenient forms of payment. In addition, customers can do everything required to place orders right there on-line. They don't have to hang up their Internet connection to dial your number or find an envelope and stamp to mail you a check. The bottom line is, accepting credit cards means more business for you.

In addition, credit card processing can improve your delivery time to the customer, especially if you're waiting for orders to arrive before garnering product to ship or having another company ship the orders for you (called "drop shipping"). If you have payment guaranteed, you can order goods more quickly and deliver to your customers faster. If your business depends on recurring payments to be made by customers, such as subscriptions or installment payments, you don't have to concern yourself about customers forgetting to pay or being late sending payments. You can also skip the expense of sending monthly notices and hiring additional staff to process checks and postage costs. And you can sell to international customers without

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worrying about exchange rates, like Marilyn Butz of bizcardpro (profiled in the introduction).

The main disadvantage of accepting credit cards is the expense and hassle of becoming a credit card merchant, the additional work on your end to accept credit cards, and the increased cost over other methods of payment.

### Demand Drafts

One way to accept payments is to simply have the customer write a check and send it to you. However, in the U.S., there is a way to accept checks without ever seeing or handling the customer's actual paper check. It's called the "demand draft." This method of payment is typically used for a fast turnaround and is perfect for Internet transactions and subscription services. Sanctioned by the U.S. Federal Reserve System, demand drafts allow businesses to serve millions of consumers with credit card-like convenience.

### What Is a Demand Draft?

Demand drafts look just like checks and are printed in the location where they will be deposited. The printing is usually done by a third-party service, called a demand draft service bureau, that handles payment processing for businesses. Once a consumer provides his or her checking account number, bank number, check number, and address information to the business, that information is turned over to the service bureau.

The service bureau then generates the demand draft, which is a document that looks like one of the checks in the consumer's checkbook. These documents are imprinted with the consumer's name, address, phone number, account numbers, and the numbers necessary to route the draft through the bank's check-clearing system. The main difference is that, instead of a signature, the demand draft has either the customer's name or a statement such as "preapproved" or "signature on file" printed on it. The demand draft is then deposited and clears just like a check. The lack of a handwritten signature is not a problem in processing.

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### Who Uses Demand Drafts?

Millions of businesses use demand drafts for payment in lieu of credit cards from consumers who either don't have or don't want to use credit cards. Demand drafts are commonly used by *Fortune* 500 companies, insurance companies, and mortgage companies as well as airlines, car rental companies, on-line services such as AOL, and Internet businesses. Drafts can be printed on a recurring or one-time basis, and are even used by collection agencies for incremental payment of bad debts. They're most often used for recurring payments such as car payments or subscriptions.

Processing demand drafts is a lucrative business. Telephone Check Payment Systems (TCPS) of Kihei, Hawaii, a demand draft service bureau, reported to the FTC that it has over 7000 business clients for whom it processes approximately 38,000 demand drafts totaling about \$5 million each week. Another bureau, Baltimore, Maryland-based Accelerated Payment Systems (APS), told the FTC it processes half a billion dollars worth of demand drafts each year.<sup>1</sup>

### What Does It Cost to Use Demand Drafts?

To accept demand drafts, you have to contract with a service bureau. Set-up costs run between \$300 and \$500. The service bureau will probably require you to open a checking account with its bank for deposit of demand drafts to your business, though some service bureaus will overnight to you the printed demand drafts instead of depositing them (this costs extra). Most service bureaus charge \$1 per draft or 1.75 percent of the amount of the draft, whichever is more, and they automatically deduct the fee from your checking account.

### Advantages and Disadvantages

The advantage of accepting demand drafts for payment is that customers can complete their orders on-line, so they don't have to hang up their Internet connection to call in the order or remember to mail

<sup>1</sup>Jody Bernstein, Director of the Bureau of Consumer Protection, U.S. Federal Trade Commission, from a speech entitled "Demand Draft Fraud," presented before the House Banking Committee, Washington, DC, April 15, 1996.

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you a check later. You can also deliver to your customers faster. If your business depends on customers making recurring payments, you don't have to concern yourself about their forgetting to pay or being late sending payments. You also do not have the cost of salaries, paper, and mailing for processing recurring transactions. And you can sell to millions more customers because all you need is that the customer have a checking account instead of requiring a credit card.

A disadvantage of using demand drafts includes the FTC requirement that one of three methods of verifiable authorization take place: written authorization, a recording of the customer's voice authorizing the transaction, or a written confirmation notice sent to the consumer before the demand draft is submitted for payment. Penalties for failure to conform to this FTC requirement include fines of up to \$10,000 per violation, nationwide injunctive relief, rescission of contracts, damages, and giving up any money obtained.<sup>2</sup>

Another problem is that customers may be nervous about providing their checking account information to a company on the Internet. The FTC says demand draft fraud has already cost consumers tens of millions of dollars, and demand drafts are much less secure for the consumer than credit cards.

As with accepting credit cards, you'll be faced with fees for the service bureau, but these fees are usually less than those associated with credit cards. You could face delayed access to funds, however, if the service bureau insists on depositing the drafts to a bank in another state.

Finally, demand drafts are a U.S.-only option. Unless your international customers have an account in a U.S. bank, you cannot make use of a demand draft to accept payment.

#### Electronic Cash

This type of service tends to be attractive to people with a lot of Internet experience, such as programmers and people who deal on the Internet on almost a daily basis. Most of the merchants who are in-

<sup>2</sup>Ibid.

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involved in using electronic cash are those who sell software on the Internet, especially those who develop shareware.

Electronic cash is simply an account that both the merchant and the on-line customer set up with what we'll call electronic cash service bureaus. The most popular electronic cash service bureaus are First Virtual Holdings, CyberCash, and DigiCash. These companies require the customer to make previous arrangements to be assigned either an account number or special software that can be used with participating merchants for purchases on the Internet. To set up an account, customers usually call a toll-free number and give their credit card or bank account information over the phone rather than over the Internet. For people who have intimate knowledge of how the Internet works or who are concerned about Internet security, these companies are an attractive option. These bureaus say credit card and account numbers are never transmitted over the Internet or stored on a computer connected to the Internet.

For merchants, these services tend to be expensive, both in the fees paid and in cash flow. The merchant pays an application fee that can vary from \$10 to \$400, an annual fee that can range from \$10 to \$400, a percentage of sales ranging from 2 to 3 percent, and fees that can range from \$1.30 to over \$2.00 per transaction. Also, funds can be held by the service bureau for anywhere from four to ninety days, depending on the length of time the business has been around and the size of the transaction(s) involved.

If you're a small or new Internet business, you'll probably pay lower application and annual fees for electronic cash than other options. Also, you won't have to be concerned about special programming of your site to guarantee security to customers. But you'll face a trade-off of higher percentages and fees as well as those ninety-day hold times for funds.

So the main advantage of electronic cash is that it keeps people from having to send their bank account or credit card information over the Internet and small or new businesses can get set up easily to accept it. The disadvantage of electronic cash is that it requires more work on the part of the customer and it can stifle cash flow for the merchant, especially for smaller merchants.

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What's interesting is how the concern over Internet security is giving electronic cash firms a hold in the service bureau marketplace. We'll talk about security issues in cyberspace next.

#### Security Issues

Anything sent over the Internet is sent through several different computers before it reaches its destination. The concern regarding Internet security is that unscrupulous hackers can capture credit card or checking account data as it's transferred or break into the computers connected to the Internet to steal the same information.

The answer is to encrypt the sensitive data into a code and send it across the Internet where it's decoded on the other end. This process of securing data is what is usually meant by the terms "e-commerce" or "e-business." With security in mind, the major vendors of Web servers and Internet browsers have implemented encryption techniques and attempted to standardize those encryption techniques across the Internet. The software handles the encryption or encoding on one end and the decoding on the other. Users are informed of the secure transaction because their Internet browser puts a special message on the screen and/or offers a visual clue. A common clue is to show an image of a broken key in the lower left-hand corner of the Web browser when regular, nonsecure transactions are taking place (see Figure 9-1) and a whole key when secure transactions are taking place (see Figure 9-2).

In order for you as the merchant to implement security functions for Internet transactions, you must use a Web server capable of those security functions. The most popular of these security codes is the Secured Sockets Layer (SSL). Other encryption schemes can be used with SSL, such as the Secure Electronic Transaction (SET) standard. Netscape and Microsoft both provide "secure Web server" software to those setting up Web servers, and the most popular Web browsers are built to accept and use these security functions. The bottom line is that you must check with your ISP about implementing security features for Internet transactions or purchase secure Web server software if you set up your own server.

One of the reasons for the popularity of electronic cash among

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FIGURE 9-1: Internet transactions that are not security encrypted are often indicated by a visual symbol such as this broken key.



FIGURE 9-2: Secure Internet transactions can be indicated by a visual clue such as this whole key.

people who frequent cyberspace is that they understand what it takes to capture and illegally use sensitive information passed over the Internet. Standardizing encryption techniques can mean criminals can also learn the standard and use it to their advantage. But decoding encryption takes greater skill, so fewer criminals can do it.

Security on the Internet is much like security for your home. There's a point where the effort outweighs the advantages. As with your home, you usually stop adding security features when you feel safe. Making your customer feel safe is what's important in doing business on the Internet. If your customers tend to be very Internet savvy, then they may be willing to go to the extra effort to get an electronic cash account, and that type of security may make a lot of sense for your business. If your customers are average people accustomed to using credit cards, then more standard methods such as SSL and AVS are probably enough protection to make both you and your customers feel secure.

Knowing the needs of your customers determines the level of security you choose. In addition, if you know the needs of your cus-

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tomers, you may be able to provide links to helpful resources while enhancing your bottom line. We'll cover how to do that next.

### Commission Sales or Pay Per Sale (PPS)

If you're selling something in cyberspace, it's often an advantage to get a smaller number of people who are interested in your product than a large number of visitors who are "looky-lou's." Visitors who don't buy cost you money since many ISPs charge more when traffic goes up or the amount of information stored to serve increased visitor traffic increases. And nonbuyers tie up computing resources, slowing things down and causing frustration for those who want to buy.

As a result, a number of retail sites have decided to share the wealth to get other sites to create links. Book retailers, florists, art dealers, electronic greeting card companies, and others are offering a cash bonus to sites who refer visitors that buy. Referral fees range from 2 to 20 percent or more of sales.

Most retailers require linking sites (often referred to as "associates") to fill out an application for approval in order to collect the referral fees, which are usually paid out quarterly. Links can be created in a number of ways from simple text to banner ads, but associate sites are provided with graphic from the retailer, usually in the form of a logo, to post as a link. Typical commissions range from 5 to 10 percent of sales. For example, bookseller Amazon.com has an associates program that allows other Web site owners to sign up to reference specific book titles for which the referring site gets as much as a 15 percent commission. Tenagra Corporation, who runs a site dedicated to the Year 2000 problem (<http://www.year2000.com>), said it has earned over \$700 in three months by referring visitors to Amazon.com.

Commissions and the manner in which the commissions are calculated vary. Some retailers only pay a commission on certain items specifically mentioned on an associate's site. If the visitor buys the items mentioned on the referring site as well as other items, the referring site gets a commission only on the items mentioned, not on the entire order. If the visitor decides to buy other items altogether, the referring site is not paid.

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Some sites offer a lower commission on referred sales but pay on any purchase made. If a specialty item is involved, such as medical book titles from a site specializing in medical texts, commissions go down even further. The argument here is that manufacturers or publishers who produce items for a narrow market don't offer discounts, so the distributor must pay a lower associate commission.

Delayed purchases present another problem. Visitors may be referred from an associate site, browse the site, and then go back hours or days later to buy. Few retailers address this problem. However, there are sites who specify that within a certain number of days, if a referred visitor buys, a commission is paid to the associate.

We would suggest if there are retail items or services that visitors to your site might want, you should look for other sites that carry those items and propose an associate deal. To find sites that already have such programs, go to your favorite search engine and use the search term *associates program*. This should bring you a number of retail sites who offer referral programs.

If you do decide that being a middleman is for you, here are three tips. First, shop around to compare commissions and reputations. Remember that the sites you refer visitors to reflect on your site. Second, compare delivery speed. You might decide that getting books or other items delivered to your visitors faster (a couple of days instead of four to six weeks) is worth more than a higher sales commission.

Third, watch how you present the items you get a commission on. We visited a site that, in an effort to come clean, said, "We list these books because we like them, not because someone pays us to. We receive a commission each time you buy one of these books." An explanation like this isn't necessary. It implies the site was just listing the books to get a commission, an idea most people wouldn't think of unless it was suggested. It is better to just list the items and the links, then let visitors make up their own minds.

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**CASE STUDY**  
**DAVE BOLLINGER AND HUNTER MELVILLE**  
**CYBERRENTALS**  
**LUDLOW, VERMONT**  
**HTTP://CYBERRENTALS.COM**  
**VACATION RENTAL DIRECTORY ON THE WWW**

Dave Bollinger and Hunter Melville were best friends from high school. Once they graduated, Dave worked in a bank for six years while Hunter worked in his family's bed-and-breakfast, then managed a ski resort. The two kept in touch. One day they decided to get together and start a business serving people who needed services for their rental properties, like lawn mowing and snow shoveling. According to Dave, performing services just naturally grew into handling the rental properties for the owners.

In a seemingly unrelated incident, Dave hit a deer with his Camero, and Hunter's wife started complaining about how beat-up the car looked. So Hunter started looking at photos of used cars in an auto trader publication. From that, he got the idea that he and Dave could start a similar pictorial publication for vacation rentals. So they started the *Vermont Rentals* and *Cape & Island Rentals* magazines.

In 1995, Hunter, who likes computers, got on the Internet and decided the magazines could be turned into a Web site that people could use in cyberspace to locate vacation rentals. So the pair started looking on the Internet and found an ISP in Oregon who could do their site. "We wanted something clean and user-friendly. And we wanted to avoid bells and whistles, flashy stuff, and garbage," Dave said.

The CyberRentals site now boasts rentals nationwide and in 1997 had over 2,000 advertisers and 1.3 million page impressions per month. Dave said while growth doubled in 1997, he and Hunter have taken a steady approach and are letting the results of advertising on the site speak for themselves. They've promoted the site in search engines, by purchasing banner ads on Yahoo, using strategic links with other sites, and by advertising in their own publications as well as in *Internet World* magazine.

CyberRentals takes credit cards from advertisers and has created a uniform look for the site by having people fill out a form they created. Filling out

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the form assures no information is forgotten and formatting of the material for the site can be uniform. Development and updates to the site are done using Adobe *Pagemaker*, which is also used for developing the print publications.

Dave said that while they allow the rental property owners and the customers to make their own arrangements, they understand the rental business, so they provide advice both to potential renters and to those new to offering vacation rentals. The advice includes information on standard confirmation and cancellation policies, check-in and -out times, how things should be cleaned, and rental agreement forms.

The Web site has grown to be a full third of the business, and Dave said international customers are starting to approach them about vacation sites. Dave and Hunter still do property management and publish the rental magazines, but they expect the Internet part of the business to continue to grow.

### Page Impressions and Click-throughs

We've talked a lot already about advertising and sponsorship, but not from a monetary standpoint. As you'll recall, advertisers are looking for eyeballs and, therefore, tend to gravitate toward sites that have a high number of visitors. The standard rate of payment is on a per thousand (cpm) page impressions or page views. Sometimes advertisers insist on an "ad view" count, which is the number of times their ad was actually loaded to site visitors. Rates per thousand vary widely from \$.55 to \$5.00 cpm, depending on site traffic and the demographic characteristics of site visitors.

Some advertisers pay per click-through, which means the advertiser only pays when someone actually clicks on their banner ad. Click-through rates generally range from 2.5 cents to \$.35 each. Click-through is considered a very good deal for the advertiser, but a poor deal for the host site because the advertiser gets exposure whether the banner ad entices people to click on it or not.

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### Advertising Agencies

Internet advertising agencies work to place advertisers with Web sites. Agencies typically charge Web sites 15 to 75 percent or more of the total advertising revenues. Some work on a sliding scale, paying more per cpm as site visitors reach higher levels. In addition, agencies may have a sign-up fee of \$200 to \$3,000. Agencies look for sites with consistently high page impression counts, starting at about 250,000 a month. They also like to control the revenue and pay slowly, often taking thirty to ninety days.

#### CASE STUDY

STEWART UGELOW  
STUDENT.NET PUBLISHING  
NEW HAVEN, CONNECTICUT  
HTTP://WWW.STUDENT.NET  
WEB SITE AIMED AT COLLEGE STUDENTS

Stewart Ugelow was a student studying print journalism at Yale and working summers in Raleigh, North Carolina, for the *Raleigh News & Observer* when he got the idea of setting up a Web site aimed at college students. The *Raleigh News & Observer* was one of the first newspapers to go on-line, and Stewart got to know the people in the on-line division. The paper had just launched an on-line service aimed at high-school students, and Stewart said he was hoping to start an on-line service aimed at college students.

But the *Raleigh News & Observer* was purchased by another company who changed the direction of the products and services of the paper. Stewart said he just couldn't walk away from his idea. So he got together with a group of five other students at Yale and tried to find someone to back them financially in starting a Web site aimed at college students, financed by advertising. "Companies said to us, 'It sounds like a great idea. But you're six college students with no experience, no revenue, and no site. So come back to us when you have a site.'"

So the group pooled their savings and started the Student.Net site.

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Based on the business model of a magazine, Student.Net started by publishing a story per day written by college journalists around the world on topics of interest to students. The first story was a guide to brewing beer in your dorm room. While the content drew interest, the problem was that most of the early writers were volunteers. Stewart said he learned quickly that you simply cannot rely on volunteers to produce a commercial product.

Three weeks after the site was launched it was written up in the *Los Angeles Times*, *USA Today*, and then the Netscape site listed the site as a hot site. What drew attention was the site's television search and reminder service, which was the first of its kind. Site visitors can look up the times, dates, networks, and subjects of upcoming episodes of favorite TV shows. In March 1996, there was a point when the site traffic was so heavy that the Pentium PC that functioned as the site's only server was going down every four minutes.

Inside of four months, Student.Net was meeting with media companies to discuss advertiser support. At the time of our interview, Stewart said the site was selling advertising for \$50 cpm or about \$.05 an impression, a rate that decreased as advertisers bought volume. While the rates are higher than the industry standard, Stewart claims that Student.Net can garner higher cpm rates because of the unique nature of the site's audience.

To promote the site, Student.Net buys ads in college newspapers and on MTV. Stewart said there's also a paid staff person to handle promotion and the site has retained a college public-relations firm.

Concerning future plans for the site, Stewart recognizes it's important to stay in touch with the college crowd. "A lot of us are young and fairly close to our market. Our plan is to continue adding people recently out of college."

### Techniques to Protect Yourself

Should you find yourself negotiating a deal with another party on the Internet for advertising or any other business arrangement, we encourage you to do a few quick checks to protect yourself. While it may not be possible to check everything, you can verify the most basic facts and find out a little about the company quickly and easily on the Internet. If you discover you cannot verify the address or tele-

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phone information or you cannot find out anything about this company using search engines, you should beware.

#### Verification Using the USPS Database

You can verify that the U.S. Postal Service has heard of a company doing business in the U.S. by doing a ZIP code look up on-line. The USPS maintains a huge database of every U.S. delivery address and the company names that go with those addresses. The database is available on-line at the USPS Web site for the purpose of helping people get the correct address and ZIP code information for sending mail, but you can use it to make sure that the company and the address you have for someone you plan to do business with are at least recognized by the USPS.

To use the ZIP code look-up feature, go to the USPS homepage at <http://www.usps.gov> and look for the ZIP code information look-up feature. This feature will allow you to enter the company name and address information and will check the information you enter against the USPS database. The ZIP code look-up feature will correct small errors in the address such as suite numbers, misspellings, or provide or correct a ZIP code, but if the address is bogus or the USPS doesn't recognize it, the ZIP code look-up feature will tell you that.

#### Verification Using the InterNIC Whois

If you remember from chapter 7, we said you could look up a domain name you're interested in by using the InterNIC's Whois on-line database to see if it is available. Well, you can also use the Whois database to get or verify information about someone who owns a domain name. Information available includes e-mail addresses, mailing addresses, telephone numbers, and the names of the people who administer the site using the domain name. If you're approached by a company you're thinking of doing business with, this is another way you can verify the information you're given. The Whois database is available under registration services at the InterNIC homepage at <http://www.internic.net>, and there's a tutorial to show you how to use it.

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#### Research Using Search Engines and Usenet Newsgroups

Another technique is to look up the company's name and names of individuals involved using search engines like Yahoo or Alta Vista. If there's been something written by a third party, good or bad, you may be able to find it. Some search engines, such as Infoseek, allow you to search Usenet newsgroups for keywords as well, so you may find information there. Just be aware that all this information can be subjective and much of it is from unknown sources. Anyone can say almost anything on the Internet, but if someone is saying something about a company you're thinking of doing business with, that's information worth having, particularly if similar things are being said by a variety of people.

#### Conclusion

We've seen in this chapter how there is a variety of ways you can get paid on the Internet. We've talked about how to get set up to take electronic forms of payment such as credit cards, demand drafts, and electronic cash. We've also looked at the security issues involved and the types of customers attracted to each payment option. In addition, we've discussed ways to earn income via commission sales, page impressions, and click-throughs, and what to expect from advertising agencies. Finally, we covered ways you can quickly use free search and look-up tools on the Net to verify information on companies and individuals you're thinking of doing business with.

In the next chapter, we cover how to select an ISP, both from the point of view of hosting your Web site and from providing personal Internet access. We also will discuss the types of Internet connections and give you ideas for what to look for that should save you some serious headaches later on.

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## Choosing an ISP

Being aware is more important than being smart.

—Phil Jackson,

coach of the Chicago Bulls basketball team, from  
Sacred Hoops: Spiritual Lessons of a Hardwood Warrior



Now that you've determined your Web site design, decided how you're going to promote your site, and figured out how you'll get paid, you're in a position to search for an ISP to host your site on the Internet.

Basically, choosing an ISP is about speed, availability, and support. When we say speed, we mean how fast visitors can access your site. Availability means how much of the time the ISP's hardware is up and running and how long it takes to get things working again in case of a problem. And support means what the ISP will do for you in terms of technical support and giving you information about visitors to your site. If you plan to set up your own server to host your Web site, this chapter can still help you because you'll learn about the various options for connecting to the Internet and the kind of issues you need to be aware of.

To start off, we'll talk about ways to find an ISP, then work through

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questions you should ask potential candidates. You will probably find the answers to many of these questions on the ISP's Web site in an information section or a frequently asked questions (FAQ) section.

Then we'll discuss finding an ISP for yourself. As you've seen in some of the case studies in this book, having a Web site does not necessarily mean you have Internet access or even have a computer! Since having someone host your Web site is often not the same thing as getting Internet access for yourself, we've also included a section titled "Your Personal Internet Access" that covers tips and suggestions for getting yourself on-line.

And finally, at the end of the chapter, we have some fun with Internet terminology by offering suggestions for things you can say at parties to show your Net savvy. So first, let's talk about how to go about finding potential ISPs.

### Finding an ISP

The first thing to do is to find some ISPs to evaluate. If you hire a Web site designer, the designer may know someone to handle the location of your Web site for you. In fact, some designers have a Web server in the corner of their office, connected to the Internet, where the Web sites of business clients reside. If you know someone who does Web page design, you might ask for referrals to Web servers willing to host your site.

You can also use search engines on the Internet to look up businesses who host Web sites. Your local telephone company probably offers Web site hosting, so you might check there. You might also check with sites that load quickly when you've visited to see who's hosting those sites. Geographical location doesn't have to be an issue, although if whoever hosts your site is in the same country you're in, and maybe even the same state or province, you'll have some leverage in enforcing your legal rights should things go sour.

Once you've found a few potential candidates for hosting your site, here are the questions to ask.

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### Questions to Ask an ISP About Hosting Your Site

Here are the questions you should ask a potential ISP that might host your Web site. We've also included some explanation of terms with each question, so that you'll understand the answer.

#### How Close Is the ISP to the Backbone?

This is usually question number one because the answer will tell you something about how long a visitor will have to wait to see your Web site. Sometimes the question is put this way: "How many hops are you from the NAP?" The lower the number of hops from the NAP, the better. Anything over ten is considered too many. To understand this question, we need to do some explanation of the physical structure of the Internet.

#### The Physical Structure of the Internet

The Internet uses the communication lines and connections put in place by telephone companies to send information. Some lines are shared, and others are dedicated. Use of this existing network is what has allowed the Internet to expand so quickly to the global network that it is today.

The function of an ISP (Internet Service Provider) is to provide access to the Internet. ISPs maintain computers with permanent connections to the Internet. These interconnected computers are in constant communication and are out of communication only if there is a hardware failure or a loss of power. There are ISPs that deal exclusively in providing connections to other ISPs, and there are ISPs that deal with business and commercial customers.

The faster and more permanent connections are called "backbones," and these form the most basic structure of the Internet. In the beginning, there was just one backbone, but in 1997 there were thirty-six backbones, run mostly by telecommunication companies such as MCI.<sup>1</sup> A connection to an Internet backbone is referred to as a Network Access Point (NAP, pronounced "nap").

<sup>1</sup>Jack Rickard, "ISPCon Post Mortem," *Boardwatch* (October 1997): <http://www.boardwatch.com>.

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Another word for NAP is MAE (pronounced "may"). May stands for Metropolitan Area Ethernet and is a brand name owned by a company called MFS. The original MAE was set up in Washington, D.C., but there's another famous NAP located south of San Francisco in Silicon Valley called MAE-West. Even though technically MAE refers to the NAPs started by MFS, MAE is often used interchangeably with the term NAP in the same way that people sometimes use the brand name "Xerox" instead of "photocopying."

#### Hops

Data traveling on the Internet, whether they are Web page documents, e-mail, or any other type of information, are transferred from one router (or node) to another until they reach their destination. Each transfer is called a "hop." The fewer hops your data have to make, the better—fewer hops mean your data travel faster. It's not unusual to hear someone criticizing their ISP by saying something like "I was twelve hops from the NAP."

#### What Kind of Connection Does the ISP Have to the Internet?

Communication on the Internet is all about how fast files can be delivered to the computer of the person visiting your site. The bottleneck on the Internet has always been the communication speed, and not usually the speed of the computer that sends or receives the information. The type of connection to the Internet that the ISP uses will tell you the speed of the connection. In order to understand the answer to this question, we need to cover the various types of connections ISPs use to access the Internet. But first, we need to define the terms used to describe communication speed.

#### How Communication Speed Is Defined

In general the measure of how fast data can travel from one computer to another is measured in bits per second (bps). A bit is the smallest piece of information a computer can transmit, and eight bits make up a "byte." It takes a byte of information to describe a single character, such as the letter A.

As a shortcut, speed is sometimes referred to in kilobits per sec-

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ond or Kbps. This means that 57,600 bps would be 57.6 Kbps (often referred to as "fifty-seven, six"). For faster connections, the term used to describe the transfer rate is megabits per second (Mbps). A megabit is 1,024 kilobits.

#### Leased Lines (T-1 or T-3)

Used primarily for multiple simultaneous connections, leased lines are permanent connections to the ISP's computer and are called T-1 and T-3. The speed of a T-1 line is 1.544 megabits per second (Mbps). Each T-1 line has 24 channels capable of data transfer rates of 64 Kbps each.

A T-3 line is 45 Mbps and has 672 individual channels, each capable of a 64 Kbps data transfer rate. Internet backbone connections are T-3 lines, also sometimes referred to as DS3 lines. To give you an idea of what an ISP pays for a leased line, a 1998 *PC Magazine* column reported a T-3 leased line was about \$45,000 a month.<sup>2</sup> Because of the expense of these types of lines, it's not unusual for an ISP to have a *fractional* T-1 line, meaning that the access and the expense of the T-1 connection is shared among several businesses.

The speed of the ISP's connection to the Internet is sometimes called its "bandwidth." The more bandwidth, or the faster the connection, the faster your Web pages will be served to those who request them.

#### ADSL (xDSL)

Popular in Canada and spreading in the U.S., ADSL (Asymmetric Digital Subscriber Line) is a new digital technology that works on existing copper telephone lines (also known as POTS lines). Different standards exist for this digital subscriber line, so sometimes you'll see it referenced as xDSL, with the "x" representing a term to describe the standard used. There are Asymmetric DSL (ADSL), Consumer DSL (CDSL), Rate-adaptive DSL (RDSDL), High-bit-rate DSL (HDSL), ISDN-like DSL (IDSL), Single-line DSL (SDSL), and Very-high-data-rate DSL (VDSL). Each one has different speeds and require-

<sup>2</sup>Ben Elgin, "ISPs Work Around T-3 Rate Hikes," *ZDNet* (January 26, 1998, 1:26 PM EST): <http://www.zdnet.com>.

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ments and is available in different areas. While speeds vary, ADSL service is about 1.5 Mbps.

#### Dedicated ISDN

To provide faster access, the telephone communications industry has come up with fiber-optic cable for data transmission on Integrated Services Digital Network (ISDN) lines. These are telephone connections that use digital signals instead of the old analog signals. ISDN offers a number of benefits, including security and a data transfer speed of around 128 Kbps. Dedicated ISDN is sometimes used by smaller ISPs for Internet access because it costs considerably less than leased lines.

#### What's the Speed of the ISP's Backbone?

Backbones can be different speeds and often use the same types of telephone company leased lines that ISPs use. The most commonly used leased lines are T-1 and T-3, although some backbones use fractional T-1 lines. Some backbones, or MAEs, are faster than others. You want to know the type of backbone the ISP is connected to because that will tell you the speed. The Business Research Group of Newton, Massachusetts, said that in 1997 half of all the ISPs in the U.S. used a backbone with a T-3 line, while another third used backbones with a T-1 connection.

#### How Much Space Can I Get, and What's the Cost?

The next issue is how much does disk space cost on the server. Most small businesses can get by with very little disk space to start out with. A whopping 800 pages of HTML-coded pages will fit in a mere five megabytes of disk space. However, if you get a lot of e-mail or plan to have an extensive database, you will need more disk space. Software used for tracking your hits and referral pages may also need to be stored on your portion of the ISP's hard-disk drive, which could inflate your disk space requirements. You want to find out how much more disk space costs and in what increments.

Of course, this requires that you know how much material you're

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putting on the ISP's hard-disk drive. So if you plan to hire a Web page designer, do that first, then find a place to house the site. The other way to handle the disk space situation is to limit yourself to the minimum space allotted by your ISP until your Web business expands enough to pay for the additional disk space.

#### Who Are the ISP's Other Customers?

You should talk with the other business clients that your ISP houses to find out about their experiences with the ISP. You can often send e-mail to ask these questions. While your ISP may give you a list of businesses to talk with, you can often visit an ISP's site and find businesses hosted there. In the same vein, if you find a site that loads particularly fast, you might ask the site owners who is hosting their site.

#### What Kinds of Additional Services Are Offered?

You'll want to ask what kind of services you can expect from your ISP. Does the ISP offer design services, site promotion, and domain name registration? (Check chapter 8 before you register your domain name.)

You might also want to ask about e-mail alias services. E-mail aliases are e-mail addresses on your site that are automatically forwarded to another e-mail address. This means you can have an e-mail address such as [info@yoursite.com](mailto:info@yoursite.com) forwarded to your e-mail account at [youraccount@aol.com](mailto:youraccount@aol.com). So if you have an established e-mail account or it's impractical for your ISP to offer you personal Internet e-mail, you can still have a professional look.

Also, if you can use e-mail aliases and have someone doing work on your Web site, you can automatically have certain e-mail addresses forwarded to him or her. In fact, you might be able to get the mail messages left by people who visit your site forwarded to several other e-mail addresses. But you have to ask before you can find out the answer.

Your ISP may tell you about their POP. POP, in the context of e-mail, stands for Post Office Protocol, which is the protocol used for electronic mail servers for the transmission and storage of e-mail. Sometimes you'll see POP used in conjunction with another acronym,

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SMTP, which stands for Simple Mail Transfer Protocol, or IMTP, which stands for Internet Message Transfer Protocol. All that these refer to are standards for e-mail, some of which allow special features. For example, some versions of IMTP allow you to search through your e-mail messages for keywords without having to download all the mail to your own computer first. If the e-mail service has special features, you'll want to find out about those features and also find out what type of software you need to take advantage of those e-mail features.

You'll also want to ask about reports on your site activity. Does the ISP have the capability to give you referring page information, hits, page views, etc., to help you track activity on your page? This information can be gained with off-the-shelf software packages, or the ISP can write the software (and many do). Also, if there are reports available, how often can you get these reports—hourly, daily, weekly, monthly?

#### How Much Is the Server Available?

You want to know how much the server your Web site is on will be available. If the ISP is up all the time, they'll sometimes say "7X24" or "7 by 24," which means seven days a week, twenty-four hours a day. Servers do require maintenance, but if they tell you they're up 7X24, then the maintenance is the ISP's problem, not yours.

You also want to know about their contingency plans. Computer hardware is reliable, but problems do occur. The question is, What happens if the server goes down? How long does it take to get it running again? If only Ernie can fix it and Ernie likes to go on three-day fishing trips, then your site could be down for days if something happens to the ISP's server.

#### What About Technical Support?

Finally, you'll want to know what kind of support you can expect from your ISP. You want to know if the ISP caters to those starting out or are they aimed at Web professionals? What are the hours for technical support? Is there an additional charge?

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### Your Personal Internet Access

Most people who access the Internet from home or even from their business don't remain connected twenty-four hours a day but, instead, use "dial-up" connections. Unlike the more permanent connections, dial-up access requires that the user have software that dials a telephone number, then connects the computer to a "host" computer, which in turn is connected full-time to the Internet.

#### POP

ISPs call the location where you dial to gain access to their network a Point of Presence, or POP. Large ISPs have POPs in a variety of locations, so users who subscribe to the service can dial a local telephone number to get on the Internet. Most POPs allow users dial-up access, but there are POPs that allow a permanent, twenty-four-hour-a-day connection should you decide to set up your own server.

As you'll remember, POP also stands for Post Office Protocol, which is the protocol used for electronic mail servers. The only way to know which POP is being referenced is to look at the context.

#### Software

There are usually two pieces of software needed in order for you to "surf" the Internet using a dial-up connection. One actually dials the phone and makes the connection, so it gives your user name and password to the host computer, as well as making sure your computer and the host computer are "in sync." The other piece of software you need is an Internet browser that "talks" through the connection once it is made. Theoretically, you should be able to use any dial-up software to make the connection and any Internet browser to talk through that dial-up connection.

Sometimes the Internet browser starts the dial-up software without your help, and so you may never see the two different programs at work. But if you use other software to perform Internet tasks, such as special software to send your Web pages to your ISP, then you have to be sure the dial-up connection is working before you start the spe-

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cialized software. If you have a full-time Internet connection, the software that makes the initial connection between the computers just keeps running. Usually both the dial-up software and the browser software are provided by the service who charges you for Internet access, although the dial-up software is built into Windows beginning with the Windows 95 version. You must obtain any other software yourself, although you can usually get it through the Internet using your browser.

#### Modems

The device that interprets the data coming into your computer is known as a modem. Modem is short for modulator/demodulator. This means the modem can translate or modulate digital data coming from your computer into an analog signal that can be transmitted and then demodulates incoming analog data into a digital format. However, the term *modem* has been expanded to include any device that performs the necessary translation of transmitted data on its way into or out of a computer. The type of connection to your computer determines the type and speed of the modem, so we'll talk about the various types of Internet connections next.

#### POTS

POTS is what you have if you have a telephone. We referred to it earlier as analog telephone technology. POTS stands for plain old telephone service. The top speed that data can travel over these analog phone lines is about 57.6 Kbps or 57,600 bits per second (bps). All you need to use POTS is a standard analog modem, which is built into most new PCs, and a telephone outlet near your computer.

To give you an idea of how fast (or not fast) analog phone lines are, the average floppy disk drive transfers data to your PC from a diskette at the rate of about 30,000 bps. As you know if you've ever waited for data to load from a floppy diskette, this isn't exactly lightning speed. So that means a 57,600 bps modem is capable of transferring data only twice as fast as your floppy disk drive can load data.

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**TIP** Sometimes you'll see modem speed referred to as the "baud rate." The baud rate is the bits per second, so a 57,600 baud modem is the same as a 57,600 bps modem.

To get faster speed, there are more specialized connections such as ISDN, Cable, Satellite, and T-1 or T-3 leased lines. We cover those next.

#### ISDN

To provide faster access, the telephone communications industry has come up with fiber-optic cable for data transmission on Integrated Services Digital Network (ISDN) lines. These are telephone connections that use digital signals instead of the old analog signals. ISDN offers a number of benefits, such as two channels that can either be used separately or together and a faster data transfer speed of around 128 Kbps, or two channels of 64 Kbps each.

For our purposes here, we'll define a channel as a connection between two computers, but you can think of a channel as having the same functionality as a separate phone line. In fact, ISDN lines often offer two phone numbers, one for each channel. Use of an ISDN line requires a special modem known as an ISDN modem. You can purchase an ISDN modem that has standard modular phone line connectors so as long as the computer is on, you can use the ISDN line like a standard phone line for voice or fax and be connected to the Internet using the ISDN connection simultaneously. There is also dedicated ISDN service, which means you never dial in after the initial connection has been made but are always connected.

**TIP** ISDN availability, prices, and speeds vary from area to area. Check your local telecommunications company before making a commitment of your resources to ISDN.

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#### Cable

Another fast connection to the Internet is via cable. Cable modems use cable television connections to provide Internet access and are aimed at residential Internet customers. The cable company provides the modem and the installation, but you need a network connection on your computer known as Ethernet. Once the Ethernet connection has been established, you never again have to "log in" to the service as you do with dial-up services. However, some cable companies also require a standard dial-up modem and telephone line for data going from your computer to the Internet, so you only receive data using the cable modem. Many cable companies also act as the ISP, so your cable modem connection fee also gives you full-time Internet access at no additional charge.

While cable modems are fast, in the 3-to-30-megabit-per-second (Mbps) range for incoming data (downloads) and 128 Kbps to 10 Mbps for uploads, a problem the cable industry is working on is security. Each neighborhood shares a single coaxial cable backbone to which every cable modem in the neighborhood is always connected, so it's not hard for someone to "pick off" signals traveling on the cable or even hack into your computer. Filters are being developed to block this potential eavesdropping, but it's something you should discuss with the cable company before signing up for this service.

#### Satellite

Satellite Internet connections involve installation of a card into your PC and installation of a small satellite dish. Like cable, both television programming and Internet information can be relayed using a satellite feed. Satellite technology is increasingly important to Web surfers in Europe and Asia who want access to U.S.-based Internet information. These non-U.S. Web surfers are often competing through crowded phone networks and thus face long delays in receiving U.S.-based information using POTS service. Satellite access is much faster for these subscribers.

In the U.S., satellite connections are billed as ten times faster than a cable modem with speeds up to 4 Mbps. The wrinkle here is

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you cannot upload, so you still need a phone line and an ISP. You also need a clear area facing south for the dish to be installed on the outside of your home or office, and professional installation of the satellite equipment is recommended.

**ADSL (xDSL)**

Popular in Canada and spreading in the U.S., ADSL (Asymmetric Digital Subscriber Line) is a new digital technology that works on existing copper telephone lines (also known as POTS lines). Different standards exist for this digital subscriber line, so sometimes you'll see it referenced as xDSL, with the "x" representing a term to describe the standard used. (The various types of ADSL are listed earlier in this chapter.)

ADSL modems come in pairs, one for your end and one for the telephone company or ISP. You can make a connection with an ADSL modem only to its mate on the other end, so you cannot use your ADSL modem for any other ADSL service. Also, security is an issue with ADSL. ADSL service is about 1.5 Mbps for downloads and 64 Kbps for uploads.

**A Comparison of Communication Line Speeds**

The table in Figure 10-1 shows the various types of lines we've talked about in this chapter as well as the type of connection, the number of channels, and the data transfer speeds for each. Pricing varies from area to area, so we advise you to check with your local telephone company.

**Conclusion**

We've introduced lots of terms and new ideas in this chapter with an eye to helping you decode the language when you talk to ISPs. In the way of a recap of this chapter, we thought we'd give you some of the cooler terms introduced here in sentences you can use at social gatherings to impress your friends with your knowledge of the

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Internet. If you need a refresher, you can jump back into the chapter or look up these terms in the glossary.

**Cool Sentences You Can Use at Social Events to Show Your Net Knowledge**

*Disclaimer: Use these sentences at your own risk.*

1. *I couldn't believe it when I found out my ISP was fourteen hops from the NAP.*
2. *We went with (name of ISP) because we can use their Dallas POP for local dial-up access.*
3. *Have you heard America Online bought CompuServe because of the speed of its backbone? Who would have thought they'd have such a fast MAE?*
4. *I heard the DNS database of .com names was corrupted and it slowed the whole Net to a crawl.*
5. *We thought about just publishing our IP address as our URL rather than getting a domain name because we think people will like typing all those numbers. (Not!)*
6. *I taught myself HTML and used Word Pad in Windows 95 to create my Web pages.*
7. *We got an ISDN line so our uploads to our Web site are faster. It makes surfing great, too, and it's cheaper than two regular business phone lines.*
8. *I find it hard to believe that anyone thought they could charge money for a Web browser. By the way, what browser do you use?*
9. *I downloaded a cool page off the Net yesterday. Would you like the URL?*
10. *I changed my page, but it took forever for me to upload it to my ISP. I understand the traffic on the network was unusually heavy. How is access to your ISP?*

So we've reached the end of this book, but certainly not the end of your experience in cyberspace. For you, this is just the beginning.

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| Type of connection             | Dial-up    | Dial-up     | Proprietary    | Leased line       | Leased line    |
|--------------------------------|------------|-------------|----------------|-------------------|----------------|
| Speed in bits per second (bps) | 56,000 bps | 128,000 bps | 4 million+ bps | 1.544 million bps | 45 million bps |
| Speed as normally referenced   | 56 Kbps    | 128 Kbps    | 4 Mbps         | 1.544 Mbps        | 45 Mbps        |
| Number of channels             | 2          | 2           | 1              | 24                | 24             |
| Maximum speed per channel      | 56 Kbps    | 64 Kbps     | 4 Mbps         | 64 Kbps           | 45 Mbps        |

FIGURE 10-1: A comparison of the various telephone connections used to access the Internet and their speeds. \*Remember: You cannot upload using a satellite connection.

Again, here are our e-mail and Web site addresses. If we can help, we'd like to. We look forward to hearing your success story!

Paul and Sarah Edwards:  
 homepage: <http://www.paulandsarah.com>  
 Linda Rohrbough:  
 Linda@PCbios.com  
 homepage: <http://www.PCbios.com>

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**Internet Resources**

**WEB SEARCH ENGINES**

- |   |   |
|---|---|
| Alta Vista<br><a href="http://altavista.digital.com">http://altavista.digital.com</a> | Lycos<br><a href="http://www.lycos.com">http://www.lycos.com</a>                          |
| Deja News<br><a href="http://www.dejanews.com">http://www.dejanews.com</a>            | MetaCrawler<br><a href="http://www.metacrawler.com">http://www.metacrawler.com</a>        |
| Dogpile<br><a href="http://www.dogpile.com">http://www.dogpile.com</a>                | NetFerret<br><a href="http://www.netferret.com">http://www.netferret.com</a>              |
| Excite<br><a href="http://www.excite.com">http://www.excite.com</a>                   | Northern Light<br><a href="http://www.northernlight.com">http://www.northernlight.com</a> |
| Hotbot<br><a href="http://www.hotbot.com">http://www.hotbot.com</a>                   | Scrub the Web<br><a href="http://www.scrubtheweb.com">http://www.scrubtheweb.com</a>      |
| Infoseek<br><a href="http://www.infoseek.com">http://www.infoseek.com</a>             | Web Crawler<br><a href="http://www.webcrawler.com">http://www.webcrawler.com</a>          |
| LookSmart<br><a href="http://looksmart.com">http://looksmart.com</a>                  | Yahoo<br><a href="http://www.yahoo.com">http://www.yahoo.com</a>                          |

**INFORMATION ABOUT SEARCH ENGINES**

- |   |  |
|---|--|
| @bruceclay<br><a href="http://www.bruceclay.com">http://www.bruceclay.com</a> | Search Engine Watch<br><a href="http://searchenginewatch.com">http://searchenginewatch.com</a> |
|---|--|

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## WEB ANNOUNCEMENT SERVICES

PostMaster2  
<http://www.netcreations.com/postmaster>  
 Register It!  
<http://registerit.com>

Submit It!  
<http://www.submit-it.com>

## INTERNET ORGANIZATIONS

CommerceNet  
<http://www.commerce.net>

Electronic Direct Marketing Association (EDMA)  
<http://www.edma.com>

HTML Writers Guild  
<http://www.hwg.org>

International Ad Hoc Committee (IAHC)  
<http://www.iahc.org>

Internet Literacy Consultants  
<http://www.matisse.net>

Internet Society  
<http://www.isoc.org>

InterNIC Registration Services  
<http://www.internic.net>

Microsoft  
<http://www.microsoft.com>

National Association of Webmasters  
<http://www.naw.com>

Netscape Communications  
<http://home.netscape.com>

United States Postal Service ZIP Code Lookup  
<http://www.usps.gov>

Whois  
<http://rs.internic.net/cgi-bin/whois>

The World Wide Web Consortium  
<http://www.w3.org>

## INTERNET ADVERTISING AGENCIES

Double-Click  
<http://www.doubleclick.net>

Flycast  
<http://www.flycast.com>

IN2  
<http://www.in2.com>

Softbank Interactive Marketing  
<http://www.simweb.com>

## ADVERTISING RATES

Standard Rate and Data Service (SRDS) On-Line  
<http://www.srds.com>

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## ADVERTISING INFORMATION/DISCUSSION LISTS

Edelman Public Relations  
[www.edelman.com](http://www.edelman.com)

Internet Advertising Bureau (IAB)  
<http://www.iab.net>

MicroScope—weekly ad reviews  
<http://www.pscentral.com>

The On-Line Advertising Discussion Forum List  
<http://www.o-a.com>

## BANNER EXCHANGE SERVICES

LinkExchange  
<http://www.linkexchange.com>

## ELECTRONIC CASH ORGANIZATIONS

CyberCash, Inc.  
<http://www.cybercash.com>

Digicash  
<http://www.digicash.com>

First Virtual Holdings, Inc.  
<http://www.fv.com>

## MAGAZINES

*Advertising Age On-Line*  
<http://www.adage.com>

*Boardwatch*  
<http://www.boardwatch.com>

*ClickZ*  
<http://www.clickz.com>

*CNET*  
<http://www.news.com>

*Hits*  
<http://www.herring.com/hits>

*Internet World*  
<http://www.internet.com>

*NetMarketing*  
<http://www.netb2b.com>

*WebDeveloper*  
<http://www.webdeveloper.com>

*Web Developer's Journal*  
<http://www.nctweb.com>

*Web Master Magazine*  
<http://www.web-master.com>

*WebWeek*  
<http://www.webweek.com>

*Wired*  
<http://www.wired.com>

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## PRESS RELEASE SITES

Businesswire  
<http://www.businesswire.com>

PR Newswire  
<http://www.prnewswire.com>

PRWeb  
<http://www.prweb.com>

## SUBSCRIPTION-BASED ELECTRONICALLY SEARCHABLE DATABASES

Knight-Ridder Information, Inc.  
 Dialog/DataStar  
<http://www.krinfo.com>

Lexis-Nexis  
<http://www.lexis-nexis.com>

OCLC  
 EPIC Service  
<http://www.oclc.org>

OID Technologies  
 OVID On-line  
<http://www.ovid.com>

## TRADE SHOWS

Internet World  
<http://www.internet.com>

ISPCOn  
<http://www.ispcon.com>

Web Advertising  
<http://www.thunderlizard.com/tp/webad.html>

## WEB SOFTWARE TOOLS

## E-mail

Eudora  
<http://www.eudora.com>

## Web Site Development

Adobe's PageMill, PageMaker  
<http://www.adobe.com>

Microsoft's FrontPage  
<http://www.microsoft.com>

Sausage Software's HotDog Web Editor  
<http://www.sausage.com>

Symantec's Visual Page  
<http://www.symantec.com>

## Web Site Statistics Software for Web Servers

ClickAudit  
<http://www.clickaudit.com>

WebTrends  
<http://www.webtrends.com>

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## WEB SITE COUNTERS

Counterstats.com  
<http://www.counterstats.com>

Countman  
<http://asoftware.com/countman>

i-Depth  
<http://www.i-depth.com>

## WEB SITE RANKING

@bruceclay  
<http://www.bruceclay.com>

PositionAgent  
<http://www.submit-it.com>

Search Engine Watch  
<http://www.searchenginewatch.com>

## AWARDS FOR WEB SITES

GIST TV magazine  
 Web Picks  
<http://www.gist.com>

Lycos  
 Top 5% Sites  
<http://www.lycos.com>

Tenagra Award  
 For Advertising Excellence  
<http://www.tenagra.com>

Too Cool  
 The Too Cool Award  
<http://www.toocool.com>

USA Today  
 Hot Site  
<http://www.usatoday.com>

Yahoo  
 Weekly Pick  
<http://www.yahoo.com>

## Books

*The Complete Guide to Self-Publishing: Everything You Need to Know to Write, Publish, Promote, and Sell Your Own Book*  
 by Tom and Marilyn Ross  
 Cincinnati, OH: Writer's Digest Books, 1985

*How to Make Yourself (or Anyone Else) Famous: The Secrets of a Professional Publicist*  
 by Gloria Michels  
 New York: Cross Gates, 1988

*Internet File Formats*  
 by Tim Kientzle  
 Scottsdale, AZ: Coriolis Group Books, 1995

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- The Internet for Dummies*  
by John Levine, Carol Baroudi, and Margaret Levine Young  
Foster City, CA: IDG Books Worldwide, 1997
- PC File Formats & Conversions*  
by Ralf Kussmann  
Grand Rapids, MI: Abacus, 1990
- Publicity on the Internet*  
by Steve O'Keefe  
New York: Wiley, 1997
- The Web Server Handbook*  
by Pete Palmer, Adam Schneider, and Anne Chenette  
Upper Saddle River, NJ: Prentice Hall, 1996

**InterNIC Sample Application**

(This is for information purposes only. Please visit the InterNIC site, <http://www.internic.net>, for a current application.)

- Authorization
- 0a. (N)ew (M)odify (D)elete.....:
- 0b. Auth Scheme.....:
- 0c. Auth Info.....:
- 1. Purpose/Description.....:
- 2. Complete Domain Name.....:
- Organization Using Domain Name
- 3a. Organization Name (Registrant).....:
- 3b. Street Address.....:
- 3c. City.....:
- 3d. State.....:
- 3e. Postal Code.....:
- 3f. Country Code (2 letter).....:
- Administrative Contact/Agent
- 4a. NIC Handle (if known).....:
- 4b. (I)ndividual or (R)ole?.....:
- 4c. Name.....:
- 4d. Organization Name.....:
- 4e. Street Address.....:
- 4f. City.....:
- 4g. State.....:
- 4h. Postal Code.....:
- 4i. Country Code (2 letter).....:
- 4j. Phone Number.....:
- 4k. Fax Number.....:
- 4l. E-mail Address.....:

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- Technical Contact
- 5a. NIC Handle (if known).....:
- 5b. (I)ndividual or (R)ole?.....:
- 5c. Name.....:
- 5d. Organization Name.....:
- 5e. Street Address.....:
- 5f. City.....:
- 5g. State.....:
- 5h. Postal Code.....:
- 5i. Country Code (2 letter).....:
- 5j. Phone Number.....:
- 5k. Fax Number.....:
- 5l. E-mail Address.....:

- Billing Contact
- 6a. NIC Handle (if known).....:
- 6b. (I)ndividual or (R)ole?.....:
- 6c. Name.....:
- 6d. Organization Name.....:
- 6e. Street Address.....:
- 6f. City.....:
- 6g. State.....:
- 6h. Postal Code.....:
- 6i. Country Code (2 letter).....:
- 6j. Phone Number.....:
- 6k. Fax Number.....:
- 6l. E-mail Address.....:

- Primary Name Server
- 7a. Primary Server Hostname.....:
- 7b. Primary Server Netaddress.....:

- Secondary Name Server(s)
- 8a. Secondary Server Hostname.....:
- 8b. Secondary Server Netaddress.....:

END OF AGREEMENT

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**An Alphabetical Listing of  
125+  
Internet Businesses**



**In this section we list 125+ businesses you can start on the Internet, organized alphabetically.** Virtually any business can be promoted or marketed on the Internet, but here we have sought to list businesses that enjoy a particular benefit from being started on the Web. For each entry we list the business, a description, and the chapter in which that type of business is covered. (Chapters 3, 4, and 5 cover each business type, such as Selling Goods and Services, Advertiser-Supported Sites, and Content Development.) In addition, we indicate if the business requires greater than average or lower than average financial resources to get started. Research by the U.S. Department of Commerce shows that over 60 percent of all businesses are started for under \$5,000, so to be conservative, we've taken this figure as the average amount to start a business. If no financial resource is checked, then you can assume the business requires average financial resources. And since most Internet businesses can be operated from home, we've indicated those businesses that could have additional housing requirements such as rented office space or warehouse space.

The following is a key to the layout of the Internet businesses table.

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**262 An Alphabetical Listing of 125+ Internet Businesses**

| Business Type                      | Description   | 1 | 2 | 3 | 4 | 5 | 6 |
|------------------------------------|---|---|---|---|---|---|---|
| Agent / actors                     | representing actors   | X |   |   |   |   |   |
| Animal breeder / pets              | Breeding pure-bred or specialty pets such as dogs, cats, birds, reptiles, etc.            | X |   |   |   |   |   |
| Animator                           | Development of computer animation for Web sites   |   |   | X |   |   |   |
| Animator / clip art                | Development of animated clip art for Web sites  |   |   | X |   |   |   |
| Antique dealer                     | Selling antiques  | X |   |   |   |   |   |
| Art dealer                         | Providing artwork for sale to the public for a commission                                 | X |   |   |   |   |   |
| Artist representative              | representing artists  | X |   |   |   |   |   |
| Artist / clip art                  | Development of clip art for download  | X |   |   |   |   |   |
| Auction broker                     | Conduct and promote on-line auctions  |   |   | X |   |   |   |
| Audio and video digitizing service | Digitizing existing audio, video, and video   | X |   |   |   |   |   |
| Auto information broker            | providing information based on number of auto buyers from publicly available records      | X |   |   |   |   |   |
| Auto parts broker                  | detail sales of hard-to-get or specialty auto parts                                       | X |   |   |   |   |   |
| Auto sale broker                   | detail sale of automobiles  | X |   |   |   |   |   |
| Bed-and-breakfast                  | providing food and lodging  | X |   |   |   |   |   |
| Book publicist                     | presenting writers in public relations efforts  | X |   |   |   | X |   |
| Book publisher / electronic        | publishing and promoting books in electronic form, especially those on specialized topics | X |   |   |   |   |   |

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| Business Type                          | Description   | 1 | 2 | 3 | 4 | 5 | 6 |
|--|---|---|---|---|---|---|---|
| Book publisher / print                 | Publishing and promoting printed books, especially those on specialized topics                                    | X |   |   |   |   |   |
| Bulletin board service / operator      | Creating a bulletin board where people with common needs in a specialized area can communicate and gain resources |   |   | X |   |   |   |
| Broker / mailing lists                 | Providing electronic mailing lists of e-mail addresses  | X | X |   |   |   |   |
| Business coach                         | Counseling business and professional people   | X |   |   |   |   |   |
| Business stationery                    | Providing business stationery   | X |   |   | X |   |   |
| Calendar service                       | Providing information about upcoming events for specialized audiences   | X | X |   |   |   |   |
| Cartographer                           | Electronic mapmaker   | X |   |   |   |   |   |
| Clothing retailer / children           | Specialty clothing for children, such as fringe-belt clothing   | X |   |   |   |   |   |
| Clothing retailer / men                | Specialty clothing for men, such as lamp-shoulder shirts  | X |   |   |   |   |   |
| Clothing retailer / specialty clothes  | Specialty clothing for certain activities, such as hiking, skiing, working with chemicals, health care            | X |   |   |   |   |   |
| Clothing retailer / women              | Specialty clothing for women, such as large-size or petite  | X |   |   |   |   |   |
| Collectibles dealer                    | Dealing collectible items   | X |   |   |   |   |   |
| Comics                                 | Computer-aided development of comic strips  |   |   |   |   |   |   |
| Commercial artist                      | Designing art for companies   | X |   |   | X |   |   |
| Computer-aided design                  | Designing things from clothes to train wheels   | X |   |   |   |   |   |
| Computer artist                        | Development of art for Web sites  |   |   | X |   |   |   |
| Computer-assisted instructional design | Creating interactive software for teaching and training in just about anything                                    | X |   |   |   |   |   |

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| Business Type              | Description   | 1 | 2 | 3 | 4 | 5 | 6 |
|----------------------------|---|---|---|---|---|---|---|
| Computer game reviewer     | Reviewing computer games for game enthusiasts and/or offering games for sale                              | X | X |   |   | X |   |
| Computer programmer        | A programmer may design, write original, or modify code, compile, debug, and fix errors                   |   |   |   | X |   |   |
| Consultant                 | Consulting services   | X |   |   |   |   |   |
| Copywriter                 | Writing public-relations materials for Web sites  |   |   |   | X | X |   |
| Corporate Web cop          | Policing policies and sites   |   |   |   | X |   |   |
| Credit card service        | Setting up Web sites to accept credit cards   |   |   |   | X |   |   |
| Custom wood blind          | Manufacturing and selling custom wood blinds  | X |   |   |   |   |   |
| Dance instructor           | Promoting dance classes, providing instruction on videotape   | X |   |   |   |   |   |
| Database marketing service | Tailor-making and direct-marketing lists to help businesses reach customers                               | X |   |   |   |   |   |
| Database programmer        | Programming database applications for Web sites   |   |   |   | X |   |   |
| Data recovery service      | Specializing in the recovery of lost data from damaged hard-disk drives or systems working intermittently | X |   |   |   |   |   |
| Day care                   | Offering day monitoring of child care   | X |   |   |   |   |   |
| Delivery service / candy   | Delivering candy  | X |   |   |   |   |   |
| Delivery service / flowers | Delivering flowers  | X |   |   |   |   |   |
| Delivery service / grocery | Shopping for and delivering groceries   | X |   |   |   |   |   |
| Delivery service / singing | Delivering entertainment such as singing telegrams  | X |   |   |   |   |   |
| Desktop publishing service | Developing material for both internal and external communications   | X |   |   |   |   |   |

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| Business Type                            | Description   | 1 | 2 | 3 | 4 | 5 | 6 |
|--|---|---|---|---|---|---|---|
| Desktop video                            | Edit and add effects to full-motion video                                   |   |   | X |   |   |   |
| Dictionary developer                     | Providing a reference of terms for fast look-up                             |   |   |   |   |   |   |
| Digital photography / image manipulation | Photo retouching, image enhancement, and special-effects and editing images | X | X |   |   |   |   |
| Digital recording studio / service       | Record sound on digital media for use on computers and Web sites            |   |   | X |   |   |   |
| Discussion list creator                  | Hosting and promoting a discussion list                                     |   |   |   |   |   |   |
| Discussion list moderator                | Moderating an on-line discussion list                                       |   |   | X |   |   |   |
| Electronic greeting card sales           | Developing and selling electronic greeting cards                            | X |   |   |   |   |   |
| Electronic public relations              | Helping clients get publicity in subscription media                         |   |   | X |   |   |   |
| Expert brokering service                 | Matching highly-specialized professionals and consultants with clients      | X |   |   |   |   |   |
| Financial information service            | Providing information and/or services                                       | X |   |   |   |   |   |
| Food production and sales                | Food to eat and specialty foods   | X |   |   |   |   |   |
| Form designer                            | Designing forms for use on-line (CGI)                                       |   |   | X |   |   |   |
| Game developer                           | Development of interactive or single-line game                              | X |   |   |   |   |   |
| Gifts / holiday, corporate               | Designing and sale of customized gift baskets, corporate gifts              | X |   |   |   |   |   |
| Government contract information          | Organizing government contract information                                  | X |   |   |   |   |   |
| Information broker                       | Creating information on-line and off-line for clients                       | X |   |   |   |   |   |

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| Business Type                     | Description  | 1 | 2 | 3 | 4 | 5 | 6 |
|-----------------------------------|--|---|---|---|---|---|---|
| Internet consultant               | Assist clients in doing business on the Internet   |   |   | X |   |   |   |
| Internet librarian                | Organizing and filing information resources for easy access to Web site visitors   |   |   | X |   | X |   |
| Internet Service Provider / city  | Providing Internet access in high-population areas   |   |   | X |   |   |   |
| Internet Service Provider / rural | Providing Internet access in rural areas   |   |   | X |   |   |   |
| Internet trainer                  | Teaches people about the Internet and how to use it  | X | X |   |   |   |   |
| Liquidator                        | Sale of merchandise from defunct companies, overstock merchandise  | X |   |   |   |   |   |
| Magazine publisher                | On-line magazine publisher   |   |   |   |   |   |   |
| Market mapping service            | Helping companies track customer demographics and sales patterns   | X |   | X |   |   |   |
| Market research                   | Providing market research and consulting to business   | X |   |   |   |   |   |
| Matchmaking service               | Helping people find people for special relationships   | X |   |   |   | X |   |
| Mortgage brokers                  | Offer mortgage loans   | X |   |   |   |   |   |
| Multimedia production             | Adding three-dimensional graphics, animations, sound and motion to presentations, demonstrations, tutorials, speeches, and training sessions | X |   |   |   |   |   |
| Music composer / sound designer   | Composition of music clips for Web site  |   |   |   | X |   |   |
| News service                      | Daily news reports   | X |   |   |   |   |   |
| Nutrition, diet, and exercise     | Creating individualized plans  | X |   |   |   |   |   |
| On-line bookseller                | Selling rare, specialty, and used books  | X |   |   |   |   |   |

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| Business Type                               | Description  | 1 | 2 | 3 | 4 | 5 | 6 |
|---|--|---|---|---|---|---|---|
| On-line newsletter                          | Highly focused specialty information published electronically  | X |   |   |   |   |   |
| On-line product sales                       | For example:<br>• Clothing<br>• Computer items<br>• Customized wood blinds<br>• Livestock<br>• Plants          | X |   |   |   |   |   |
| Pager service                               | Transmitting Internet messages to pagers   | X |   | X |   |   |   |
| Price checker                               | Gathering pricing information for retailers  |   |   | X |   |   |   |
| Price locator services                      | Helping people find one another  |   |   |   |   |   |   |
| Printing broker                             | Brokering printing services, such as business cards  | X |   |   | X |   |   |
| Private investigator                        | Perform investigative services using the Internet  |   |   |   |   |   |   |
| Public relations / specialty                | Unique store promotional ideas such as left handed drag racing for hardware stores                             |   |   |   |   |   |   |
| Puzzles                                     | Development of crossword puzzles, mazes, acronym games for on-line players                                     |   |   |   |   |   |   |
| Real estate agent                           | Selling real estate online   | X |   |   |   |   |   |
| Real-time image capture and display service | Virtual viewing of events, such as weddings, funerals, parental viewing of children's parties                  |   |   | X |   |   |   |
| Referral service                            | Forwarding referrals for professional services to handymen   | X |   |   |   |   |   |
| Reminder service                            | Enabling companies and professionals to remind customers of appointments, anniversaries, and service due dates | X |   |   |   |   |   |
| Reporter                                    | Reporting news events for Internet publications  |   |   | X |   |   |   |

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| Business Type                              | Description  | 1 | 2 | 3 | 4 | 5 | 6 |
|--|--|---|---|---|---|---|---|
| Résumé writing                             | Writing and developing résumés   | X |   |   |   |   |   |
| Scholarship service                        | Providing information on college scholarships and financial aid  | X |   |   |   |   |   |
| Seamstress                                 | Custom-made specialty garments and draperies   | X |   |   |   |   |   |
| Search engine / general                    | Providing Internet Web site locations based on subjects or keywords                                    |   |   |   |   |   |   |
| Search engine / specific                   | Providing Internet Web site locations by a specific topic, such as cars                                |   |   |   |   |   |   |
| Search engine / ranking service            | Services to improve a Web site's search engine ranking   |   |   |   |   | X |   |
| Search engine submission service           | Submitting Web sites to search engines   |   |   |   | X |   |   |
| Sign-making service                        | Creating signs, posters, and fliers  | X |   |   |   |   |   |
| Software developer                         | Development and sale of computer software  | X |   |   |   |   |   |
| Software development / businesses          | Development of software for specific business applications such as account tracking or cost estimating | X |   |   |   |   |   |
| Software development / custom applications | Development of custom software programs for individual businesses                                      | X |   |   |   |   |   |
| Software location service                  | Finding specialized software for clients   | X |   |   |   |   |   |
| Sound effects                              | Creating sound effects for use on Web sites or to accompany computer applications                      | X |   | X |   |   |   |
| Speaker's agent                            | Promoting public speaking and seminar clients  | X |   |   |   |   |   |

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| Business Type                     | Description  | 1 | 2 | 3 | 4 | 5 | 6 |
|-----------------------------------|--|---|---|---|---|---|---|
| Special-occasion and party items  | Birthday decorations or surprise party packages, birthday gifts sent automatically for customers each year | X |   |   |   |   |   |
| Stationery designer / electronic  | Design and sale of electronic greeting cards, postcards, stationery, etc.                                  | X |   |   |   |   |   |
| Syndicate                         | Developing on-line syndicate   | X |   |   |   |   |   |
| Teacher / instructor / tutor      | On-line classes on specific topics, like computer repair, biology, or software programming languages       | X |   |   |   |   |   |
| Technical writer                  | Development of Web site content  |   |   | X |   |   |   |
| Therapist                         | Offering on-line therapy services  | X |   |   |   | X |   |
| Travel agent / planner            | Providing travel services and information  |   |   |   |   |   |   |
| Used-computer broker              | Matching buyers with sellers of used computers and related equipment                                       | X |   |   |   |   |   |
| Vacation rental broker            | Provide information to potential vacationers concerning vacation rentals                                   |   |   |   |   |   |   |
| Webmaster                         | Maintenance of an existing Web site, answering e-mail, trouble-shooting problems                           |   |   | X |   |   |   |
| Web page designer                 | Designing Web pages  |   |   | X |   |   |   |
| Web radio and television programs | Broadcasting live programming on the Web   |   |   | X |   |   |   |
| Web security service              | Alerts sites for security and recommends, and/or implements security measures and policies                 |   |   | X |   |   |   |
| Web site content promoter         | Developing content and promotional activities on Web sites   | X |   | X |   |   |   |
| Web site developer / specialty    | Specializing in Web site development for specific business types, like real estate                         |   |   | X |   |   |   |

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| Business Type             | Description   | 1 | 2 | 3 | 4 | 5 | 6 |
|---------------------------|---|---|---|---|---|---|---|
| Web site reviewer         | Reviewing sites for on-line and print publications                                  | X |   |   |   |   |   |
| Web site tracking service | Notification of changes in Web sites  |   |   |   | X |   |   |
| Web site writer           | Writing content for a Web site while conforming to stylistic conventions of the Web |   |   |   | X |   |   |
| Woodworker                | Custom cases, custom cabinets, furniture  | X |   |   |   |   |   |

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**active name server**—see **primary name server**  
**ad click rate**—see **click-through rate**  
**ADSL**—asymmetric digital subscriber line, a digital technology for electronic data transfer that works on existing copper telephone lines  
**ad views**—the number of times the advertiser's banner ad is actually loaded  
**AOL**—America Online, a non-Internet Service Provider who also provides Internet access to subscribers  
**ARPANET**—the precursor to the Internet formed by the U.S. Department of Defense  
**ASCII**—American standard code for information interchange, an English-language code in which each character, both upper and lower case as well as punctuation, is represented by a number  
**auditing**—the process of verifying the number of visitors to a particular Web site or specific Web page  
**backbone**—the main network connections that make up the Internet. These connections are T-3 leased lines.  
**banner**—also referred to as an "ad banner" or "banner ad," it is a rectangular-shaped graphic image sized for placement at the top or bottom of a Web page and linked to another Internet Web site  
**baud rate**—the number of bits per second, used in reference to modem speed  
**BBS**—bulletin board service  
**bit**—the smallest amount of information a computer can process or transfer  
**bot**—short for robot, usually refers to an automated program designed to collect data  
**bps**—bits per second

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**byte**—eight bits  
**CDSL**—consumer digital subscriber line, a variation on ADSL; see **ADSL**  
**channel**—for the purposes of this book, a channel is a communication path between two computers  
**charge back**—the automated deduction of funds from a credit card merchant's account because a customer disputed a credit card charge  
**click**—the action a visitor takes when using the mouse to select an object on the screen  
**click rate**—see **click-through rate**  
**click-through**—a term used for when a Web site visitor clicks on a banner ad  
**click-through rate**—the percentage of times an ad is clicked on based on the number of times it's viewed. If a banner ad is seen (via an impression) by two hundred visitors to a site and ten of them actually click on the banner ad, the banner ad has a click-through rate of 5 percent.  
**CLM**—career limiting move  
**cookie**—a piece of text provided by a Web server to a Web browser and stored on the visitor's computer in the COOKIES.TXT file  
**CPM**—cost per thousand  
**crawler**—see **bot**; **spider**  
**crossposting**—posting the same article to several newsgroups. Connotes an attempt by the party posting the article to sell something or further selfish interests.  
**CTR**—see **click-through rate**  
**DC3**—see **T-3**  
**DDS**—digital data service, a term used by phone companies to refer to leased telephone lines  
**demand draft**—a "check" printed by a service bureau using account and address information provided by the customer that is processed by a bank just like a check written by the customer  
**dithering**—a way of creating new colors by using pixels in existing colors in patterns to form the new color  
**DN**—domain name  
**DNS**—domain name system, a distributed database of IP addresses and corresponding domain names maintained by the InterNIC  
**domain name**—a set of characters that are used instead of the IP address for a Web site  
**download**—the process of sending files via telephone lines or other network connections from one computer to another  
**dpi**—dots per inch  
**drop ship**—the practice of selling goods, dealing with the promotion of the goods, and accepting payment, but having the goods shipped to the customer by a third party such as the manufacturer or supplier

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**DSU/CSU**—data service unit/channel service unit, a piece of hardware equivalent to a modem and required on each end of a leased line used for on-line access. A router is also required.  
**EBCDIC**—extended binary-coded decimal interchange code, the mainframe computer character set where each letter is represented by a unique number  
**e-business**—see **e-commerce**  
**e-commerce**—electronic commerce. Connotes secured business transactions on the Internet.  
**ECP**—excessive crossposting; see **crossposting**  
**exposure**—see **impression**  
**FAQ**—frequently asked questions  
**flame**—an angry or insulting comment sent via e-mail  
**flame bait**—comments designed to incite others to respond with anger  
**flamers**—those who send angry or insulting e-mail comments to others  
**flaming**—the act of sending messages that are intended to be very insulting  
**fractional T-1**—the phone company practice of leasing just part of the twenty-four channels of a T-1 line; see **T-1**  
**frame relay**—a type of telephone service that allows a group of users to share a pool of connections for data delivery between computers and delivers from 56 to 512 Kbps bandwidth  
**freeware**—software offered without charge  
**ftp**—file transfer protocol  
**GIF**—graphic image format, a compressed graphics file format designed for images with large areas of solid color  
**graphic**—a picture  
**GUI**—graphical user interface  
**HDSL**—high-bit-rate digital subscriber line, a variation on ADSL; see **ADSL**  
**hits**—the number of machine requests required to construct a page. For example, a page with eight graphics and text is equivalent to nine hits: eight for graphics, one for text.  
**homepage**—the first page of a Web site, although sometimes the term is used to reference the entire site (e.g., Do you have a homepage?)  
**hop**—Each time a packet of information is forwarded from one router or node to another on the Internet, it has taken a hop.  
**HTML**—hypertext markup language, the simple language used to code Web page documents  
**http**—hypertext transfer protocol, the code used to create Web pages  
**IDSL**—ISDN-like digital subscriber line, a variation on ADSL; see **ADSL**  
**impression**—see **page impression**  
**IMTP**—Internet message transfer protocol, a standard for e-mail  
**in-line ad**—The in-line ad is most often a vertical advertising link set off by a different color background that runs along the right or left border of a Web page.

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**InterNIC**—the organization that supplies IP addresses and domain names  
**IP**—Internet protocol  
**IP address**—the numeric address of a Web site address made up of a group of numbers separated by periods like this: 192.41.3.149  
**IRC**—Internet relay chat  
**ISDN**—integrated services digital network, usually supporting data transfer rates of 64 Kbps  
**ISP**—Internet service provider  
**Java**—a programming language developed by Sun Microsystems for the Internet  
**Jello**—Internet slang for a combination of spam and ECP  
**JPEG**—Joint Photographic Experts Group, a compressed file format designed for photographs  
**Kbps**—kilobits per second, or 1,000 bits per second  
**leased line**—For the purposes of this book, a leased line is a permanent (full-time) telephone connection between two computers.  
**MAE**—metropolitan area Ethernet, a network access point to the Internet backbone, the most famous of which is MAE-West in the western portion of the U.S.  
**Mbps**—megabits per second, or a million bits per second  
**MBps**—a million bytes per second, equal to eight million bits per second  
**MOTO**—Mail Order/Telephone Order. Used to describe the methods for accepting payment when the customer is at a distance.  
**NAP**—Network Access Point, a point where access is made to the Internet backbone  
**newbie**—someone new to the Internet or to a particular discussion group on the Internet  
**newsgroup**—an Internet-based forum focused on a single topic to which anyone is allowed to respond or ask questions concerning the forum topic  
**node**—a processing location on a computer network  
**NSF**—National Science Foundation, the government agency known for its involvement with the Internet  
**NSFNet backbone**—the first Internet backbone  
**on-line**—the state of being connected to a computer network, usually to the Internet  
**packet**—a piece of a document or message that contains the destination address  
**packet switching**—protocols for transmission of data across the Internet in which data is divided into numbered packets before being sent, so that even if each packet takes a different path to the destination, upon arrival all packets can be formed back into the original data

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**page impression**—each time all the files necessary to create a single Web page are downloaded to a Web site visitor

**page requests**—see **page views**

**page transfers**—see **page views**

**page views**—Refers to the number of times an entire Web page, including graphics, is served up to visitors. This term is often used to tell advertisers how many times their banner ad was seen or could be seen by visitors viewing the page.

**pixel**—picture element

**POP**—point of presence, an ISP's connection to the Internet; or post office protocol, used for e-mail

**POTS**—plain old telephone service

**primary name server**—ISPs are expected to have two computers connected to the Internet so that one is a backup in case the other goes down, and these are the primary (or active) and secondary name servers. This is where the DNS will point any visitors who want to view your site. Your ISP will have the domain names and IP addresses of its primary and secondary servers, so you'll need to ask for that information.

**protocol**—a set of rules that two computers use to communicate

**RDSL**—rate-adaptive digital subscriber line, a variation on ADSL; see **ADSL**

**resolution**—In graphic imaging terms, this is the number of pixels per inch used to make up the image.

**router**—a computer used to connect and pass information between two computer networks

**SDSL**—single-line digital subscriber line, a variation on ADSL; see **ADSL**

**secondary name server**—see **primary name server**

**server**—a computer that "serves" up files or data to other computers

**shareware**—software offered on a try-before-you-buy basis

**SMTP**—simple mail transfer protocol, used for e-mail

**small mail**—regular U.S. mail using paper, envelopes, and stamps

**spam**—Internet slang for unsolicited bulk electronic mail, sometimes also used to describe the repetition of words on a page to get the page ranked higher in search engines

**spammers**—those who make a living sending unsolicited e-mail

**spamming**—Internet slang for the act of sending spam; see **spam**

**spider**—an automated program that goes from page to page and link to link on the Internet for the purpose of cataloging information for use in search engines

**spoofing**—the practice of attempting to trick a search engine into improving the ranking of a page by repeating keywords over and over, often hiding the keywords from the user

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**SSL**—secured sockets layer, an Internet security protocol for encrypting and decrypting sensitive information for transmission

**switched 56**—a type of leased telephone connection to the Internet that allows access at 56 Kbps

**T-1**—a telephone connection for data transmission at a speed of 1.544 Mbps, consisting of 24 channels of 64 Kbps each

**T-3**—a telephone connection for the purpose of data transmission at a speed of 45 Mbps, consisting of 672 individual channels of 64 Kbps each

**TCP/IP**—transmission control protocol/Internet protocol, an Internet protocol for communication between computers

**trolling for newbies**—the act of posting inflammatory messages in the hopes of exciting angry responses from new people

**upload**—sending a file electronically to another computer

**URL**—universal resource locator

**VDSL**—very high data-rate digital subscriber line, a variation on ADSL; see **ADSL**

**Velveeta**—Internet slang for ECP

**Web page**—a page of HTML code

**Web site**—a number of related Web pages linked together

**xDSL**—a reference to all the varieties of digital subscriber lines; see **ADSL**

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| Advertising                                      |                                  |                           | Yes                             |                             |                            |            |                   |
| Business opportunities                           |                                  |                           |                                 | Yes                         |                            |            | Yes               |
| Business planning                                |                                  |                           |                                 |                             |                            |            | Yes               |
| Children and child care                          |                                  |                           |                                 |                             |                            |            | Yes               |
| Closing sales                                    |                                  |                           | Yes                             |                             | Yes                        |            |                   |
| Credit   |                                  |                           |                                 |                             |                            |            | Yes               |
| Employees  |                                  |                           |                                 |                             |                            |            | Yes               |
| Ergonomics                                       |                                  |                           |                                 |                             |                            |            | Yes               |
| Failure  |                                  |                           |                                 |                             | Yes                        |            |                   |
| Family and marriage issues                       |                                  |                           |                                 |                             |                            | Yes        | Yes               |
| Financing your business                          |                                  |                           |                                 |                             | Yes                        |            | Yes               |
| Franchise  |                                  |                           |                                 |                             |                            |            | Yes               |
| Getting referrals                                |                                  |                           | Yes                             | Yes                         |                            |            | Yes               |
| Handling emotional/psychological issues          |                                  |                           |                                 |                             | Yes                        |            |                   |
| Housecleaning                                    |                                  |                           |                                 |                             |                            |            | Yes               |
| Insurance  |                                  |                           |                                 |                             |                            |            | Yes               |
| Legal issues                                     |                                  |                           |                                 |                             |                            | Yes        | Yes               |
| Loneliness, isolation                            |                                  |                           |                                 |                             |                            |            | Yes               |
| Managing information                             |                                  |                           |                                 |                             |                            |            | Yes               |
| Marketing  | Specific techniques by business  |                           | Yes                             | Yes                         | Yes                        | Yes        | Yes               |
| Marketing materials                              |                                  |                           | Yes                             |                             |                            |            |                   |
| Money  |                                  |                           |                                 |                             | Yes                        | Yes        | Yes               |
| Naming your business                             |                                  |                           | Yes                             |                             |                            |            |                   |
| Negotiating                                      |                                  |                           |                                 |                             |                            | Yes        |                   |
| Networking                                       |                                  |                           | Yes                             |                             |                            | Yes        | Yes               |
| Office space, furniture, equipment               |                                  |                           |                                 |                             |                            |            | Yes               |
| Outgrowing your home                             |                                  |                           |                                 |                             |                            |            | Yes               |
| Overcoming setbacks                              |                                  |                           |                                 |                             | Yes                        |            |                   |
| Partnerships                                     | Yes                              |                           |                                 |                             |                            | Yes        | Yes               |
| Pricing  | Yes                              |                           |                                 |                             |                            |            | Yes               |
| Profiles of specific businesses                  | Yes                              |                           |                                 |                             | Yes                        |            | Principles        |
| Public relations and publicity                   |                                  |                           | Yes                             |                             |                            |            | Yes               |
| Resource directory                               |                                  |                           |                                 | Yes                         | Yes                        |            |                   |
| Selecting a business/career/business opportunity | Yes                              | Yes                       | Focus of book                   | Yes                         |                            |            | Yes               |
| Software   |                                  |                           |                                 |                             |                            |            | Yes               |
| Speaking   |                                  |                           | Yes                             |                             |                            |            |                   |
| Start-up costs                                   | Yes                              |                           |                                 |                             |                            |            |                   |
| Subcontracting                                   |                                  |                           |                                 |                             |                            | Yes        |                   |
| Success issues                                   |                                  |                           |                                 |                             | Yes                        | Yes        |                   |
| Taxes  |                                  |                           |                                 |                             |                            | Yes        | Yes               |
| Time management                                  |                                  |                           |                                 |                             | Yes                        | Yes        | Yes               |
| Zoning   |                                  |                           |                                 |                             |                            |            | Yes               |

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**About the Authors**

**Paul and Sarah Edwards**, authors of eight books that have sold over a million copies, are often described as the nation's self-employment experts. They have worked from home for over twenty years. Their weekly column is syndicated by the Los Angeles Times News Syndicate and they write monthly columns for *Entrepreneur's HomeOffice* and *Price Costco's Connection*. Since 1988, they have produced and broadcasted their hour-long show *Working from Home* on the Business News Network.

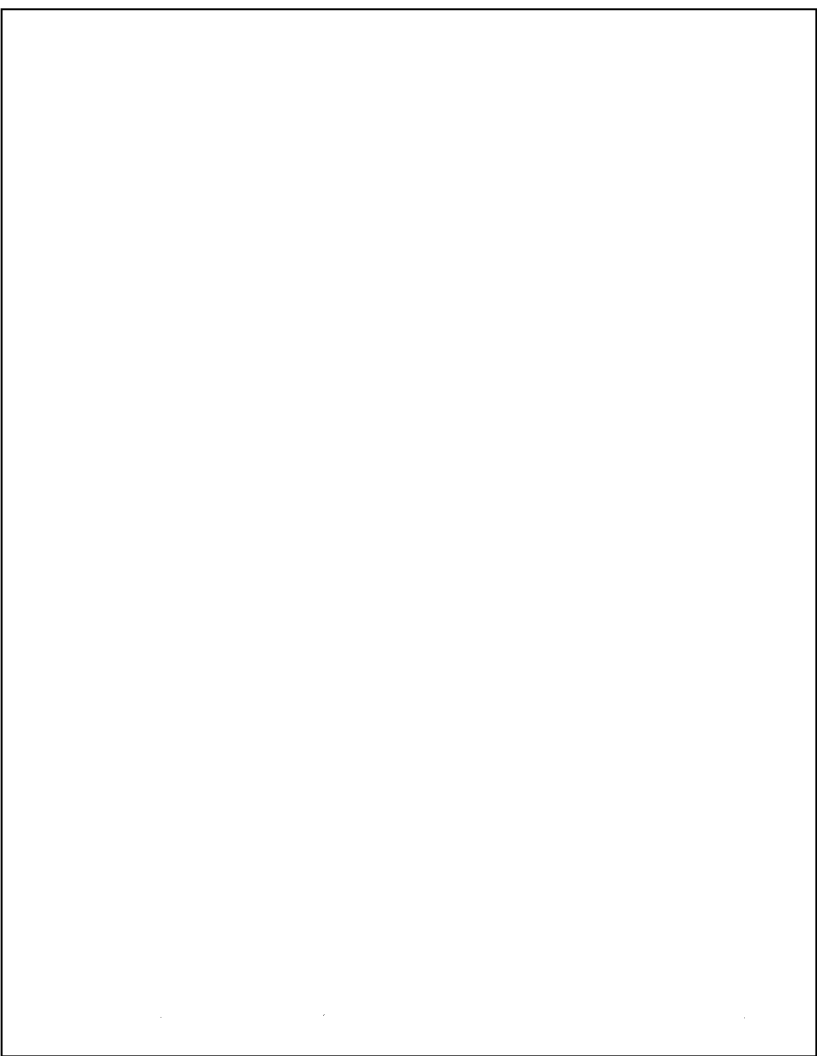
Since 1990, their mission—which they express through print, via electronic media, and as speakers—has been to help people make the transition from the job economy of lifetime employment to the faster changing but potentially more satisfying world of self-employment. They live in California.

**Linda Rohrbough** is an award-winning author who has twice been honored by the Computer Press Association. Her book *Mailing List Services on Your Home-Based PC* was awarded Best Nonfiction Computer Book in 1994, and in 1992 she was awarded Best On-Line Service for her work with an international on-line computer news service.

On the subject of computers, Linda has been quoted by the *Wall Street Journal*, *SmartMoney*, the *Los Angeles Times*, *CNN*, *Money* magazine, *Home Office Computing*, *Home PC*, and the book *MORE Windows 95 for Dummies*. She is a columnist and a contributing editor for several publications aimed at computer enthusiasts and PC technicians. This best-selling author's other books include *Start Your Own Computer Repair Business* and *Upgrade Your Own PC, 2nd Edition*.

Linda and her husband, Mark, live in the Dallas area with their two children, Jessica and Margaret.

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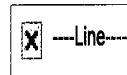
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| <p><b><u>Issue 6, January 15, 1998</u></b></p> <ul style="list-style-type: none"> <li>• Preparing Your Online Store for International Shoppers</li> <li>• Update on European E-Commerce</li> <li>• Shopping Carts for Small Sites</li> <li>• E-Commerce Trends</li> <li>• More Resources to Globalize Your Webstore</li> <li>• Links to E-Commerce Articles and Resources</li> </ul> | <p><b><u>Issue 5, December 15, 1997</u></b></p> <ul style="list-style-type: none"> <li>• How Does Store-Building Software Work</li> <li>• Store-Building Software Evaluation Guide</li> <li>• Why Freeware Shopping Carts Are So Expensive</li> <li>• Store Software Review Links on "Shopping Technology" Shelves</li> <li>• This months 106 links to e-commerce articles and resources</li> <li>• E-Commerce Trends: Associate Programs</li> </ul> |
| <p><b><u>Issue 4, November 15, 1997</u></b></p> <ul style="list-style-type: none"> <li>• Selling Online to Wholesale Customers</li> <li>• Why Business-to-Business Commerce Prefers EDI</li> <li>• EDI Glossary</li> <li>• On Setting Retail Prices for the Web</li> <li>• This Month's Links to Articles and Resources</li> </ul>   | <p><b><u>Issue 3, October 15, 1997</u></b></p> <ul style="list-style-type: none"> <li>• A Primer on Retail Transaction Security</li> <li>• Securing a Digital Certificate</li> <li>• Is It Really Safe to Order Online?</li> <li>• Links to E-Commerce Articles and Resources</li> <li>• Electronic Commerce Trends</li> <li>• Review: Magdalena Yesil, <i>Creating the Virtual Store</i></li> </ul>   |
| <p><b><u>Issue 2, September 15, 1997</u></b></p>   | <p><b><u>Issue 1, August 15, 1997</u></b></p>  |

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| <ul style="list-style-type: none"><li>● Getting Customers from the Front Page to the Center of Your Store</li><li>● Sidebar: Building a Dynamic Left Side Menu</li><li>● Electronic Commerce Trends</li><li>● International Payment Issues by Bill Dunlap, et al.</li><li>● Links of Interest to Web Store Merchants and Developers</li><li>● Review: ICentral ShopSite Manager 3.1</li></ul> | <ul style="list-style-type: none"><li>● Unraveling the Mysteries of Merchant Credit Card Accounts for Web Commerce, by Dr. Ralph F. Wilson</li><li>● How to Decide Whether You Need Real-Time Credit Card Authorization for Your Site</li><li>● How Does a Foreign Business Obtain a US Merchant Credit Card Account for Web Commerce?</li><li>● E-Commerce Trends and Briefs</li><li>● Links of Interest to Web Store Owners</li><li>● Shopper's Guide to Real-Time Credit Card Authorization Systems for Websites</li></ul> |
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by Dr. Ralph F. Wilson, Editor  
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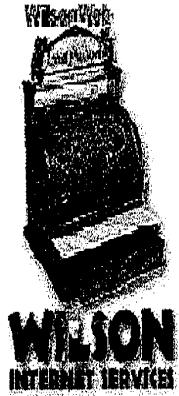
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| <ul style="list-style-type: none"> <li>Wilson</li> <li>• How ViaWeb and ShopSite Pro Incorporate Affiliate Program Support Functions</li> <li>• Affiliate Programs Resource Page</li> <li>• Strategies to Lure Web Shoppers away from Traditional Retail, by Tom Vassos</li> <li>• Japan Update, by Chris Beck</li> <li>• Tips and Innovations</li> </ul>                     | <ul style="list-style-type: none"> <li>• Marketing Single-Product Websites vs. Multi-Product Stores</li> <li>• Mail Order Manager order management and fulfillment software</li> <li>• Webstore Tips and Innovations (new feature)</li> <li>• Links to E-Commerce Articles and Resources</li> <li>• Books to Help You Select Products</li> </ul>  |
| <p><b>Issue 6, January 15, 1998</b></p> <ul style="list-style-type: none"> <li>• Preparing Your Online Store for International Shoppers</li> <li>• Update on European E-Commerce</li> <li>• Shopping Carts for Small Sites</li> <li>• E-Commerce Trends</li> <li>• More Resources to Globalize Your Webstore</li> <li>• Links to E-Commerce Articles and Resources</li> </ul> | <p><b>Issue 5, December 15, 1997</b></p> <ul style="list-style-type: none"> <li>• How Does Store-Building Software Work</li> <li>• Store-Building Software Evaluation Guide</li> <li>• Why Freeware Shopping Carts Are So Expensive</li> <li>• Store Software Review Links on "Shopping Technology" Shelves</li> <li>• This months 106 links to e-commerce articles and resources</li> <li>• E-Commerce Trends: Associate Programs</li> </ul> |
| <p><b>Issue 4, November 15, 1997</b></p> <ul style="list-style-type: none"> <li>• Selling Online to Wholesale Customers</li> <li>• Why Business-to-Business Commerce Prefers EDI</li> <li>• EDI Glossary</li> <li>• On Setting Retail Prices for the Web</li> <li>• This Month's Links to Articles and Resources</li> </ul>   | <p><b>Issue 3, October 15, 1997</b></p> <ul style="list-style-type: none"> <li>• A Primer on Retail Transaction Security</li> <li>• Securing a Digital Certificate</li> <li>• Is It Really Safe to Order Online?</li> <li>• Links to E-Commerce Articles and Resources</li> <li>• Electronic Commerce Trends</li> <li>• Review: Magdalena Yesil, <i>Creating the Virtual Store</i></li> </ul>   |
| <p><b>Issue 2, September 15, 1997</b></p> <ul style="list-style-type: none"> <li>• Getting Customers from the Front Page to the Center of Your Store</li> </ul>   | <p><b>Issue 1, August 15, 1997</b></p> <ul style="list-style-type: none"> <li>• Unraveling the Mysteries of Merchant Credit Card Accounts for Web Commerce, by Dr.</li> </ul>   |

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- Sidebar: Building a Dynamic Left Side Menu
- Electronic Commerce Trends
- International Payment Issues by Bill Dunlap, et al.
- Links of Interest to Web Store Merchants and Developers
- Review: ICentral ShopSite Manager 3.1

Ralph F. Wilson

- How to Decide Whether You Need Real-Time Credit Card Authorization for Your Site
- How Does a Foreign Business Obtain a US Merchant Credit Card Account for Web Commerce?
- E-Commerce Trends and Briefs
- Links of Interest to Web Store Owners
- Shopper's Guide to Real-Time Credit Card Authorization Systems for Websites

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### Wilson Internet Services

Dr. Ralph F. Wilson, Director -- [rfwilson@wilsonweb.com](mailto:rfwilson@wilsonweb.com)  
Website Design - Online Stores - Consulting  
(916) 652-4659 -- Mon-Fri, 7 am-4 pm Pacific Time  
P.O. Box 308, Rocklin, California 95677, USA  
<http://www.wilsonweb.com>

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## Review of ShopSite Manager 3.1

by Dr. Ralph F. Wilson

*Web Commerce Today*, Issue 2, September 15, 1997

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This article contains older information. Go here for newer information on [shopping carts and transactions](#).

Price: US \$495 retail  
<http://www.shopsite.com>

Smaller storeowners have two special needs when it comes to setting up a shopping cart system to sell products in their online store: (1) moderate price, and (2) the ability to maintain the store themselves, several times a week if need be. ICentral's ShopSite Manger 3.1 meets both of these criteria rather well.



ShopSite Manager's "back office" allows the storeowner the ability to update the store with only a Web browser. From the main menu you select "product," from which you may add a product or edit an existing product. Information for a product must include a name. Optional information can include SKU, price, graphic, description, size or color options, a "more information" screen, etc.

You may list some of your products as "sub-products" under a main product. For example, a laptop computer might come with 5 accessories (e.g. 16 MB of memory, carrying case, etc.) which need little explanation. The accessories could appear under the laptop description with just a name and a price as "sub-products," making it convenient to select several items which go together (though the full description with photo could also appear on separate "Accessories" page).

Next, you can create a "laptop computer" page and place products on this page in any order you desire. You will probably also want to create a "Specials" page on which you feature and rotate your more popular products. You place a product on the page just by selecting a checkbox next to the product name. The page templates allow Web designers to cut and paste HTML code into the customization areas, but storeowners with little HTML skill can still do a great deal, once they learn how to use `<P>` and `<BR>` to put breaks between lines.

A "universal header" and "universal footer" feature allows you to give each page a uniform look and feel. I've been able to use this to create a "side menu" with either imagemap or text links, for example. Each page also allows a background image, and the ability to link to other pages.

While most shopowners will use their Web browser for maintenance, you could administer your store from a desktop database from which you upload the most recent product and page information for a complete change. While this feature can be quite powerful, the more complex the product or page, the more difficult it is to get everything exactly right on the database upload. Unfortunately, you can't download your existing site into your desktop database for alteration.

Each time a set of changes is made to the store, you click on "update" to generate completely new HTML pages from ShopSite's internal database. What you end up with, however, are static Web pages which can be searched and indexed easily by Web search engines, which is often not the case for other shopping cart systems. ShopSite uses cookies to distinguish between shoppers. If a shopper doesn't take cookies, shopper ID defaults to the shopper's IP number.

If you just want to add an ordering capability to existing Web pages, ShopSite's "easy embed" feature allows you to copy the HTML code from ShopSite and paste it into your existing Web pages. These pages do not need to be on the same server as your ShopSite store, and work rather well. Conceivably, you could have several sites which use your ShopSite store for their ordering capability, though a single store name would be used on all the receipts. Separate store names and URLs require a separate store license.

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## Review of ShopSite Manager 3.1

When a shopper places an order, both the shopper and storeowner are sent copies of the order (omitting for security reasons, of course, the credit card number). The store owner then points a Web browser to the back office views the order, and prints it out on a printer for fulfillment. ShopSite can be completely configured for nearly any language (except high-bit languages such as Korean and Chinese).

While ShopSite gives you a product which makes store maintenance easy, you also end up with some frustrations about things you can't customize. The "show contents of shopping cart" page needs some reworking, and should allow for additional customization. Selection of shipping options is clumsy and not intuitive. The shipping tables should also allow more than 7 different weight ranges. (On the other hand, ShopSite gives a greater than average number of options for how shipping cost is figured.) Higher volume stores will wish ShopSite included a way to download order files rather than have to print them out and re-key them into the shopowner's desktop fulfillment system. (We are told that a free upgrade from version 3.1 to 3.2 next month will allow order data export in tab delimited format.) Nor does ShopSite presently allow for real-time credit card authorization. The shopowner would probably run the credit cards from a desktop program card authorization program prior to fulfillment.

All in all, however, ShopSite Manager 3.1 is an excellent product for the smaller shopowner, and wins our *Web Commerce Today* Editor's Choice designation for its ease-of-use, feature, and price combination. We recommend this for stores of a few products to several hundred products. Stores with thousands of products probably need a program more adaptable to SQL databases. (We'll be reviewing some of these in the future.)

- [Comparison with other shopping cart programs](#)
- ICentral's Tina's Toy's Demo allows you to see all the back office features

Note: *Web Commerce Today* is available by [subscription](#).

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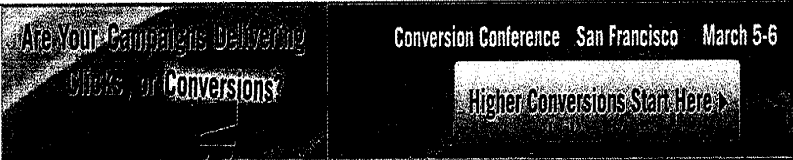
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by Dr. Ralph F. Wilson  
*Web Commerce Today*, Issue 2, September 15, 1997

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Review of ShopSite Manager 3.1 - Windows Internet Explorer  
http://www.wilsonweb.com/wcti/970915/shopsite.cfm

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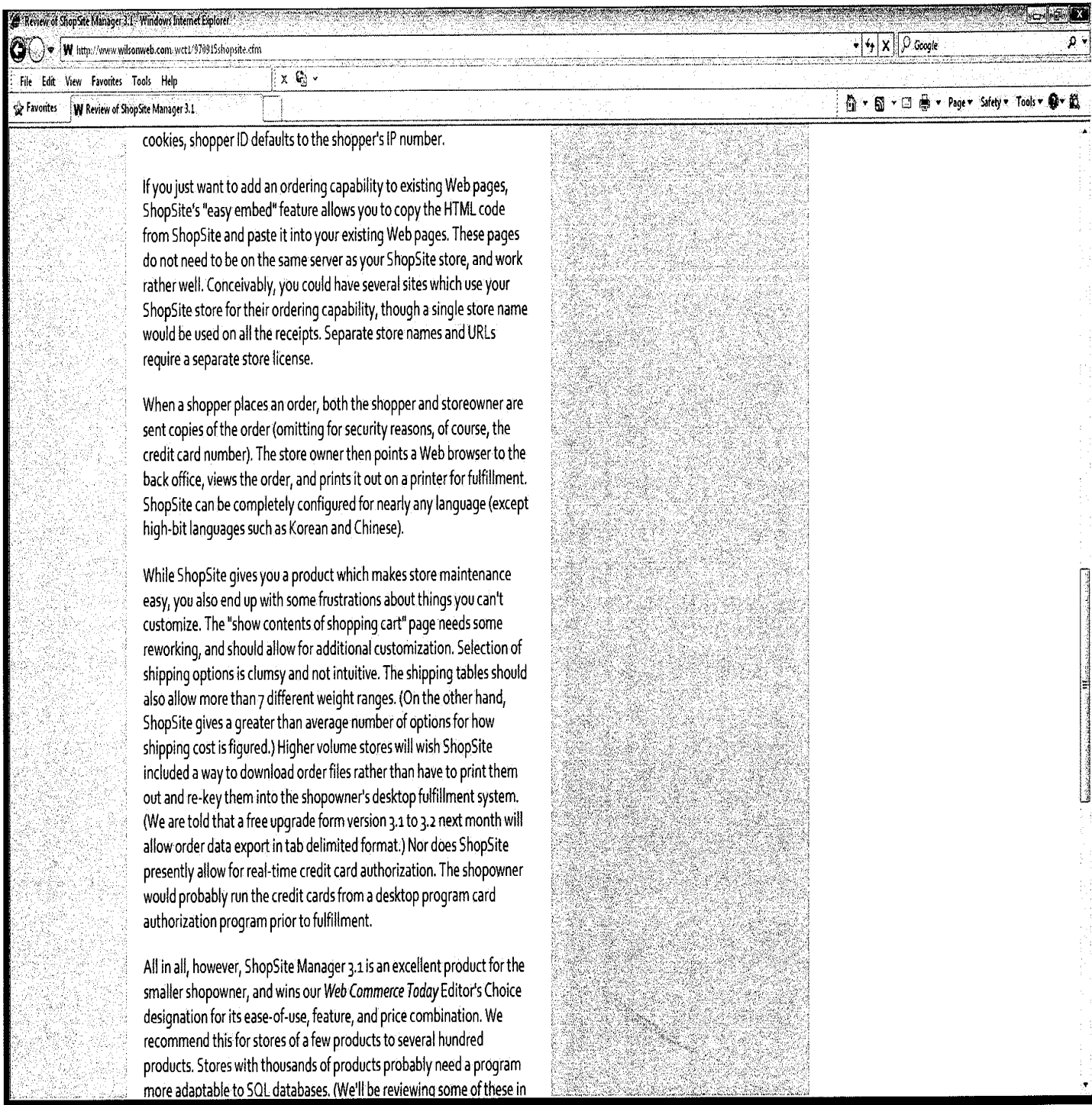
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**Dr. Wilson's Recommendations**

- Search Engine Optimization Services
- Search Engine Optimization Tools
- Content Management Systems
- Shopping Carts and E-Commerce Tools
- E-Mailing Services/Software
- Affiliate Marketing/Software
- Video Marketing

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## How ViaWeb and ShopSite Pro Incorporate Affiliate Program Software

by Dr. Ralph F. Wilson  
*Web Commerce Today*, Issue 8, March 15, 1998

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This article contains older information. Go here for newer information on [advertising and affiliate marketing](#).

Store software developers are now under the gun to include affiliate program support in their store architecture. Two early equipped programs do indeed allow a merchant to sign up and track affiliates.

### **ViaWeb 4.1**

includes a Link Tracker feature that allows the merchant to set up new affiliates in the Manager section. It generates two URLs: one for the affiliate to use to send referrals, and another on which the associate can monitor sales made through the referral system. The program then automatically prepares an e-mail message to inform the affiliate of the links and welcome the associate to the program. Daily the program updates on a Web page three fields for each associate: number of visitors, number of orders, and amount of sale (sorted either by number of orders or amount of revenue). While Link Tracker makes it easy to sign up affiliates and monitor sales by affiliates, it does not facilitate linking to individual products, nor make it easy to provide detailed reporting to affiliates. For more information see ViaWeb's help screen <http://www.viaweb.com/tracklink.html>

**ICentral ShopSite Pro 3.3** also adds an associates program capability. The set-up feature has fields for an associate's name, e-mail address, commission (flat or percentage), and the URL on the merchant's site to which referrals from this associate should be redirected (the front door to the store, a special product section, or customized page for this referrer's customers). The program generates a referral URL for the associate, and sends the associate an e-mail each time an order is made by his or her referral. At the end of a period, the merchant can download each associate's orders in a tab-delimited file for processing in a spreadsheet or database. Each order includes the sales total before taxes and shipping. While the e-mail to inform affiliates of orders provides instant feedback, the program doesn't provide an online or e-mail summary of commissions earned. While the tab-delimited file of each affiliate's orders allows for detailed processing and reporting, the requirement to individually download order files for each affiliate will be tedious for more than a few affiliates. For more information see the ShopSite help page at <http://www.shopsite.com/help/associates.html>

Both ViaWeb and ShopSite Pro have made a good start towards facilitating an affiliate program. They'll be great for a small network, but may lose their glamour if many affiliates actually sign up.

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### **Astrolabe Software**

Originally named Astro-Graphics Services, Astrolabe, Inc. was founded in 1979 by a group of astrologers headed by Robert Hand. Starting with programs for the Radio Shack TRS-80 and the Apple II, over the past fifteen years it has produced astrological and other programs for CP/M-compatible, Commodore, Macintosh and IBM-compatible personal computers. In addition to a large line of other software, it is now marketing the first major Windows astrological programs in the English-speaking world.

### **Joyce Levine's Astrology Store**

Joyce Levine takes a no-nonsense approach to astrology. You'll find yourself growing and unfolding with her witty, candid insight. It's no wonder. Levine is a professional astrologer with more than twenty years experience. She has acquired an international following through lecturing, individual counseling, publishing, and in broadcast. When you use her cassette tapes and book, you can learn to relax and get more out of life.

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### **Setting up Shop in the AstroMall**

Contact David Fox ([david@astrology.net](mailto:david@astrology.net)) for details on making your products available through Astrology.Net's AstroMall. You'll be in good company!





**Welcome to Astrology.Net's Ephemeris Bookstore.**

The Ephemeris Bookstore specializes only in ephemeris. An ephemeris gives the planetary positions (plus much more) for everyday per century. It is not possible (or practical) to practise Astrology without an ephemeris -- even if you are a software user! Also included in this store are asteroid ephemeris and the American Book of Tables. An ephemeris is a valuable tool for both the beginner and professional.

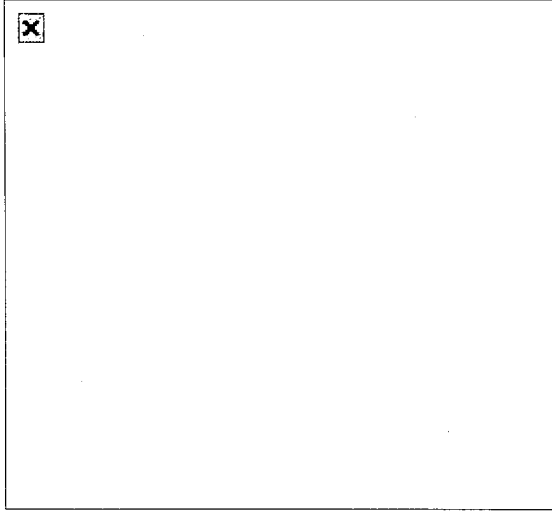
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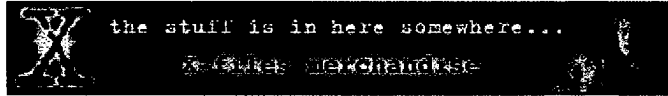
**Select your Ephemeris:**

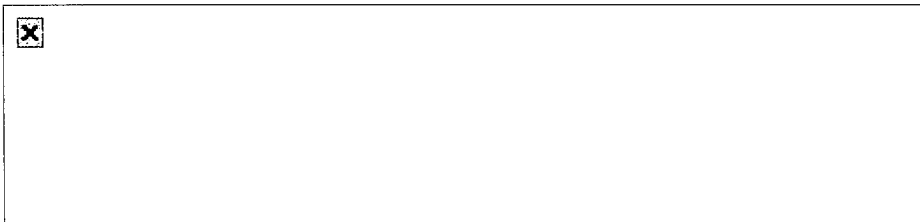
- [The American Ephemeris...20th Century Midnight](#)
- [The American Ephemeris...20th Century Noon](#)
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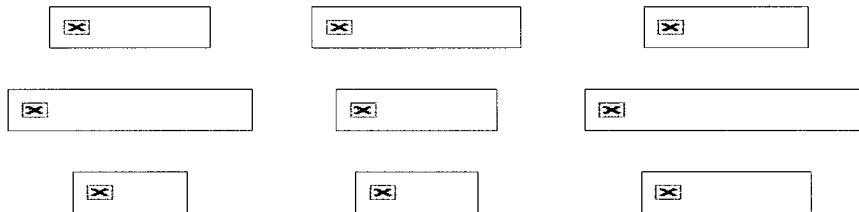
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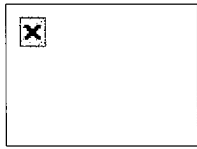
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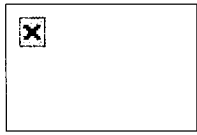
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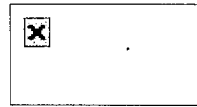
Misc. Looney Tunes



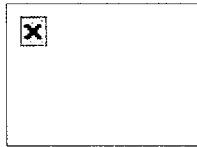
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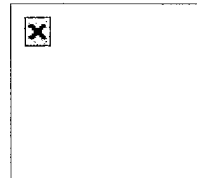
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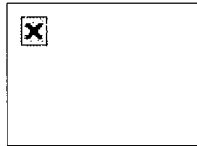
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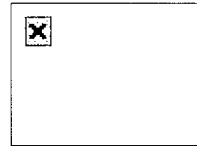
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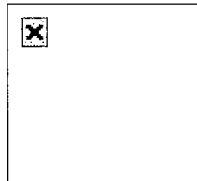
Western  
Bugs  
**\$16.95**



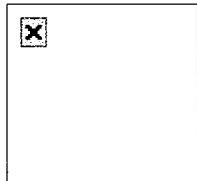
Biker  
Tunes  
**\$16.95**



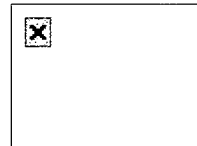
Loony  
Tunes  
Gang  
**\$16.95**



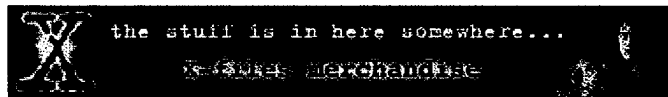
Loony  
Tunes:  
Cruising  
**\$15.95**

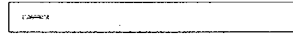
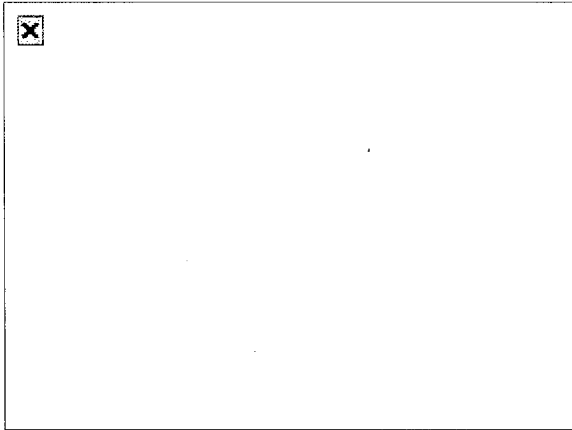


Loony  
Tunes:  
Playing  
Pool  
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Country  
Tunes  
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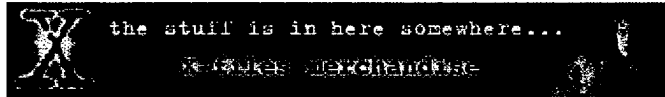




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30331218 \$16.95 SIZE: M

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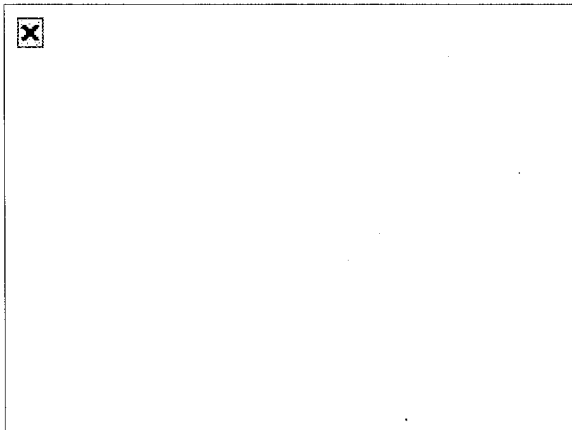
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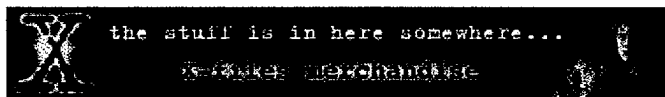


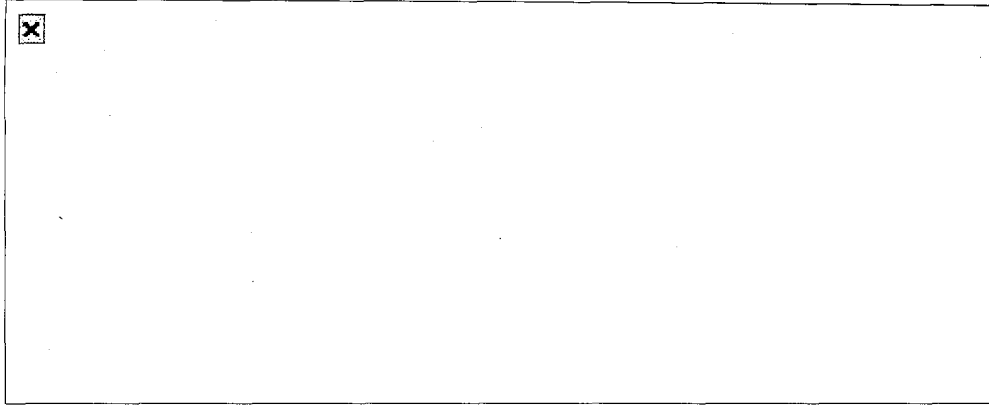
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30331137 \$16.95 SIZE: M

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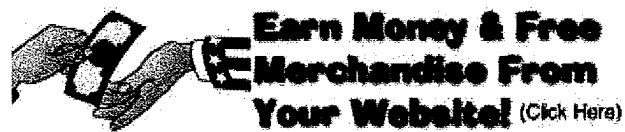
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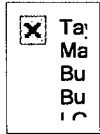


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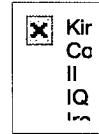
12/04/98



Taylor Made Burner Bubble Irons Value Set



Taylor Made Burner Bubble LCG Irons - New!



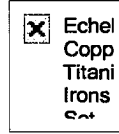
King Cobra II IQ Irons Value Set



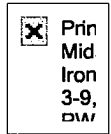
King Cobra II Plus IQ irons



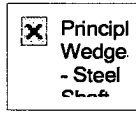
Palmer Sterling Silver Series



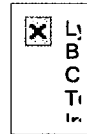
Echelon Copper-Tungsten Titanium Irons Set



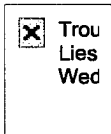
Principle Midsize Irons 3-9, PW Set & Free Jacket!



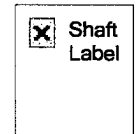
Principle Wedges - Steel Shaft



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producing them. But in one sense these magazines weren't really a failure; rather, they were part of our experiment to discover what it would take to provide people with the information they needed.

We began hiring full-timers in November of 1994, when we were still working in the basement. Geoff Jackson was the first person we took on. Like the original partners, Geoff was also one of my old friends: we had known each other since high school. We hired Geoff to fill a general "help-out" position. He did a lot of customer-service

work, which was our main priority at the time, along with whatever other tasks turned up. We didn't have much of an idea of clearly defined job descriptions back then! Geoff did a little marketing and began our "buyweb" program. This was an affiliate program, the first on the Web, in which another Web site can send traffic to a store such as ours and earn commissions on sales from that traffic. Geoff would look for people running Web sites and sign them up to earn commissions. (These days we have a much more sophisticated program called "Cosmic Credit," which I'll discuss in detail later.) Geoff was also handling a lot of details in a sort of office manager rôle.

Geoff's main priority, though, and ours too, was customer service.

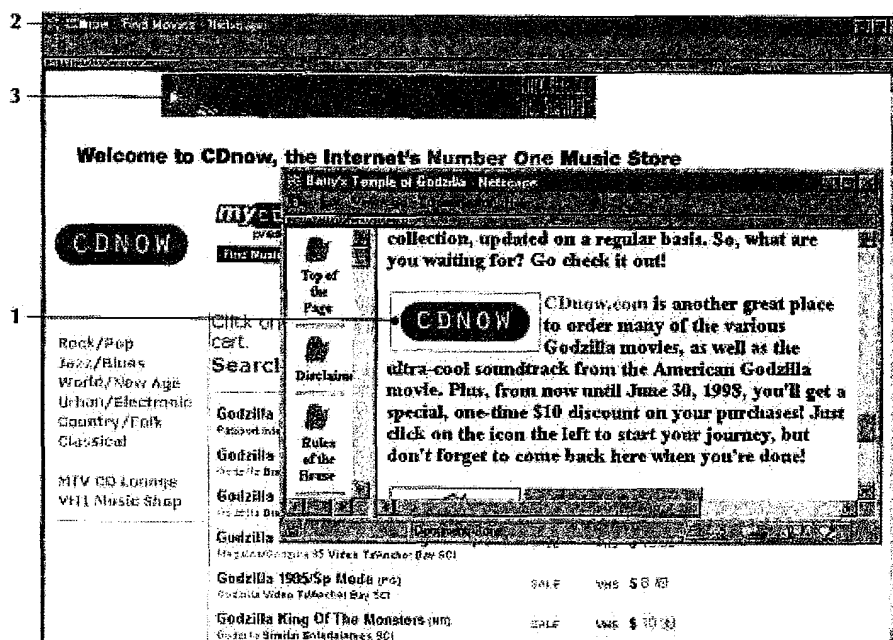


We didn't push the program much, but it progressed little by little. Derek Matsuura, working out of our California office, promoted the system by looking for small sites to link to us.

In March of 1997, we launched a more formal program that anyone could join by entering information into forms at our site. For the next year the affiliate program was just a cool extra, something nice, but not something we spent a lot of effort on. But in March of 1997 we decided it was time to create a new program that we'd push with a major marketing effort. We designed a completely new set of benefits and a new commission schedule, and relaunched the program under the name *Cosmic Credit*. Since then we've given it a really big push—and seen fantastic results. The real large gains came early in 1998, when we doubled the number of affiliates in around four months, from around fifteen thousand to thirty thousand. Then we more than *tripled* that in the next three to four months; we now have about one hundred thousand affiliates signed up. Ours may be the largest affiliate program on the Internet, though Amazon.com also recently broke the hundred-thousand affiliate mark. Considering *Cosmic Credit* growth, if it's not the largest program on the Web wait a few weeks—it will be soon! In any case, we probably have one of the most effective programs on the Internet; we do a great job of working with our affiliates. While most companies simply sign up affiliates and hope that they send traffic, we stay in contact and actively encourage their participation in various ways.

Anyone can sign up for a *Cosmic Credit* account. (Want one? Go to <http://cosmiccredit.com/>). You provide identifying information, including your address, your Web site URL, an account name, a password and other details, and once you've signed up, you put a link on your Web site back to us. The link contains a special code identifying your account, so that if people click on that link and enter our site, we know where they came from. If a visitor buys something while at our site, you get a commission.

The links are configured in a number of different ways. Many of our affiliates link back to particular product pages. For instance, a Godzilla Web site (we have several associates running Godzilla sites), might talk about the Godzilla soundtrack CD and link from the picture of the CD into the CDnow site. Anyone clicking on that link would come into the CDnow page describing the Godzilla CD. At the top of the page you'd see the original site's banner (see the following illustration), so CDnow's site appears to be incorporated into the Godzilla site and the visitor can quickly return to it. This is something most associate programs don't do, but it's easy to accomplish and we feel



Here's an example of how the affiliate links work. This Godzilla site links back to CDnow.

1. Click on this link at the Godzilla site
2. A CDnow page opens in the browser
3. The Godzilla site's banner is at the top of the page, so the visitor can quickly return at any time

that it's one more way we can help the affiliate. Affiliates can simply link into the main CDnow page, too, rather than to a specific CD page.

What are the benefits to the affiliate? Well, if someone clicks through to our site and just wanders around but doesn't buy, there's no payment. But if that visitor buys something from us, the affiliate gets a commission. The lowest commission we pay is seven percent on the first five hundred dollars of sales (we base the commission on the total order value after discounts, not including shipping or taxes). Sales over five hundred dollars but under fifteen hundred earn eight percent, and the commission escalates all the way up to fifteen percent for sales of more than seventeen thousand dollars. Some other sites' affiliate programs pay a commission only on products specifically recommended by the affiliate site; until quite recently that's the way the Amazon.com affiliate program worked. We pay on everything a visitor buys after entering our site via an affiliate's link.

In effect we are making it easy for a Web site to set up a music store. Selling products is a lot of trouble. You have to take the order, ship the product and handle customer-service issues. It all takes a lot of time and money. By joining an affiliate program, the Web-site owner can forget those inconvenient issues and concentrate on getting people to buy. We take and process the orders, and we have a customer-service department working for you.

Most affiliate programs simply pay a check to the affiliates, though the check may not be mailed until a minimum amount has been reached. We handle payments a little differently—we place all the money into the person's CDnow account, and that money is immediately available for CDnow purchases. If the account goes over a hundred dollars, and the affiliate lets the money sit in the account without it being used to buy from us, at the end of the calendar quarter we simply zero out the account and send the affiliate a check. It makes sense that most affiliates are interested in the product we sell. We know that all our Cosmic Credit affiliates are music lovers, so why not encourage

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them to spend some of their earnings at the store? We make it easy for our affiliates to make money from us ... and to continue being our customers, too. That seems to be an aspect of affiliate programs that most other companies ignore.

We have bonus programs, too. We don't make a big fuss about this—in fact a lot of affiliates don't realize we give bonuses. We figure it's nice for them to receive something they're not expecting. No matter how good a commission schedule looks, if that's all affiliates are after when they sign up, the relationship may not be quite strong enough. There has to be some other way to create loyalty. We've found that a surprise bonus a few months after affiliates have started sending us customers gets people's attention.

We have a first sale bonus, too, of ten dollars over the normal commission, which new affiliates sometimes don't notice because we don't make a big fuss about it. It's an old concept: give more than you promise. Going the extra mile really does pay off. For instance, once a site has sent us enough visitors, we send out a special starter package. Whether or not we sold anything to those fifty people, we'll send the affiliate a T-shirt, perhaps a free CD, promo stuff from labels, and other goodies. If someone sends us a lot visitors, their site has potential, and we want to work with that person.

Most of our affiliates are at the lower end of the commission range, but some get pretty high up the scale. It takes quite a bit of effort to build the traffic sufficiently to sell thousands of dollars worth of CDs each month, but some manage it, and occasionally an affiliate grows big enough to be pulled out of the *Cosmic Credit* program and into a partnership program. The most successful sites are the ones that have a real presence on the Web. They're indexed by the major search engines, they may have an email newsletter, and perhaps they promote their sites through advertising. Some are official band sites, bringing in lots of fans and selling official fan paraphernalia.

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We've gone out of our way to build an affiliate community. These people are tremendously important to us, so we do a lot to help them to help us. We want these sites to make money—the more we make, the more they make, so it's in everyone's interest to make the program work as efficiently as possible.

To this end we do a lot more than most companies to maximize the affiliate program. We have several people who work on Cosmic Credit full time, not just doing day-to-day management tasks, but spending time bringing people into the program, promoting the program, and coming up with new ways to leverage the relationships we have with our affiliates. We actually go out looking for sites to join us. We want the best music sites signed up with us. We want the CDnow logo to appear in high-quality Web sites around the world, so we actively recruit these sites. We could just sit back and wait for people to sign up; but we've found it most effective to seek out people who could benefit from the Cosmic Credit service.

We have one full-time person and an intern who do little more than surf about the Web checking out music sites. We're not only looking for great music sites—it's also good for us to keep up with what's happening on the Web related to music, what other music stores are doing, and so on. We give our surfers instructions on what's going on in the store, what albums are coming out soon, and what we think is going to happen in the music market, then send them out on these voyages of discovery.

This is how the Godzilla sites came to sign with the Cosmic Credit program. These aren't music sites, they're sites for fans of the Godzilla movies. Their owners may never have considered signing up as a music-store affiliate. But when we decided to promote the Godzilla soundtrack, we went out looking for affiliates who would be a good match, and asked them if they'd like to sign up. We tell them that we'll have

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From Barry's Temple of Godzilla: [www.godzillatemple.com/](http://www.godzillatemple.com/)

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**Enterprise**

# CYBERSTOREFRONTS FOR ROOKIES

Setting up shop in cyberspace is easier than ever, thanks to a crop of new services that help merchants build Web storefronts quickly--without much computer knowhow.

Until now, cyber- merchants with a do-it-yourself bent could teach themselves hypertext markup language (HTML), the code that's used to design Web pages. Or they might buy expensive and often hard-to-use software or hire Web design firms to build their pages for a small fortune.

HE DID IT. Early last year, Mark Kowalski, a Columbus, Ohio, chiropractor who sells bodybuilding dietary supplements over the Web, struggled for about a month to put up his own site using an HTML product called Hot Dog Pro. "I'm not real good with HTML text," he says. Eventually he succeeded. Last summer, Kowalski set up a second site--but in just two days--using Cambridge (Mass.)-based Viaweb. By joining Viaweb's Viamall (a collection of electronic stores), he found himself alongside such retailers as New York-based gourmet-food purveyor Dean & DeLuca.

Prospective Net retailers can contact Viaweb and its competitors, including America Online Inc. and Outreach Communications Corp. of Austin, Tex., directly online. Typically, these companies provide software, which is either downloaded to one's own computer or accessed directly online, that walks the merchant through a series of simple prompts. Users are invited to supply product names and prices and can create various categories of their products. They can select from an assortment of colors and fonts, ending up with

a respectable-looking set of Web pages complete with product information and order forms. "It's not like the custom-developed \$100,000 Web site that an artist could put together for you," concedes Outreach's Chief Executive Officer Riss Estes. Still, the merchant can scan in corporate logos and product pictures to jazz up the site.

MALLS. The storefront can be launched as a stand-alone Web site or housed in a cybermall, receiving secure credit card orders and tracking sales and site visits. The price of the services can vary widely.

DFNDT 0005069

Challenging the instant-storefront builders are pricier new providers such as AlphaGraphics Inc. in Tucson, which offers cyber-rookies more hand-holding and customized design services at its chain of corner print shops. But whether retailers opt for instant setup or custom design, they must still get shoppers to surf and spend. Kowalski devotes 30 to 40 hours a week to running his online business. Fancy technology doesn't change a basic tenet of retailing: Somebody's got to mind the store.

*By Mark Halper in San Francisco*

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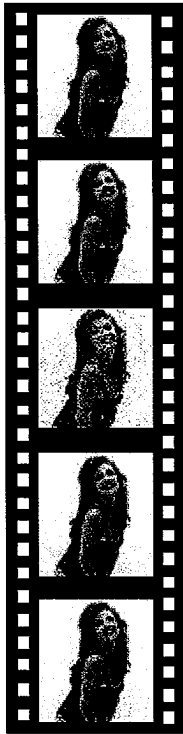
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**BusinessWeek**

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## FORECASTS

the anguish of a "loveless marriage" become predictable—not so mysterious or unforeseeable after all. An energetic chapter on "love through literature" further renders love's heartache oddly routine. Readers who translate psychological factoids into tools for introspection will likely find *Cupid's Arrow* interesting and helpful. Wrestlers and poets may prefer to struggle: "Stella!" (Sept.)

### PROJECT MINDSHIFT:

**The Re-education of the American Public Concerning Extraterrestrial Life 1947-Present**

Michael Mannion. M. Evans, \$19.95 (304p) ISBN 0-87131-856-3

The possibility that "our world has been and is now being visited by advanced intelligent entities from elsewhere, and this reality has been known to a limited number of people within the U.S. government since at least 1947" is advanced not as an established conclusion but as a supposition to examine by journeyman writer Mannion. His very *X-Files*-esque mindshift hypothesis is that quasi-governmental activity, aimed at preparing humanity for the seemingly new perceptions of reality that alien contact would engender, takes place constantly—via news cover-ups in concert with leakages through other less threaten-

ing channels, which Mannion proceeds to examine chapter by chapter. One is devoted to the countless fiction and nonfiction books and articles already published on UFOs, along with interviews with some of their authors. Another, "Mindshift in the Movies," examines the seeming cultural impact of everything from *A Trip to the Moon* (1902) to '50s B-movies, to *Starman* and *Contact*, albeit briefly. Others look at ads and the Internet, while a final chapter notes converging ideas from ufology and hard science. While the mindshift conceit is an intriguing means of looking at the media's impact on perceptions of UFOs, this treatment lacks the sort of savvy cultural critique necessary for appeal beyond the already curious. (Sept.)

### UFO HEADQUARTERS:

**Investigations on Current Extraterrestrial Activity**

Susan Wright. St. Martin's, \$23.95 (288p) ISBN 0-312-18530-8

"Something is happening in our skies. To discover the cause, we can only continue to use our eyes to see the world around us, record it faithfully, and work toward the next step in understanding humanity's place in the universe," veteran *Star Trek* book author Wright concludes at the close of this survey of the complex, confusing and contradictory world of ufology. Covering such topics as the Roswell incident and Area 51; government "black projects"; and sightings, disinformation and abductions, Wright introduces us to some of the field's players and personalities, from Glenn Campbell, who maintains the unofficial Area 51 Research Center, to Bob Lazar, whose sightings in the area are legendary. She quotes extensively from a variety of sources; some seem quite knowledgeable and reasonable, while others obviously are from the other end of the spectrum, although not without their own sort of entertainment value. (Wright straightfacedly writes that "Jarod-2 also claims the aliens speak 'a higher form of Hungarian.'") Making the point, however, that the trust of citizens is damaged by excessive secrecy—leading to rumor and paranoia—this neophyte's guide lightens the field's often murky terrain, though readers will be better and more entertainingly served by Phil Patton's *Dreamland* (Forecasts, July 20). (Sept.)

### Nonfiction Notes

#### SEPTEMBER PUBLICATIONS

It's easy to remember what the problems of schools are—any newspaper article reminds us of poor grades, bureaucratic infighting, violence. It can be harder to remember what's at stake. Through 90 duo-

tone photos by Nicholas Nixon, a three-part essay by Robert Coles (*The Moral Intelligence of Children*) and the kids' own words, **School** looks at the inner lives of kids at a Cambridge elementary school, the Boston Latin School and the Perkins School for the Blind. (Bulfinch, \$35 176p ISBN 0-8212-2501-4)

Photographer Anne Geddes's images of babies have baffled some, but entranced more and made her *Down in the Garden* a PW bestseller, with 980,000 copies in print. Her latest gift book, **Little Thoughts with Love**, includes her trademark images of babies as flowers and napping bees, but also simply being held. Accompanying each photo is a pertinent quote. *200,000 first printing*. (Cedco, \$29.95 124p ISBN 0-7683-2020-8)

### GLOBAL VILLAGE MARKETS


While large corporations scramble to pull together an online presence, the little guys are in an unprecedented position for capitalizing on the Internet's relatively level playing field. Paul and Sarah Edwards, authors of the Working from Home series, and Linda Rohrbough (*Start Your Own Computer Repair Business*) tell how in **Making Money in Cyberspace**. In step-by-step chapters on everything from "Putting the Intimacy Factor to Work for You" and "A Short Discourse in Web Page Advertising Terminology" to case studies of success stories, assessments of salable products and the time it takes for images to fly over the wires, this comprehensive guide will have newbies happily clicking away. Illustrations. (Putnam/Tarcher, \$15.95 paper 300p ISBN 0-87477-884-0; Sept.)

Not necessarily less high-tech is **The Natural Wealth of Nations: Harnessing the Market for the Environment** by David Malin Roodman, a senior researcher at the Worldwatch Institute. As part of the Worldwatch Environmental Alert Series, edited by Linda Stark, the book argues that governments, by simply reallocating existing subsidies, can put corporations on the path to a cleaner world. (Norton, \$13 paper 308p ISBN 0-393-31852-4; Sept.)

### AN AMERICAN WOMAN IN PARIS

In the 1860s, the trailblazing 19th-century painter Mary Cassatt (1844-1926) left her native Pennsylvania for a life abroad, eventually becoming the only woman to exhibit with the French Impressionists. Like her friends and colleagues Degas, Monet and Pissarro, Cassatt brought a frankly modernist aesthetic to scenes of modern life, in Cassatt's case the activities of modern women, reading and doing needlepoint, opera going, taking afternoon tea and nursing babies. Marking the arrival of a travel-

**Camelot**  
A novel by Caryl Rivers



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"In this, as in all her books, Caryl Rivers has shown she's a terrific writer, with a wise, wry take on the 60s generation." — Carl Bernstein

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ing retrospective that opens in Chicago in October is a cluster of books on Cassatt, the most spectacularly colorful being the official catalogue, **Mary Cassatt: Modern Woman**, a selection of both BOMC and QPB. Joining essays by curator Judith A. Barter and others are 300 illustrations. (Abrams, \$65 320p ISBN 0-8109-4089-2; Oct.)

Stewart, Tabori & Chang is bringing out its own collection of paintings, pastels and other work by Cassatt, **Mary Cassatt: Reflections of Women's Lives**, which features 50 color photographs and 10 prints. Deborah Mancoff, who also wrote STC's recently published *Burne-Jones* (Forecasts, July 13), retells Cassatt's life story, using lively captions to characterize her subject matter and painterly techniques. (STC, \$24.95 96p ISBN 0-55670-852-1; Sept.)

The intersection of Cassatt's art and the predicament of late-19th-century New Women is what most interests University of Leeds professor Griselda Pollock in **Mary Cassatt: Painter of Modern Women**. More than 180 illustrations, 55 in color, offset Pollock's essays on Cassatt's trajectory from Pennsylvania to the breakaway exhibition halls of the Impressionists and the rise of her critical reputation at home, culminating in a joint show in New York with Degas in 1915 that benefited the cause of women's suffrage. (Thames & Hudson, \$14.95 224p ISBN 0-500-20317-2; Sept.)

#### WHAT DO VENETIANS EAT?

From *gnocchi de suca* (potato and pumpkin dumplings) to *tiramisu* and *cicheti* (the Venetian form of appetizers), Sally Spector's **Venice & Food** traces the foods and culinary customs specific to that region of Italy. This personal recipe book, written in script with homespun, colored-pencil sketches on thick stock, serves as a culinary travel guide through the kitchens of *il popolo* (Venetian ordinary folk). (Arsenale Editrice [dist. by Antique Collectors' Club], \$35 200p ISBN 88-7743-173-3; Sept.)

## Mass Market

#### RANDOM ACTS

*Taylor Smith*. Mira, \$5.99 (448p) ISBN 1-55166-431-3

Smith (*Guilt by Silence*) proves herself one of Mira's strongest authors, though the plot of her latest woman-in-jeopardy suspense thriller plot involving psycho baby-killers may put off some readers. The murdered Michael Kazarian, enigmatic husband of Laurel Madden, and former lover of Claire Gillespie, looms large in this excellent page-turner. Laurel, a top FBI profiler, and Claire, a star

news magazine reporter, are unexpectedly brought together because of the headline-grabbing "Totnap" case. Four infants have been kidnapped in Los Angeles, and two bodies recovered. The grisly circumstances make romance difficult, if not quite impossible, but love has a way, and strong, handsome FBI men Dan Sprague and Gar Doucet are hard to resist. Doucet's dark allure does a number on Claire, and the sexual tension there is deliciously palpable. But sexual tension isn't all. Taylor manages to keep the suspense taut as well, as she keeps readers guessing whether ice-queen Laurel murdered her husband with Doucet's help. The publisher compares Smith to John Grisham and in fact, it's a perfectly plausible comparison—though Smith's a better prose stylist. (Oct.)

#### THE THEFT

*Andrea Kane*. Pocket, \$6.50 (402p) ISBN 0-671-01887-6

Kane (*The Music Box*) uses characters from her short story "Yuletide Treasure" for this delightful Regency. Art detective Ashford Thornton, the Earl of Tremlett, is hot on the trail of London's notorious art thief, Franco Baricci. He is keeping close tabs both on Baricci's cohorts and his newly discovered illegitimate daughter, the lovely Lady Noelle Bromleigh. In his efforts to find out more about her father, Ashford plans to get quite a bit closer to Noelle only to realize that Noelle is an innocent in a deadly game. Complications arise as Ashford and Noelle fall in love and she insists on helping him. Well-known for her Regency romances, Kane has created another exciting mystery complete with a spirited heroine, a dashing older hero and plenty of dark secrets. There are lots of good plot twists cleverly woven into Regency mores and styles to keep readers intrigued and entertained. The killer, however, is very predictable. (Oct.)

#### CLUB FED

*George E. Taylor Jr. with Clifford L. Linedecker*. Avon, \$6.99 (384p) ISBN 0-380-75969-8

Career-criminal-turned-disgruntled-FBI-informer George "Bud" Taylor recounts his experiences with WITSEC, popularly known as the Federal Witness Protection Program. Most of the book is about Taylor's frustration with WITSEC's blatant favoritism, broken promises, and bungled security; but despite Taylor's inside knowledge, he does not pack a punch—perhaps because it is hard to elicit sympathy for a recidivist felon. Taylor's descriptions of his

fellow informers are colorful but rambling. Even his personal stories of informers who return to crime once released into society—which he backs up with the alarming fact that 20% of witnesses commit crimes while under federal protection—are eclipsed by his particular blend of cockiness and whininess; if "Bud" were easier to like, his point might come across more clearly. (Oct.)

#### THE CAD

*Edith Layton*. Harper, \$5.99 (352p) ISBN 0-06-108706-8

The impoverished, genteel Bridget Cooke knows her place. As a companion for her beautiful cousin Cecily, she is to be modest, inconspicuous. And with the obvious scar across her face, no one ever does notice her—at least until the catch of the season, Ewen, Viscount Sinclair, not only notices but asks her to be his mistress. Bridget refuses, so Ewen goes the next step and asks for her hand. When auntie—who has her eye on the rakish viscount for Cecily—learns of the proposal, Bridget is tossed out of the house and forced to accept Ewen's proposal. A rather tawdry wedding is followed by an idyllic fortnight until Ewen is called away on the Regent's work. Left alone, Bridget is prey to her own misgivings and society's doubt that the two could possibly be married. Layton's (*Bound by Love*) story gets off to a delightful start, but then falters; the small confusions and suspicions that follow Ewen's departure could have easily been cleared up and the fact that they are not just grates. (Sept.)

#### ONCE MORE

*Colleen Faulkner*. Zebra, \$5.99 (352p) ISBN 0-8217-5984-1

A simple plot involving a young woman who is forced to honor her childhood betrothal to a despicable earl, then finds love in the arms of an unlikely hero, takes a refreshing turn in this latest Regency by the author of *Angel in My Arms*. Responsible for the care of her self-absorbed mother and simple-minded, beautiful sister, Julia Thomas has no choice but to marry the cruel Earl of St. Martin. Soon after her arrival at the earl's London home, Julia falls in love with his foppish cousin, the Baron Griffin Archer, who dresses in garish clothing and is rumored to be homosexual. But like the Scarlet Pimpernel, Griffin's outrageous façade masks a man only Julia can see—a model of masculinity involved in a dangerous scheme to protect the king. To further complicate matters, she soon learns that Griffin is married and loves his wife. While the ending offers double happily-ever-afters, they come about in a way that is neither unique or surprising. Still, the lively narrative and rich characters outweigh those shortcomings, making this a first-rate read. (Sept.)

August 10, 1998 / PUBLISHERS WEEKLY 385

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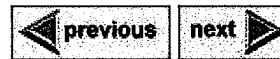
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**Date of Creation:** 1998

**Date of Publication:** 1998-09-08

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**Document** Book Review

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**Subject Terms:** BOOKS -- Reviews

**Abstract:** Reviews several nonfiction books that will be published in September 1998. 'School,' by Robert Coles, photos by Nicholas Nixon; 'Little Thoughts with Love,' by Anne Geddes; 'Making Money in Cyberspace,' by Paul Edwards, Sarah Edwards, and Linda Rohrbough; 'Mary Cassatt: Modern Woman,' by Judith A. Barter; 'Venice & Food,' by Sally Spector; Others.

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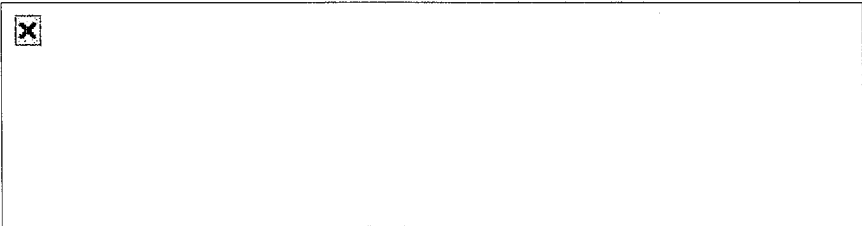
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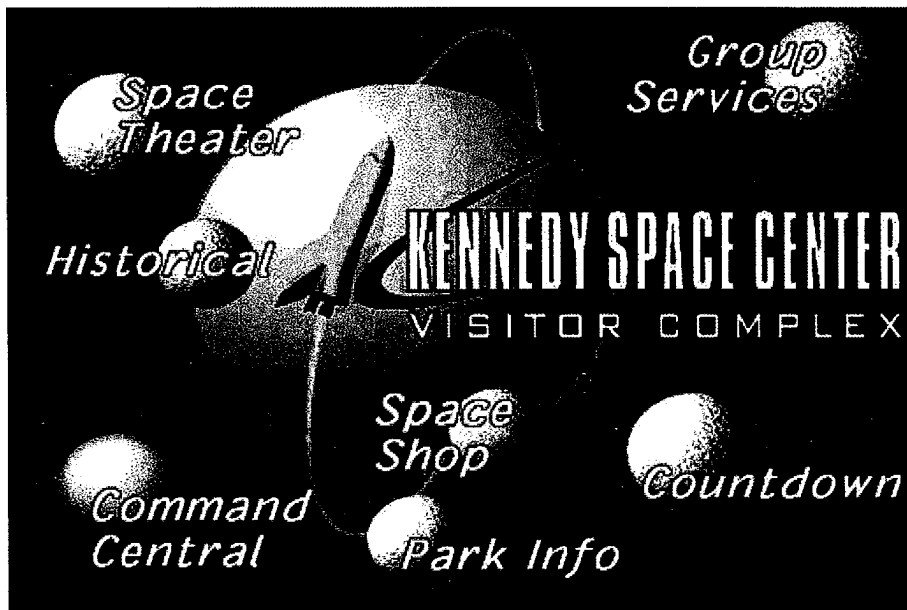
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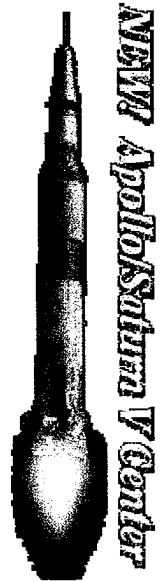
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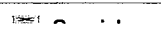
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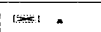
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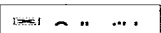
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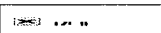
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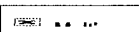
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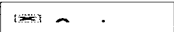
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**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 74563504  
**Filing Date** August 19, 1994  
**Current Filing Basis** 1A  
**Original Filing Basis** 1B  
**Published for Opposition** May 16, 1995  
**Registration Number** 1940267  
**Registration Date** December 5, 1995  
**Owner** (REGISTRANT) MCI Communications Corporation CORPORATION DELAWARE 1133 19th Street, N.W. Washington D.C. 20036  
**Attorney of Record** Elliott I. Pollock  
**Prior Registrations** 1261955;1380778  
**Type of Mark** SERVICE MARK  
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# Electronic Commerce

Covering: Tools and Techniques for Interenterprise Networking  
and Doing Business On-Line

## Briefs

**Tandem Computers, Inc.** has recently unveiled **World Wide Web software** for the full range of Tandem computers — from its SVA line server to the company's NonStop parallel processing system. The Web software



is based on either the Digital Equipment Standard or Secure Hyper Text Transfer Protocol.

Prices range from \$1,000 to \$17,500.

Review: (408) 285-6000.

**Personal Library Software, Inc.**, a Knoxville, TN-based maker of text retrieval and document management software, said it will set up an **on-line superdirectory** called **o.l.** The superdirectory will let subscribers engaged with the company's PLWeb software locate Web information they need from the Internet by use of natural language requests rather than key words. Joining the database in which the information resides.

## MCI opens electronic mall on 'Net

By Ellen Mosser  
Washington, D.C.  
MCI Communications, Inc. last week opened the doors on the first Internet electronic mall where on-line credit card transactions will be secured using public-key encryption technology.

Catalog companies, book stores and electronics sales outlets are already hawkking their wares on marketplaceMCI, MCI's World-Wide Web site. MCI is centrally compiling information on all marketplaceMCI purchases, then making fetched sales data periodically available for downloading to dedicated workstations, which are known as "merchant-enabling devices," located at retail sites.

"The reason we're interested in this is due to our success with selling on-line via Prodigy and CompuServe," said Denise Keene-Gillet, vice president of marketing at Hamacher

Schlemmer & Co., a catalog company whose first marketplaceMCI products include luggage, a Turkish robe, lounge chairs and an electric shaver.

Hamacher Schlemmer has already gained some Web experience by advertising on the Internet Shipping Network. This time around, however, the cata-

logists are mostly men and under the age of 35, and nearly half have professional occupations. Retailers claim their Web-advertised products are aimed to appeal to this male population.

Danmark International, a direct marketer of durable goods, is selling electronics and computers via marketplaceMCI.

"This is the first time for us on the Internet," said Brad Richter, Danmark's manager for new business development. "We're convinced MCI will be able to bring in consumers."

It's also a first-time Web experience for Reiter's Scientific & Professional Books, a bookstore here that joined marketplaceMCI primarily for advertising purposes. Management is hopeful on-line sales will result from the experiment, said Robert Nelson, Reiter's store manager.

Any Web browser can window-shop marketplaceMCI at [www.internetmci.com](http://www.internetmci.com). But to make purchases, the consumer

will need MCI's special client software, called InternetMCI Navigator, for encrypting the sales information.

### Exchanging hands

A central challenge for MCI is getting this client software into the hands of users. To accomplish that, MCI is making the software available at no charge.

If a person logs on without the security-enhanced client software, the MCI Web site will send a pop-up screen to the user on how to download it, said Karl Lewis, senior manager of Internet applications with MCI.

The carrier has also established an 800 number as a help desk for Web use, and it has plans for an extensive advertising campaign to boost consumer awareness.

Analysts applauded MCI's tight security approach to handling sensitive purchase information by encrypting it. "This is the first large-scale electronic shopping mall with secured transactions, and secured transactions are essential if 'Net-based commerce will flourish," said Bruce Schmeier, president of Oak Park, Ill.-based Comnet-panie Systems. ■



VINTON CERF, father of the Internet, used new MCI Business Member's user interface to take a walk on the wild side during the trial.

log company worked with MCI's production studio here to prepare its marketing material for the Web.

Surveys of Internet use by MCI suggest that Internet enthu-

Network World, April 3, 1995



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Thursday, October 5, 1995 - Page updated at 12:00 AM

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Business Digest

**Nordstrom E-Mail Shopping Expanded To Marketplacemci**

Seattle Times Staff: Seattle Times News Services

NEW YORK - Seattle-based Nordstrom is expanding its e-mail shopping service to include those who use the marketplaceMCI Internet shopping mall.

MarketplaceMCI is a joint venture of News Corp. and MCI. Products from such companies as Hammacher Schlemmer, Sara Lee Hosiery/L'eggs and OfficeMax already are on marketplaceMCI.

Nordstrom's full line of apparel, shoes and accessories, as well as access to the company's personal shoppers, will be available. The service is called Personal Touch America and is available on the computerized Internet system through two addresses:

- <http://www.internetMCI.com/marketplace>

- 6870401@mcimail.com

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# News Corp./MCI Online Ventures adds Nordstrom to marketplaceMCI; Expanded online shopping provides personal shopper service through point, click and e-mail capabilities.



Business Wire  
October 5, 1995

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NEW YORK--(BUSINESS WIRE)--Oct. 5, 1995--Bringing the best of online shopping to its customers, News Corp./MCI Online Ventures today announced the addition of Nordstrom as the newest tenant in marketplaceMCI, its Internet shopping mall. Beginning today, marketplaceMCI customers can interact with one of Nordstrom's personal shoppers to order a wide variety of high-quality products in the convenience of their homes or offices.

"More and more, consumers are searching for convenient and time-saving methods of shopping," said Scott Kurnit, chief executive officer and president of News Corp./MCI Online Ventures. "This expansion of our online shopping venture offers an alternative to traditional shopping methods, particularly during the upcoming holiday season. Now consumers can use marketplaceMCI to e-mail questions and purchase requests to their own Nordstrom personal shoppers."

Nordstrom joins Hammacher Schlemmer & Co., Sara Lee Hosiery/L'eggs and OfficeMax, Inc., among other stores, on marketplaceMCI. Through its Personal Touch America service (<http://www.internetMCI.com/marketplace> or 6870401@mcimail.com), the Seattle-based retailer offers its full collection of apparel, shoes and accessories as well as trained personal shoppers available to assist customers free of charge. Personal shoppers do everything from answer questions about a specific item to help customers select complete wardrobes.

"Nordstrom's partnership with News Corp./MCI Online Ventures allows us to continue our high level of customer service in cyberspace," said Dan Nordstrom co-president of Nordstrom. "Since so many of our customers have enjoyed using Nordstrom's e-mail service this past year, we wanted to expand it to be accessible to our customers who prefer to use marketplaceMCI."

marketplaceMCI delivers interactive, at-home shopping 24 hours a day at <http://www.internetmci.com/marketplace> or <http://www.delphi.com>

News Corp./MCI Online Ventures, a joint venture between News Corp. and MCI to launch new Internet-based online services for businesses and consumers, provides a wide range of interactive products and services including original news programming, a comprehensive guide to the Internet, a variety of games, an engaging online space for children and a host of specialized programming developed jointly with News Corp. companies, as well as with other non-affiliated partners.

Nordstrom is a leading fashion specialty retailer based in Seattle. The 94-year-old company

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currently operates 78 stores in 15 states and in 1994 reported sales of \$3.9 billion.

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# NEWS CORP./MCI ONLINE VENTURES OFFERS INNOVATIONS IN ONLINE SHOPPING; Custom Search Options Offer Personalized Shopping At Your Fingertips.



Business Wire  
December 5, 1995

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NEW YORK--(BUSINESS WIRE)--Dec. 5, 1995--Utilizing the power of computing to search, sort and sift based on customized profiles, News Corp./MCI Online Ventures has taken online shopping to a new dimension -- transforming the traditional shopping catalog into a personalized online shopping tool.

Available at [www.internetmci.com/marketplace/holiday](http://www.internetmci.com/marketplace/holiday) and [www.delphi.com/pshopper](http://www.delphi.com/pshopper), News Corp./MCI Online Ventures introduced an innovative search technology allowing shoppers to input personalized information and instantly receive customized, easy-to-access gift selections from stores nationwide. Users simply input who it is they are buying for and then select topics from the user-friendly menus according to the individual's interests. Within seconds, users see choices that fit that special person's taste as well as a budget.

"We have taken shopping on the 'Net in an entirely new direction," said Scott Kurnit, Chief Executive Officer and President of News Corp./MCI Online Ventures. "By using the power of the online medium in such a way that is simply not possible through print or broadcast, we have created a service that is truly interactive and tremendously useful, making shopping fun and convenient."

In addition to this unique customized shopping feature unavailable anywhere else, web-shoppers also have access to The Ultimate Holiday Catalog offering hundreds of gift selections from a \$10 pocket knife to an \$800 stereo VCR -- and a lot more in between. Other gift selections include virtual reality viewing glasses, Bonsai plants and exquisite artwork as well as traditional holiday gifts including flowers, books, clothing and food. The catalog also has lots of computers and related gifts for gift givers with an appetite for bits and bytes.

"The Ultimate Holiday Catalog was designed to take the stress and frenzy out of holiday shopping and give shoppers an easy, interactive format in which to make gift buying decisions," said Michael Mael, head of Business Development for NewsCorp./MCI Online Ventures. "Our customers realize that interactive, personalized shopping, 24 hours a day, 7 days a week is a much more attractive option than fighting the usual holiday crowds."

Features of the catalog include "Our Favorites," with marketplaceMCI's top picks; "What Money Can Buy," for gift givers who have an unlimited budget; and "Seasonal Collection," offering gifts accented with holiday spirit.

To add excitement and choice to the holiday shopping menu, The Ultimate Holiday Catalog

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showcases a new department each week throughout the holiday season:

Dec. 8 Gourmet gifts to whet your appetite

Dec. 15 Last minute gifts and stocking stuffers

Shoppers also have access to an online Personal Shopper from Nordstrom and Macy's who will provide one-on-one personalized service offering shopping suggestions and assistance.

News Corp./MCI Online Ventures provides Internet-based services for business and consumers developed jointly with News Corp. and MCI companies and other non-affiliated partners.

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# News Corp./MCI Online Ventures adds greater shopping variety to marketplaceMCI with six new stores; Everything from steaks to sneakers offered online.



Business Wire  
November 2, 1995

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NEW YORK--(BUSINESS WIRE)--Nov. 2, 1995--Offering shoppers thousands of products from which to choose, News Corp./MCI Online Ventures today announced the expansion of its Internet shopping mall marketplaceMCI. Six new retailers--Foot Locker, Lady Foot Locker, Champs Sports, Omaha Steaks, Andy's Garage Sale from Fingerhut, and QUALCOMM Incorporated -- have joined Nordstrom, Hammacher Schlemmer & Co., OfficeMax, Inc., among others, as part of marketplaceMCI's recently expanded and redesigned mall.

When shoppers enter the mall, they can now browse the 30 stores offered through marketplaceMCI with the opportunity to purchase a wide variety of items with a click of the mouse.

"marketplaceMCI provides an alternative to traditional shopping," said Scott Kurnit, chief executive officer and president of News Corp./MCI Online Ventures. "Not only is it extremely convenient, it's also a real time-saver. It's as easy as point, click and buy."

The new additions include:

\* Foot Locker, Lady Foot Locker and Champs Sports from Woolworth Corporation--Known as "the world's most complete athletic footwear store," Foot Locker at marketplaceMCI offers more than major brand footwear, apparel and accessories. By clicking on "Get the Goods" and inputting the brand, sport and type of athletic gear a shopper wants to buy (shoes or clothes), Foot Locker is able to provide customized offerings tailored to the individual's lifestyle.

Lady Foot Locker, the nation's largest retail chain specializing in women's athletic footwear and apparel, at marketplaceMCI lets shoppers choose their favorite sport and brand, then provides a list of shoes, clothes or accessories designed to meet their needs. Shoppers can view color pictures of the items in detail and can inquire about merchandise via "Fe-Mail."

From NHL to NCAA merchandise, Champs Sports at marketplaceMCI offers a variety of athletic team apparel, including hats, jackets, warm-ups, shirts, jerseys and starter jackets. By inputting the league, brand and type of merchandise they like, shoppers can view items ranging from a Chicago Bulls sling chair to a Houston Astros hat to a New York Giants sweatshirt.

\* Omaha Steaks--World famous for its gourmet beef, Omaha Steaks also offers superb quality poultry, seafood, smoked meats, appetizers and desserts. But it doesn't stop here. Shoppers also have access to the "Omaha Steaks Good Life Guide and Cookbook" recipes, cooking tips and even daily specials including two-for-one savings.

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\* **Andy's Garage Sale from Fingerhut**--In Andy's words, the Garage sells "new stuff -- dirt cheap" offering the week's top 20 products (everything from cookware to socket sets to stereos) at rock bottom prices. At less than half the dealer cost, marketplaceMCI shoppers can take advantage of the "Big Deal of the Day" with deals on such items as a down comforter marked down from \$59.99 to \$12.00. Beyond shopping, individuals can chuckle at the "Joke of the Week," get tips on advertising a garage sale from "Andy Says" and read about lucky garage sale finds by clicking on "Ask Andy."

\* **QUALCOMM**--QUALCOMM's Eudora Pro electronic mail package is specially designed for the Internet. The application provides enterprise- and Internet-wide messaging and information productivity services. Eudora Pro is TCP/IP compatible for direct Internet connectivity from any location, has efficient management of incoming and outgoing e-mail, and has all of the professional level features users would expect from the most popular e-mail package on the Internet. Based on the award-winning Eudora software originally introduced in 1988, Eudora Pro delivers the ease of integration and superior functionality valued by MIS professionals and millions of Internet enthusiasts alike.

"Our partnership with MCI allows us to create a new venue to interact with consumers," said Randy Walker, vice president of sales promotion for Woolworth Corporation. "marketplaceMCI presents an organized, user-friendly environment that will generate excitement and repeat visits."

"Joining marketplaceMCI was a logical partnership since our Eudora Pro electronic mail package is designed especially for Internet users," said Ann Schrader, national sales manager of QUALCOMM Enterprise Software Technologies. "QUALCOMM decided to join marketplaceMCI because as part of News Corp./MCI Online Ventures, it reaches millions of Internet users worldwide."

marketplaceMCI delivers interactive, at-home shopping 24 hours a day at <http://www.internetmci.com/marketplace> or <http://www.delphi.com>

News Corp./MCI Online Ventures provides Internet-based services for businesses and consumers developed jointly with News Corp. and MCI companies and other non-affiliated partners.

As part of the Athletic Footwear and Apparel division of Woolworth Corporation, Foot Locker operates over 2,000 stores worldwide, offers a broad selection of the latest in branded athletic footwear and apparel, including many exclusives; for the active-minded woman, Lady Foot Locker, with 600 stores nationwide, offers one stop shopping with several coordinating footwear and apparel hookups for head to toe dressing; from athletic equipment to athletic footwear to your favorite team's jersey, all can be found at one of the 550 Champs Sports stores across the country.

For over 75 years, Omaha Steaks International, a family-owned company, has been recognized for the finest cuts of corn-fed, naturally aged Midwestern beef processed in its Omaha plant. Selections include appetizers, lamb, veal, pork, seafood, poultry and desserts.

Orders are shipped frozen, packed with dry ice in a reusable cooler and delivered to the door by FedEx. Every order comes with a cookbook that includes easy directions, and all products are unconditionally guaranteed. Omaha Steaks FoodService services restaurants, hotels and other institutions across the country and worldwide.

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position reporting services), CDMA wireless communications systems and products and, in conjunction with others, the development of the Globalstar low-earth-orbit (LEO) satellite communications system. Other company products include the Eudora Pro electronic mail software, VLSI components, and communications equipment and systems for government and commercial customers worldwide.

**CONTACT:** News Corp./MCI Online Ventures

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Advertising Age; November 8, 2004



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# News Corp./MCI Online Ventures Announces Grand Opening of Online Shopping Mall; Expanded Online Shopping Allows Customers to Point, Click, and Buy.



Business Wire  
September 7, 1995

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NEW YORK and CYBERSPACE--(BUSINESS WIRE)--Sept. 7, 1995--News Corp./MCI Online Ventures today announced the Grand Opening of its expanded and redesigned online shopping venture, marketplaceMCI. More than 20 new stores are coming online -- one each week through the end of the year. Among the new tenants will be FTD florists, Foot Locker and Borders books. Daily "deals" from a featured merchant as well as regular promotions will also be available. The online shopping venture delivers these interactive at-home shops 24 hours a day, 7 days a week at:

http://www.internetmci.com/marketplace

"This expansion of our online shopping venture shows our commitment and that of our retail partners to this alternative method of purchasing products and services," said Scott Kurnit, chief executive officer and president of News Corp./MCI Online Ventures. "We've said all along that we were going to provide exciting new Internet products, services and initiatives to consumers, and we're doing just that -- now in a bigger and better way with more choices and less time at the checkout counter. Now you can just point, click and buy."

Among the new stores now open is CyberWarehouse which specializes in discount computer and home electronic products from US Robotics, Texas Instruments, Hewlett Packard, Maxtor, Sharp, RCA, Pioneer, Quasar, Hitachi, and many other famous brand manufacturers. "marketplaceMCI is able to provide us a secure and reliable Internet site that is easily accessible by the millions of people who use the Internet today," said Raymond R. Sobieski, founder and President of CyberWarehouse. "The company's expertise in communications and construction of Web sites allowed us to focus on the customer interface to provide an enjoyable, easy to use storefront."

Aetna Life & Casualty Co. has also come online with a new store. "Aetna's entry onto the Internet is designed to help people learn more about their insurance and financial planning needs. And the interactive e-mail feature provides us with valuable information about our customers' needs," said Roger Bolton, Aetna senior vice president for corporate communications.

Additional new and expanded stores include:

\* Hammacher Schlemmer & Co.

Adding 100 or more products to its store

\* OfficeMax, Inc.

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\* Radisson Hotels International, Inc.

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\* Sara Lee Hosiery/L'eggs

New store with 200 plus products

\* ... and many more

News Corp./MCI Online Ventures provides a wide range of interactive products and services including a comprehensive guide to the Internet, a variety of games, an engaging online space for children, a state-of-the-art digital newsroom, and a host of specialized programming developed jointly with News Corp. companies as well as with other non-affiliated partners.

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# MCI unveils internetMCI: new MCI-branded software, nationwide access, content and shopping services; marketplaceMCI opens with first "storefronts" for secure online shopping.



**Business Wire**  
March 27, 1995

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LAS VEGAS--(BUSINESS WIRE)--March 27, 1995--MCI today became the first company to offer consumers and businesses a full range of Internet offerings from easy-to-use software, nationwide dial-up access to the Internet, a dynamic and content-rich site on the World Wide Web ([www.internetMCI.com](http://www.internetMCI.com)) and with marketplaceMCI, the first brand-name secure electronic shopping area.

"Twenty five years ago, MCI changed the long distance world," said Scott Ross, president of MCI Business Markets. "Today we're helping to change the Internet world. Now with **internetMCI**, there is a brand name online that consumers and businesses can trust for quality service and reliability."

MCI today became the largest company to open a secure electronic shopping area. MCI selected 14 leading consumer and business marketing companies to open the first storefronts in the new marketplaceMCI. They are: Dun & Bradstreet Information Services, Hammacher Schlemmer & Company, OfficeMax, Intercontinental Florist, Damark International, PC Zone and Mac Zone, Reiter's Scientific & Professional Books, QUALCOMM Incorporated, Proxima, Inc., Reveal Computer Products, Covey, Doneckers, FTP Software, Inc., and National Wildlife Galleries, Inc. (Art Access).

"From the day we announced marketplaceMCI, small and large businesses have been beating down our doors to open their doors on the Internet," added Ross. "These organizations are true Cyber Marketing Pioneers. They have recognized the tremendous marketing opportunities of the Internet and are taking advantage of MCI's expertise in creating a web site that will open their business to millions of potential customers worldwide."

MCI said it will open the second wave of storefronts later this spring as part of its grand opening. Some of the storefronts for the grand opening include: Aetna, Amtrak, Borders Books and Music, Inc., Healthrider, Sara Lee (L'eggs and Superior Coffee), Tiger Direct, and Timberland.

MCI has implemented Netscape Communications' client and browser software and Netsite servers along with FTP Software's Internet software to construct marketplaceMCI services. Through **internetMCI**'s inclusion of industry-proven RSA Data Security's encryption technology, users can make secure online credit card shopping transactions in MCI's developing marketplace.

MCI also announced today this it has begun shipping its **internetMCI** software, an easy-to-use

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Windows package for full Internet access. MCI will offer, at no additional charge, **internetMCI** to existing networkMCI BUSINESS owners. By offering users with a comprehensive suite of communications software, networkMCI BUSINESS provides desktop e-mail, faxing, videoconferencing, whiteboard conferencing, information retrieval and complete Internet access. In addition, **internetMCI** is sold separately for \$39.95 (plus access charges).

"MCI's goal is to make traveling the Internet easy, economical and effective," said Vinton G. Cerf, MCI senior vice president of data architecture and head of MCI's Internet initiatives. "Millions of people around the world have already taken the exciting journey on the Internet but even more are still waiting to get on board. With **internetMCI**, we are opening a new site on the Internet that will evolve into a major attraction for information and shopping. In short, when people think Internet, we want them to think MCI."

#### Easy to Start and Loaded with Content

In addition to **internetMCI** software's quick and easy installation, **internetMCI** provides a unique registration method that allows users to sign onto the Internet in just a few minutes. Once users have filled in their individual information and have had their credit cards verified for billing purposes, MCI's Home Page is automatically loaded where users can point and click on **internetMCI**'s power buttons for: What's New, Directories, marketplaceMCI, Info Desk and NewsGroups. To encourage repeat visits to its Web site, MCI is frequently changing the Web site graphics.

"The Internet today is similar to the early days of television where most broadcasters were merely 'putting radio' on television with little creativity and innovation," said Ross. "MCI is in a unique position because we're helping to define the medium through our marketing message."

MCI's Power Buttons are tools that assist Internet users in accessing the information located in MCI's web site and other web sites as well:

**What's New:** A variety of free information can be accessed in this section including daily-changing news stories on a variety of interesting topics (automobiles, entertainment, sports, etc.) along with weekly summaries prepared by MCI editors. Also included is a weekly-changing list of "fresh sites" on the Internet and unique-to-MCI weekly industry expert editorial columns regarding the Internet and personal computing.

**Directories:** A wealth of free information, including national Internet directories along with Yellow and Blue Pages (government directories), can be found in this section. By simply entering in a key word, the search engines will search for items of interest to the user.

**marketplaceMCI:** Quickloading graphics and security means that users have a new and innovative way to shop online. Users can browse various merchants for product information, graphic images and pricing. Any browser software can access MCI's Home Page at "www.**internetMCI**.com" or marketplaceMCI at "marketplace.**internetMCI**.com/marketplace". However, in order to ensure secure transactions, users must have **internetMCI**, Netscape, or any other software that is compatible with Netscape's "Secure Socket Layer" encryption protocol. Any Internet user may download the secure browser portion of **internetMCI** at no charge from MCI's Home Page before making purchases in marketplaceMCI.

**Info Desk:** This part of MCI's Home Page is designed to answer users' most frequently asked questions as well as a vehicle for MCI to provide users with an enhanced level of support. At no charge, users can download advanced software drivers for viewing images and using sound on the Internet.

**NewsGroups:** In this section, also at no charge, users can view an alphabetical listing of Internet NewsGroups to find their favorite topics among thousands of NewsGroups.

#### Consultancy, E-mail and Dial-up Access

MCI also announced today that it is providing assistance to organizations who wish to have a presence within marketplaceMCI. This MCI consultancy service helps organizations set up their

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own storefronts in marketplaceMCI in order to market their goods and services to Internet users.

For sending and receiving e-mail on the Internet, **internetMCI** customers can purchase e-mailMCI separately for \$24.95 through MCI. Based on E-mail Connection, this e-mailMCI multiprotocol component allows users to create their Internet POP3 and MCI Mail messages off-line along with managing those messages through folders, key word searches and both "easy" and "power" user modes. Also, e-mailMCI users can exchange messages with any e-mail system attached to the Internet, including CompuServe, Prodigy and America Online. By automatically dialing into the Internet, e-mailMCI quickly downloads and uploads messages.

Along with **internetMCI** software, MCI is providing a full range of Internet dial-up access services at speeds up to 28.8 Kbps. Nationwide 800 dial-up service is immediately available, and local dial-up service will be available in 64 US cities by late April. For business users, MCI already offers an extensive range of dedicated access options from 56 Kbps to 45 Mbs that connects directly into MCI's national Internet Protocol (IP) network.

As a promotion, between now and June 30, 1995, **internetMCI** customers can have unlimited dial-up (local or 800) access to the Internet for only \$19.95 per month. After June 30, users will pay \$9.95 per month for the first five hours of local access and \$2.50 for each additional hour. Users who wish to dial in via MCI's 800 service will pay \$6.50 for each hour of access. As with all MCI Business Markets products, MCI's "24 by 7" customer service is available. Customers who would like more information on **internetMCI** should contact MCI at 1-800-955-5210.

MCI, headquartered in Washington, D.C., has expanded from its core long distance business to become the world's third largest carrier of international calling and a premier provider of data communications over the vast Internet computer network. With annual revenue of more than \$13.3 billion, the company today provides a wide array of consumer and business long distance and local services, data and video communications, online information, electronic mail, network management services and communications software.

**CONTACT: MCI Business Markets**

Mark Pettit/Frank J. Walter, 800-644-NEWS

[MCI\\_News\\_Bureau@MCI.com](mailto:MCI_News_Bureau@MCI.com)

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## VIWEB'S FIRST BUSINESS PLAN

I recently found what I think is Viaweb's original business plan. I didn't know what a business plan was supposed to have in it, so I just wrote down what I thought was important (in plain text, to make it easy to send by email).

The company was called "Webgen" at first. We thought we only needed \$15,000 in startup capital; this proved to be an underestimate.

Reading this, you can see that even we were still trying to grasp what a web-based application was. In the system description we listed the site generator and the web interface as separate components; now one would just think of them as a web-based site generator. And we still thought that some users would prefer to update their sites via email than via a browser, because using a web browser was such an esoteric skill.

MarketplaceMCI was the big power in e-commerce at the time. They had a service bureau model, but they created nice looking sites. Our original page design imitated theirs.

Sketch of a business plan for Webgen. 24 Aug 95.

### OVERVIEW

Webgen allows clients to generate web catalogs remotely.

There are several other companies that can generate and serve web catalogs. The best known site of this type is Marketplace MCI ([www.internetmci.com](http://www.internetmci.com)). But while these other sites use their generators in-house to build catalogs from materials provided by clients, Webgen's generator can be used interactively by anyone with a modem and a copy of Netscape.

This will lower the cost of putting a catalog online by, say, 90%. It also means that our volume is not limited by the number of clients we can serve personally. We would be a software company, not a service company.

Anyone will be able to sign up to keep a catalog at our site for a flat monthly fee. And we have made Webgen so easy to use that any graphic designer or "web consultant" can generate catalogs with it. So instead of approaching catalog companies with an offer to put their catalog on the web, we will let them do it themselves.

Suppose you are running a catalog company. Today, if you want to have an online catalog that people can order from, you have two options. You can have a company like MCI create and serve it for you, or you can set up your own

server. Both options are expensive. When our service goes online for real, you will be able to do it in-house: anyone who can use Netscape can generate catalogs at Webgen.

There are a large number of companies who would like to be able to market products on the web, if it were cheaper and easier. To our knowledge, Webgen is the \*only\* system that can tap this market.

As the market matures, we would consider spinning off a standalone catalog generator/server as a commercial product.

#### HOW BIG A DEAL IS WEBGEN?

Even assuming it succeeds, what are the prospects for Webgen? How big a role in the future of the Internet will a company like Webgen play?

The answer, perhaps surprisingly, seems to be: a very big role. Technical people and business people agree, the web is going to be important. A large part of the web's importance will come from online commerce. And Webgen could, in turn, be involved in a large part of the online commerce.

Why? Forget about Webgen for a moment, and just ask: what will the future of online commerce look like? When someone wants to sell things on the Web, how will they do it? At the moment, they can either go to a company like MCI, or set up their own server. But what will they do a year or two from now? Ten years from now?

If selling things online were like other software applications, the future of the market would be general-purpose software packages. You would eventually be able to buy a copy of Microsoft Catalog, and use that to put your catalog online.

There are a couple reasons why this is not likely to happen anytime soon. The main problem is, an online catalog is not just something that happens on your own computer, like word-processing. It has to be on a web server, with encrypted transactions, a high-bandwidth network connection, 100% uptime, security, backups, order tracking, and so on. Setting up a server is expensive and difficult. On the East coast, the network connection alone costs about \$2000/mo.

So the next best solution is to have a general-purpose catalog generator, but have someone else handle the server part. \*And that's exactly what Webgen is.\* Webgen is Microsoft Catalog, or as close as anything's going to get. Don't be led astray by the fact that the software is going to run on our machines. With networks, it no longer matters whether the program you're using is running on your own computer or not. Using Webgen will be just like using any off-the-shelf software package, except that users won't have to install anything.

What's more, our software will "run" on everyone's



machine, updates will be free and instant, and the interface will be one the users already know (Netscape).

The idea behind Webgen is a lot like the one that made Kodak. Before Kodak came along, if you took a photo, you had to develop it. If an ordinary person wanted to have his photo taken, he went to a photographer's studio, just as you might go to MCI to put your catalog online today.

Eastman sold a camera everyone could use, plus the promise to handle the messy, capital-intensive part---developing the film.

We sell a catalog generator everyone can use, plus the promise to handle the messy, capital-intensive part---serving the pages.

Of course, really high-end customers will want to set up their own servers, just as high-end photography customers develop their own photos. We would not rule out setting up clones of Webgen for them. But we believe that we will be more successful if we think of ourselves as selling a product rather than a service. Webgen could be the Kodak of online commerce. Someone will be.

#### THE SYSTEM

Webgen's formula has three ingredients:

1. A server ([www.webgen.com](http://www.webgen.com)) that can serve catalogs and support ordering.
2. A generator that can generate catalogs to be served at the site.
3. An interface that allows users anywhere on the web to modify and regenerate their catalogs interactively.

The site is already up and running, though at present the only catalog on the server is one that we made for demos. All three ingredients already work. (The demo catalog can be seen by following the "Clients" link on our home page, which is at <http://www.webgen.com>)

We are now polishing the software to make it faster and easier to use, but we believe it is already the most sophisticated web catalog generator available. Webgen can do several things that we do not believe any other generator can do:

1. The big win, of course, is the interactive interface. It is this that makes it possible for Webgen to be a software company that sells its generator to everyone, instead of service company that uses it in-house.

But even compared to the generators that companies like MCI use in-house, we believe Webgen is more sophisticated:

2. Webgen generates all the buttons in a site automatically. Sophisticated web sites have buttons that are images instead of text links. Usually these button images are made by hand in a program like Photoshop. We

believe our generator is the first to create all the buttons in a site automatically.

This is a great advantage to users, because it means they will be able to control even the way the buttons in their site look via our remote interface. For example, if they want the text in buttons to be in Times instead of Helvetica (the default), they will be able to do this with a single menu choice on our remote interface. The next time they look at their site, all the button texts will be in Times.

3. Webgen creates all the thumbnail images itself. The user only has to supply the original (big) images of the items in the catalog. Because the thumbnails are generated by the software, they can all be the same height, leading to a more consistent set of pages. (Compare our demo to existing online catalogs in this respect.)

4. Webgen has a wide variety of page styles. Our default section style, for example, puts three thumbnails horizontally across each page. But there are already six other possible section styles. By making menu choices, clients will be able to have the section laid out instead with a single picture and lettered items, or with with thumbnails laid out vertically, or even diagonally. There will be a comparable number of options for the layout of the individual item pages and the home page.

5. For each catalog, Webgen builds an index and creates a database that is used by a search script running on our server. Users will be able to find items in any catalog at our site either by looking in the index or doing a search by keyword.

6. As well as an interactive interface, Webgen has a command language for batch updates to catalogs. Commands can be sent to the server by email and the catalogs regenerated automatically. This will be useful for clients who want to "attach" their catalog to an inventory control system. Because it takes only a minute or two at most to regenerate a large catalog, clients could make their online catalogs reflect minute-by-minute changes in inventory--- as simply as sending us email, and at no extra cost.

#### HOW PEOPLE WILL USE IT

We expect that we will have two kinds of users:

(A) Sometimes the user will be the catalog company itself. Webgen is so easy to use that a catalog company could very well designate someone in-house to manage their online catalog.

(B) Otherwise the user will be one of the growing army of "web consultants", acting on behalf of a catalog company. The consultant will pass on, and mark up, the flat fee that we charge. We expect that such VARs will work aggressively to sell the service to catalog companies. With Webgen, any web consultant will be able to approach a catalog company and propose to put its catalog online for

much less than the current going rate, and still pocket a large markup.

In either case, using Webgen will be the same:

1. The client will contact us and set up a new account. We will assign them a username and a password, and also register a new domain name, if they want one. Every catalog on our site will be able to have its own direct URL of the form

<http://www.yourcompany.com>

if the client desires.

2. To build a catalog, Webgen needs two things: images of the items contained in it, and text including the price, item number, description, and so on.

There will be several ways for the user to send us these raw materials. They can type the text directly into our remote interface, or they can send it to our server by email in a prespecified format.

They will be able to send us the images by logging into their account on our server and FTPing them to a designated directory, from which the generator will grab them automatically. (Any connection good enough for netscape can also support FTP.) When browsers support email with attached images (which they promise to do soon) sending images to Webgen will be trivial.

3. After Webgen's server receives input through its remote interface, or via email, it will automatically regenerate the changed portions of the catalog. Changes will be visible to the user via Netscape, usually within seconds.

4. When the user has made and inspected changes to a catalog, he or she will send the server a "commit" message, causing the changed catalog to be copied to its real URL. At this point the catalog will become visible to consumers visiting the site.

For security, the commit command will use one-time passwords. This way, even if someone gets the ordinary password of a user, they can't modify the catalog that actually appears at the site.

5. Clients that have a high-volume of orders will be given an account on our server that they can use to retrieve them. If they want, they can keep this connection open 24 hours per day, generating a live feed of orders.

Smaller clients will have orders forwarded to them by fax---an attractive alternative, because it is secure and uses familiar technology.

#### DETAILS

The flat fee would include a certain amount of network bandwidth (that is, visitors) per month. After this is exceeded, there may be a usage charge.

Netscape has recently announced that it will support Java. This may eventually allow us to shift some of the running of the generator onto the clients' CPUs.

#### PEOPLE

At the moment, Webgen consists of the following four people:

Paul Graham (pg@webgen.com) is an expert on dynamic languages. He is the author of On Lisp (Prentice Hall, 1993) and ANSI Common Lisp (Prentice Hall, 1995). He has worked as a consultant to the US Department of Energy, DuPont (for whom he wrote one of the first parametric CAD programs), and Interleaf. He has an AB summa cum laude from Cornell, and a PhD in Computer Science from Harvard.

Gino Lee (gino@webgen.com) is Tutor in Printing and Typography at Harvard University and is Director of the Bow & Arrow Press, Harvard's experimental typographic workshop; he teaches subjects including letterpress printing, design history, digital type design, and artist's books. He has been an independent digital type and graphic designer since 1989. In 1990 he won the Society of Printers' Award for Excellence.

Robert Morris (rtm@webgen.com) is an expert on computer networks. He has published papers on high-speed networks, wireless communications, and computer security. While in high school he worked at Bell Labs, where he ported TCP/IP (the software on which the Internet is built) to Bell Labs' version of Unix. He later worked for Convex Computers, Thinking Machines, and DEC Systems Research Center. He has an AB in Computer Science from Harvard, and is currently a PhD candidate in Computer Science there.

Julian Weber (jlw@webgen.com) has been practicing law in New York for over 30 years. From 1964 to 1979 he was a partner in the firm of Botein, Hays, and Sklar. From 1979 to 1984 he was the president of The National Lampoon. He holds a JD from Harvard Law School.

Robert and Paul handle the software; Gino is in charge of graphic design; and Julian deals with corporate and legal questions. We are looking for one more person to manage business matters, especially dealing with the press, clients, and potential corporate partners.

#### FINANCES

Webgen has no capital. On the other hand, it costs very little to run it, at present. All our equipment is the personal property of the people involved, and the business has no other major expenses. No one has a salary.

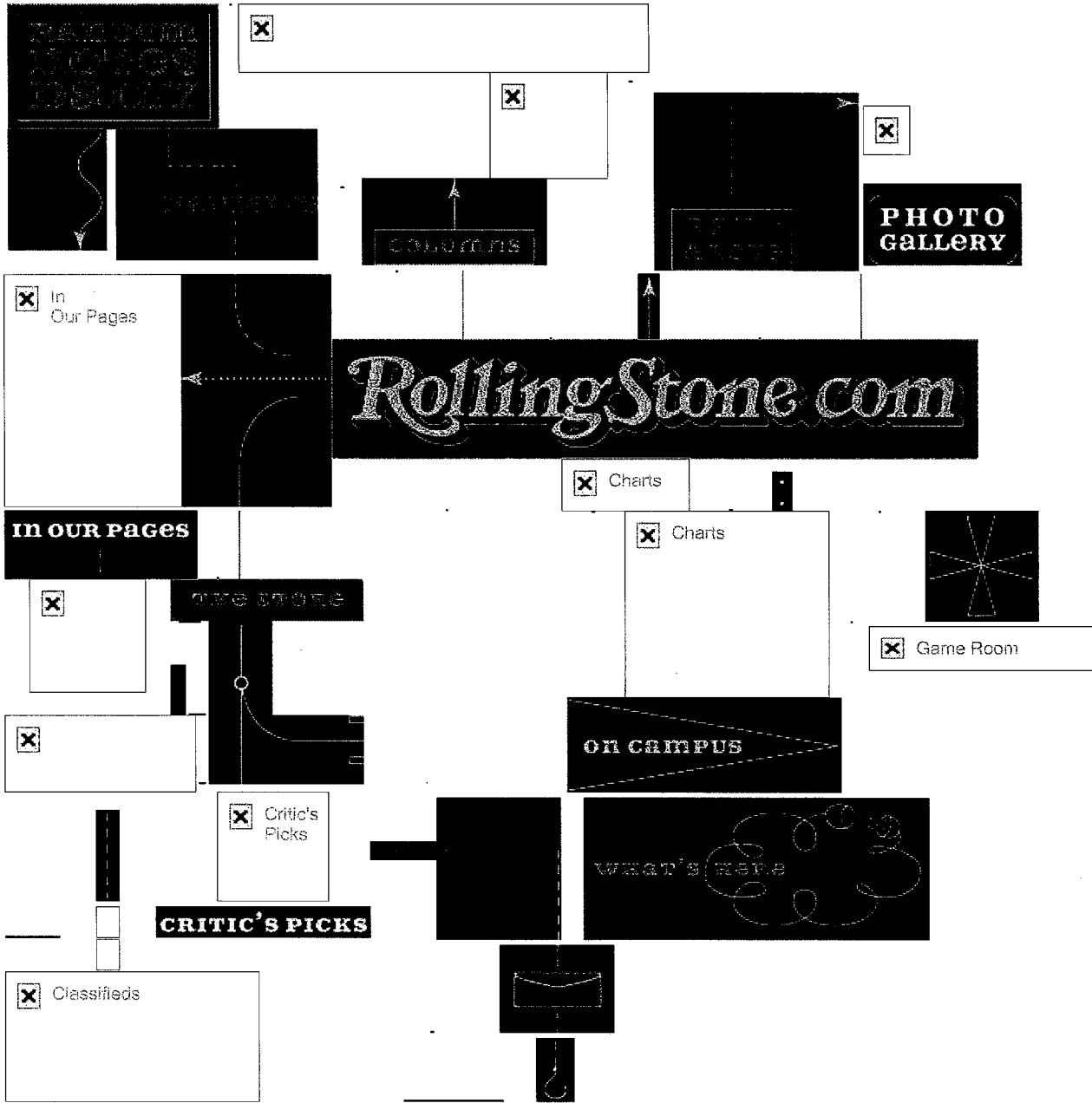
The company could be self-capitalizing, if necessary. That is, we could use income from initial clients to buy things that we could use to attract more clients.

The business would grow a lot faster if we had about \$15,000 to spend. This would get us:

1. A computer on which to develop software (\$3000).
2. Secure server software (\$5000). This does not seem to be an absolute necessity; there are a lot of sites on the web where you can send your credit card number unencrypted, and to date there have been no reports of the numbers being stolen. But catalog companies may \*believe\* that a secure link is necessary, and spending this \$5000 would give Webgen a much more professional look.
3. A high-bandwidth Internet connection (\$3000 + \$350/month). At present Webgen has only a 28.8kb connection. This will serve in the initial stages, when we have few clients. For \$350 a month we can put a server at the site of an ISP and get a slice of their T1 line. This also means buying another server, which costs another \$3000.

Spending some money on advertising might also be a good idea.

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Hard to Handle - The Black Crowes.



## Shopping Carts for Small Sites

by Dr. Ralph F. Wilson

*Web Commerce Today*, Issue 6, January 15, 1998

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This article contains older information. Go here for newer information on [shopping carts and transactions](#).

Small stores often can't afford all the bells and whistles of a full-blown store-building program. Here are some low-cost alternatives that will help you with shopping cart features that your customers will appreciate.

### Store-Building Software

The market is now being flooded with some very good store-building software for low prices. A couple of the best have been around long enough to mature:

- **ShopSite Manager 3.2** is \$495 plus hosting for the first year is under \$1,000, that is, if you set it up yourself. ShopSite offers a great deal of flexibility for different kinds of stores. While you can conceivably set up any number of products, we feel that at 200 the merchant's set-up screens are getting pretty cluttered, though from the customer's view there is no problem. [Read our review](#).
- **Viaweb 4.0** is \$100 per month for up to 50 products, including hosting. It requires no installation, since Viaweb hosts the sites, and a person with basic skills can prepare it to sell products using only a Web browser. Viaweb provides excellent software support for a first class store and has received top reviews, including *PC Magazine's* Editor's Choice. Viaweb also offers the ability to do real-time credit card processing for an extra charge.

If you already have a website, you could set-up either ShopSite Manger or Viaweb and link to it for your existing site as your shopping center.

### Cartservers

But if your projected sales are pretty low or you just have a few products, you have another option: cartserver systems which host the shopping cart and e-mail you the orders.

- **Americart Shopping Cart Service** provides a shopping cart, secure server, and digital certificate for only \$249 per year. You may try it for up to 60 days for no charge, if you like. The system offers a sophisticated set-up screen for the cart including ways to customize the screen with your logo, calculate tax, calculate shipping, and check for an order under the minimum you set. While it does not do real-time credit card authorization, it does check the numbers of the credit card to make sure it conforms to a valid credit card number algorithm. You are e-mailed the order except for the last 6 digits of the credit card number. The final digits of the card number can be picked up from a password protected area. Another option is to have orders faxed to you, requiring an account with another company for 15 cents per page.
- **The Internet Shopping Cart Server** is apparently the pioneer service of this type, developed by James Cloud. They charge \$120 for six months, though it doesn't seem quite as advanced as the Americart system and doesn't offer secure order retrieval.

Two Web stores we talked to who are using this type of product seemed to like it. David Sabot of Dave's Humidors has used Americart for a couple of months and has run 200 orders through it without any problems. Karl Dahlin and Phil Nebe of HLC of Virginia set up Americart about seven months ago on their client's site, Teach N Things Online, and have found it works well. Americart automatically sends an e-mail to a fax service,

which faxes (for about 15 cents and order plus long distance charges, if any) the order to the storeowner. The storeowner then logs on with a username and password to get the last six digits of the credit card number so no security is compromised.

The disadvantage of this solution is that it requires HTML skill to make changes and updates. There is no Web browser-administered back office like ShopSite Manager or Viaweb have. But the price is excellent for those who have HTML skills to maintain it, or have their developers who can make needed changes.

A variation on this is **Anacom Merchant Services' WebCart**, which adds the ability to do real-time credit card processing as part of the service (Anacom's core business) for \$79.95 per month. Their WebCart without real-time processing is \$69.95 per month and includes a product search feature. Each option requires a set-up charge.

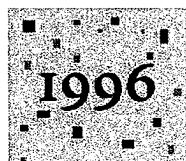
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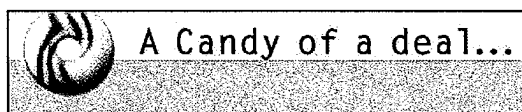
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ShopSite Marketplace is a showcase of over 150 stores that use ShopSite Manager software



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## features

### **Cross-platform Usability**

It doesn't matter if you use a Macintosh, Windows 3.1, Windows 95, WindowsNT, or UNIX. ShopSite works from the Internet, so all you need is a browser.

### **Remote Merchant Management**

You can check orders, access and maintain your store from anywhere on the Internet. Keep-in-touch with your business from anywhere in the world, as easily as if you were at home.

### **24-hour Editing**

You don't have to wait until 9:00am Monday to implement an idea you have at midnight Friday. ShopSite is available 24 hours a day, 365 days a year.

### **No HTML Necessary**

You can create a fully-functional, professional-looking store easily with ShopSite . Using our SmartText technology, ShopSite can automatically add HTML for you, if you wish. Of course, you can always add HTML tags when and where you want as easily as adding normal text.

### **Built-in Templates**

Create an entire site easily using our pre-built templates. You can have a professionally designed site which meets your business needs without ever programming a line of HTML.

### **Virtually Unlimited Pages/Products/Graphics**

Present as much information as you need with ShopSite . There is virtually no limit to the number of products you can have in your store.

### **Shopping Basket**

Shoppers can choose one or many products to purchase and pay for them online. Customers will choose quantity, specify options (size, color, etc.), and enter billing information all online.

### **Customizable Payment, Shipping, and Tax Options**

You can configure your online store to match your business abilities and needs: whether to accept credit cards, checks, or

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purchase orders; to charge shipping by weight, volume, or flat rate; tax rates for your city, state, region, or nation.

**Email Notification of Orders**

As soon as an order is placed, you are instantly notified via email. The email contains only non-secure information -- the customer is protected and you will always have the customer's trust when they see the ShopSite logo.

**Automatic Receipt Email to Customers**

Customers can have a physical receipt of their order -- just like with any business -- as it is emailed automatically to them.

**Exportable Sales Data**

Bookkeeping is simplified with exportable sales data. You can use the customizable downloadable reports for all your administrative needs.

**Statistics (hosts, accesses, sales)**

This basic set of tools will allow you to see at-a-glance how well you're site is doing -- easily tracking trends and adapting your site effectively.

**Media Library Manager**

It is easy to manipulate files in a media library in our library manager. It allows you to view (or see, or download), delete, or manipulate files. The Media Library Manager makes maintaining a beautiful, complex site easy.

**Security**

Sensitive data, like credit card numbers, are encrypted and protected for both you and your customer's safety. Data is passed over a Secure Socket Layer (SSL) and saved on a secure page (in Netscape Navigator and Microsoft Internet Explorer browsers).

**Free Support**

Our support staff will answer your phone calls, email, faxes, or mailbombs quickly and individually. Since we're not successful if you're not successful, we'll go the second mile to help you out. You might not ever need the help, but it's nice to have it when you do.

**Unlimited Visitors**

Your site getting popular? Lots of people showing up to knock at your door? Phones ringing off the hook and email box crammed with orders? Good! And you'll hear nothing but praise from us. We won't penalize you for your good looks or popularity; bring 'em on, our T3 can handle 'em.

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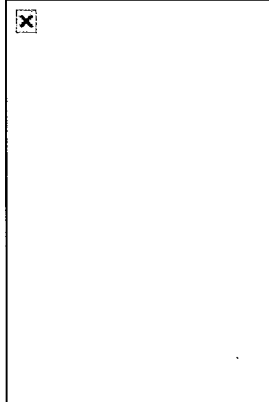
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At Aardvark Cycles we strive to offer the best mountain bike components and accessories at the lowest possible prices. We're different from the other mail order outfits and bike catalogs because we personally recommend every item we sell. We don't try to offer every item under the sun.

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just because we think we might sell it. We respect you more than that. We don't sell junk. We sell the stuff that we put on our bike (and the stuff we wish we could put on our bikes). We are a new business, so we are constantly expanding our product offering. We welcome your suggestions and if you recommend a bicycle component or accessory that we eventually decide to carry, we'll give you a 10% discount on it. We have weekly specials on our hottest components at substantial savings. We offer the finest items from Kooka Komponenten, Salsa, Ringle, Caramba, Machine Tech, Dia Compe, Sachs, Shimano, LP composites, Wound Up, Nuke Proof, Yeti, Ritchey, Curve, Cronometro, Craig, Pedro's, Camelbak, Control Tech, Paul, Avid, TWP, Lizard Skins, Race Face, Mountain Speed, Hershey Racing, ODI, Vetta, Styff Shock Bone, X-IT Designs, Marzocchi, Halson Designs, Rock Shox, Manitou, White Industries, White Brothers. We offer many Components and Accessories, such as: cranks, bottom brackets, chain rings, bars, bar ends, grips, saddles, seatposts, stems, headsets, clipless pedals, cleats, chains, lube, repair kits, derailleurs, cassettes, shifting accessories like the bassworm and the rollanajig, tires, wheels, hubs, spokes, tubes, suspension accessories like springs, risse gem cartridges, and fork braces, and suspension forks, brakes of all kinds including the new V-brakes and hydraulic, Brake levers, hubs, skewers, shifters, tools, hydration packs like camelbak, lizard skins, bike magazines, and assorted other parts. Keep an eye out for items in the future from Continental, Pearl Izumi, Duegi, Rhode Gear, Blackburn, Scott, and many others. So if you ride a bike from Trek, Specialized, Gary Fisher, Giant, GT, Scott, Schwinn, Dean, Living Extreme, Yeti, or any other brand, check out Aardvark.

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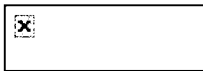
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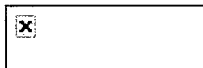
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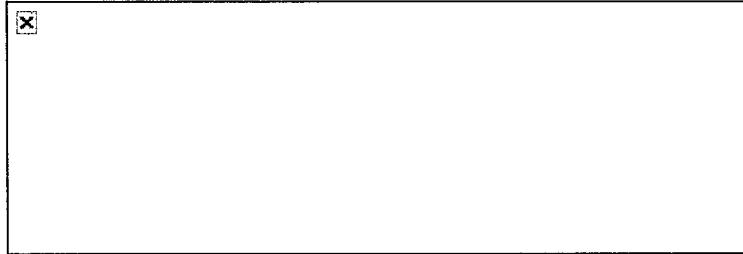
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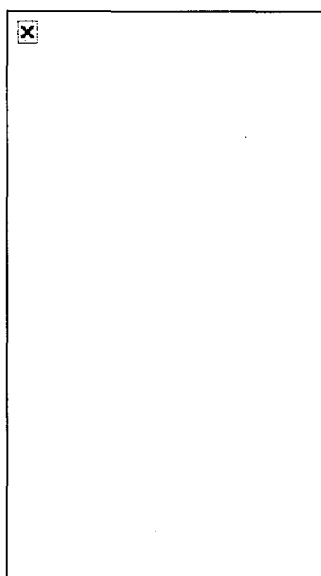
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**Corporate Buyers - Please Read**

How much time have you spent trying to figure out the perfect marketing tool? Or the perfect gift. I know I have spent hours. A good marketing tool or gift must be liked by the person who is on the receiving end. It must be of good quality and must be unique. Ideally, it will be a custom piece and it must have lasting appeal. Well, we have got it!

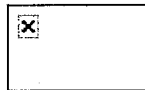
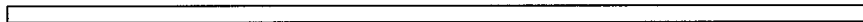
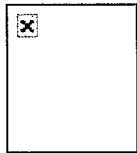
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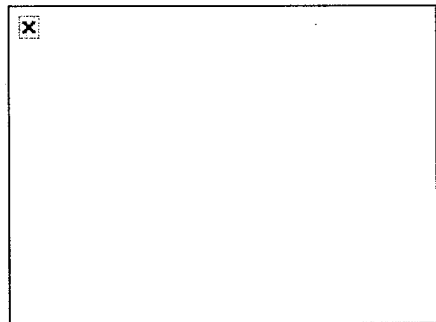
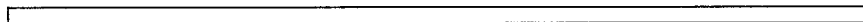
For a complete list of the teams and drivers, click on the following link, ([Team and Race Car Driver List](#)) and simply choose which ones you want. Then, after you have picked the teams and/or drivers you want, all you have to do is simply send us an e-mail by clicking on our name, [AlphaExpress](#), telling us what teams or drivers, what you want the scoreboards to say. Or call us on our toll free number, 888/USA-0545, or 312/631-0104 or by fax, 312/631-0384. Just send us the specifications and we will get back to you with the pricing as quickly as possible.

But you know what the best part is? Imagine giving a gift that your customer or employee will REALLY LIKE and hang on the wall of their office or their home for years to come - and it has YOUR name on it? That by itself is worth its weight in gold. You can spend a lot more, and get a lot less somewhere else. I know I have over the years.

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DFNDT 0005133







INTERNET ARCHIVE <http://www.shopsite.com/yucca/aisle5.html>

9 captures  
10 Jan 97 - 15 Dec 01

DEC JAN FEB   
1996 1997 1999

# Birdwatching

Choose a preassembled gift pack that will suit every birdwatcher.

## Birdwatcher 1

**\$99.99**

Audobon Sunflower birdfeeder, National Geographic Guide to Birds of North America, Birder's Journal, Celestron Mini-Binocular (8x21).

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[\[Walking\]](#) [\[Watersports\]](#) [\[Seasons Greetings\]](#)

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| INTERNET ARCHIVE<br><b>Wayback Machine</b><br>BY ICA | http://www.shopsite.com/yucca/aisle1.html | Go | DEC JAN DEC <a href="#">Close</a>   |
| <b>34 captures</b>                                   |   |    | <b>10</b>                           |
| 10 Jan 97 - 28 Aug 08                                |   |    | 1996 1997 1998 <a href="#">Help</a> |

## Camping

Choose from 2 gift boxes, each with a unique and essential collection of camping stuff.

### Camper 1

**\$39.99**

Film-can shaker lids, Stainless Steel cutlery, Plastic match box, Victorinox Classic knife, Personal First Aid Kit, ATC Camper's towel, "No Rinse" soap/shampoo minipack, Cliff Bar (specify flavor), Cogh Tent Peg Mallet.

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### Camper 2

**\$28.99**

Film-can shaker lids, Stainless Steel folding cup, Mountaineer cutlery, Plastic match box, Personal First Aid Kit, ATC Camper's towel, "No Rinse" soap/shampoo minipack.

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### Cliff Bar Sampler 1

**\$5.99**

A package of 4 Cliff Bars, the best tasting energy supplement on the market!

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DFNDT 0005137

INTERNET ARCHIVE <http://www.shopsite.com/yucca/aisle7.html>

35 captures  
10 Jan 97 - 7 Oct 08

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1996 1997 1998

# Climbing

Just the essentials.

## Climber 1

**\$89.99**

A gift-package for the climber with everything. Digital Gravity screensaver, Spyderco Snap-it folding knife, Omega Accessory Biner (1), Versa Link mini-ring (1), Chums Floater eyewear retainer, Gatorade Relode glucose gel (5 .75 oz packets), Hands-Free Combo headlamp. (Gift wrapped in brown, earth-tone paper and our signature green ribbon).

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### Rivory Joanny Vertige Dry 10.5 x 60 m

**\$170.95**

Braided-core eliminates sheath-creep and handles like a dream. Three-step dry treatment outlasts all others.

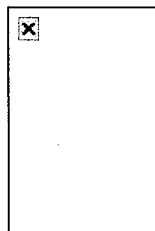
[\[Order\]](#) [\[Checkout\]](#)

## Charlet Moser Pulsar bent-shaft, hammer or axe

**\$225.00**

Adjustable counter weight on head, field-servicable pick, and the best wrist loop tensioner available - our pick for vertical ice. Color: bright yellow shaft with black rubber grip.

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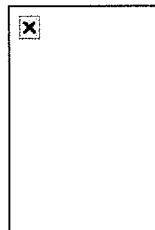


### Trango Lightweight straight gate

**\$7.50**

Deep well but thin profile and light weight saves volume and weight - with no loss in strength. 40 gm, Major Axis: 22 kN, Gate Open: 7 kN, Minor Axis: 7 kN.

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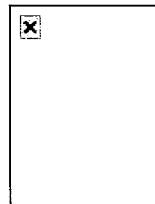


### Trango Lightweight bent gate

**\$7.75**

Same as for the straight gate

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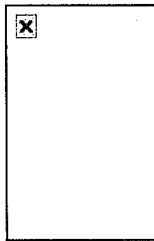
### Trango HMS screwlock

**\$10.95**

Forged body for thinner profile and increased strength; gate-lock collar for tool-free unlock. 88 gm, Major Axis: 22 kN, Gate Open: 9 kN, Minor Axis: 9 kN.

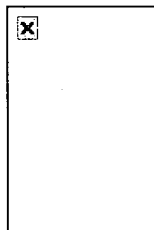
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DFNDT 0005138

**Trango HMS Safetyloc****\$16.95**

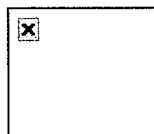
Double action collar almost eliminates the chance of accidental opening. 102 gm, Major Axis: 22 kN, Gate open: 9 kN, Minor Axis: 7 kN.

[\[Order\]](#) [\[Checkout\]](#)

**Trango HMS mini-screwlock****\$10.95**

Sized to make a good match for Jaws, the Pyramid or the Glacier Pulley. 40 gm, Major Axis 22 kN, Gate open: 9 kN, Minor Axis: 7 kN.

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**Trango Vertical harness****\$42.50**

The best selling harness is even better with more comfortable and droppable leg loops, tapered waistbelt, full padding throughout, 4 gear loops, and elastic risers. Size: XS-XXL. 362 gm.

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**Trango 24" sling****\$4.85**

Ultratape construction combines the strength and weight benefits of Spectra webbing with the knotability of nylon. Tests to 6,000 lbf consistently

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**Trango 48" sling****\$9.00**

Ultratape construction combines the strength and weight benefits of Spectra webbing with the knotability of nylon. Tests to 6,000 lbf consistently

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**Charlet Moser Grade 8, monopoint crampon****\$198.95**

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DFNDT 0005139



DFNDT 0005140

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This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Maria A. Pallante*

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 For a Literary Work  
 UNITED STATES COPYRIGHT OFFICE

REC

TX 4-868-255



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OCT 13 1998

Month Day Year

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MAKING MONEY IN CYBERSPACE

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PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

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NAME OF AUTHOR ▼

a Paul Edwards

DATES OF BIRTH AND DEATH  
 Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?  
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 No

AUTHOR'S NATIONALITY OR DOMICILE

OR { Citizen of ▶ USA  
 Domiciled in ▶

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Anonymous?  Yes  No  
 Pseudonymous?  Yes  No

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Co-author of text

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b Sarah Edwards

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 Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE

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Anonymous?  Yes  No  
 Pseudonymous?  Yes  No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

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 Year Born ▼ Year Died ▼

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 No

AUTHOR'S NATIONALITY OR DOMICILE

OR { Citizen of ▶ USA  
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 If the answer to either of these questions is "Yes," see detailed instructions.

Anonymous?  Yes  No  
 Pseudonymous?  Yes  No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

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YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

1998

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

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USA

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Paul and Sarah Edwards and Linda Rohrbough  
 c/o Penguin Putnam Inc.  
 375 Hudson Street  
 New York, N.Y. 10014

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OCT 13 1998

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OCT 13 1998

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MORE ON BACK ▶ • Complete all applicable spaces (numbers 5-11) on the reverse side of this page.  
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Page 1 of 2 pages

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  - c.  This is a changed version of the work, as shown by space 6 on this application.
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5

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a. **Preexisting Material** Identify any preexisting work or works that this work is based on or incorporates. ▼

b. **Material Added to This Work** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

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Name ▼ Penguin Putnam Inc. Account Number ▼ DA 018074

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Theresa Lynch c/o Penguin Putnam Inc.  
375 Hudson Street

New York, N.Y. 10014

Area Code and Telephone Number ▶ (212) 366-2382

Be sure to give your daytime phone number

**CERTIFICATION\*** I, the undersigned, hereby certify that I am the

Check only one ▶

- author
- other copyright claimant
- owner of exclusive right(s) Paul and Sarah Edwards and
- authorized agent of Linda Rohrbough

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

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**Typed or printed name and date** ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Theresa Lynch

Date ▶ October 2, 1998

Handwritten signature (X) ▼

*Theresa Lynch*

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Certificate will be mailed in window envelope

|                     |                                       |       |  |
|---------------------|---------------------------------------|-------|--|
| Name ▼              | Theresa Lynch c/o Penguin Putnam Inc. |       |  |
| Number/Street/Apt ▼ | 375 Hudson Street                     |       |  |
| City/State/ZIP ▼    | New York, N.Y.                        | 10014 |  |

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# RTML

From Wikipedia, the free encyclopedia

**RTML** is a proprietary programming language used exclusively by Yahoo!'s **Yahoo! Store** and **Yahoo! Site** web hosting services.

## Contents

- 1 History
- 2 Language
- 3 Abbreviation
- 4 References
- 5 External links

## History

The language originated at Viaweb, a company founded in 1995 by Paul Graham and Robert T. Morris, as the template language for their e-commerce platform. RTML stands for "Robert T. Morris Language". The RTML editor was offered as an option for customers (usually small businesses) who wanted to customize their online stores more than the built-in templates allowed. The built-in templates were also written in RTML, and provided the starting point for most people who used the language.

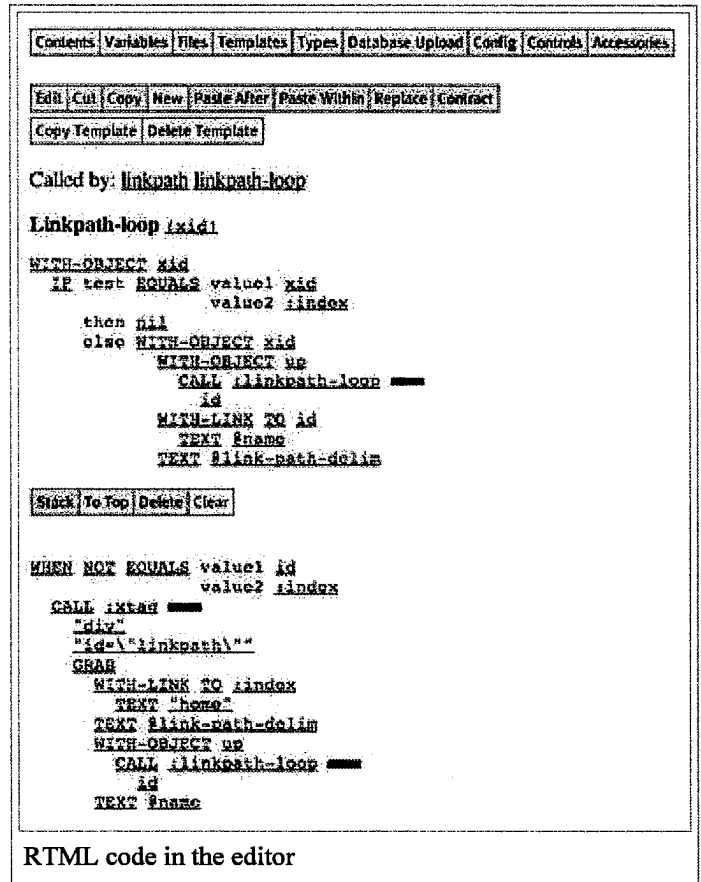
In 1998, Yahoo! bought Viaweb for \$49.6 million and renamed the service **Yahoo! Store**. Yahoo! later offered the RTML-based content management system in a hosting platform without a shopping cart, under the name **Yahoo! Site**.<sup>[1]</sup>

In 2003, Yahoo! renamed the **Yahoo! Store** service **Yahoo! Merchant Solutions** (part of **Yahoo! Small Business**), and at the same time began offering new customers the choice of a more standard PHP/MySQL web hosting environment instead of the RTML-based Store Editor. As of 2006, many new Yahoo! Merchant Solutions sites and legacy Yahoo! Stores continue to be built using the Store Editor and RTML.

## Language

Although Yahoo!'s documentation does not mention it, RTML is actually implemented on top of a Lisp-based system. The language is somewhat unique in that the programmer cannot edit the source code directly as text. Instead, keywords are presented as hyperlinks in a browser-based HTML interface. Clicking on a keyword selects it, and its attributes can be edited. Blocks of code can be pushed and popped from a clipboard, using the stack metaphor. The editor maintains the code's s-expression structure automatically, and visually represents it in the web interface using indentation instead of Lisp's parentheses. Most of the keywords correspond to HTML elements, but there are also conditionals, recursion, and other control flow features that make it a "real" programming language.

RTML templates are evaluated dynamically for each pageview during editing, but for the live site a "publish" process generates static HTML files from them.



## Abbreviation

Yahoo!'s documentation used to say that RTML was an acronym for "Real Time Markup Language," but Graham admitted that "we made up various explanations for what RTML was supposed to stand for, but actually I named it after Robert Morris, the other founder of Viaweb, whose username is rtm." <sup>[2]</sup>

## References

- <sup>^</sup> <http://site.yahoo.com/>
- <sup>^</sup> "Lisp in Web-Based Applications" (<http://lib.store.yahoo.net/lib/paulgraham/bbnexcerpts.txt>) .  
<http://lib.store.yahoo.net/lib/paulgraham/bbnexcerpts.txt>.

## External links

- Yahoo!'s own RTML Reference (<http://shop.store.yahoo.com/vw/rtml.html>)
- Yahoo! Merchant Solutions Developer Network (<http://developernetwork.store.yahoo.com>) - Yahoo's Directory of Merchant Solutions Developers
- Yahoo! Merchant Solutions Developer (<http://developer.yahoo.com/stores/index.html>) site
- Lisp in Web-Based Applications (<http://paulgraham.com/lwba.html>) - transcript of a talk by Paul Graham that mentions RTML
- RTML Garage (<http://www.nbdc.net/isiposs/rtml/RTMLGarage.asp>) - a forum about RTML
- RTML section of YourStoreForums.com (<http://www.yourstoreforums.com/forumdisplay.php?f=13>) - a forum for Yahoo store owners with a dedicated RTML section
- RTML section of eBiz Insider Magazine's RTML Section (<http://forum.ebizinsider.com/rtml-questions>) - a forum for Yahoo store owners with a dedicated RTML section

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Categories:   Domain-specific programming languages | Yahoo!

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# The Digital River **REVIEW**

## February 1998

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**911 Line:**  
**612-660-9961**

Call this pager only to notify us of verified server outages. Our on-call technical support staff will get back to you within 15 minutes.

---

**Customer Service:**  
**1-800-656-5426,**  
service@digitalriver.com or  
webmaster@digitalriver.com.


All of these go to our Customer Service staff who are trained to handle end-user ordering, downloading and installation questions. Forward all customer questions, problems, refunds, etc. to these numbers or e-mail addresses, and our staff will respond within 24 hours.

### Digital River: Plumbing the Web

I have come to realize that this business is difficult to comprehend for most people of non-technical persuasion. Electronic Software Distribution is still new to many, even in our industry. Sure, shareware developers have been downloading files to their prospects years before GUI based Internet browsers even existed. Nevertheless, I have found it helpful to come up with some real-world metaphors that help me explain our business model.

You can look at Digital River as the "plumbers" behind the scene at your web site. Our seamless interface sits behind your web site and delivers the product to end-users. Like plumbing, when it works, you take it for granted. Every time you turn on the faucet, you expect water to come out, so you want to make sure you hire the right plumber to guarantee that your pipes are watertight and corrosion free. Often, in fact, you just want to make sure the water is flowing.

Similarly, at Digital River, we use our proprietary technology, and expertise in this industry to make sure your software pump is always running and your \$\$\$\$ are always flowing. Our hard work and commitment to serving your needs backs that up. You could say that we're the ones wearing tool belts, who don't mind getting messy, plugging leaks, or just hooking up more pipe if its necessary to keep the water flowing freely. We're experts at electronic software distribution; it's all we do, and we do it well. You have partnered with the right company for Internet software distribution. As tough and messy as this job can be, we actually like plumbing -- and we're good at it too.



Chip House  
Senior Marketing Manager

### In This Issue:

- Cable and ADSL Battle for Bandwidth
- Search Engine Secret Weapon
- High Impact Web Design
- Business Resources on the Net



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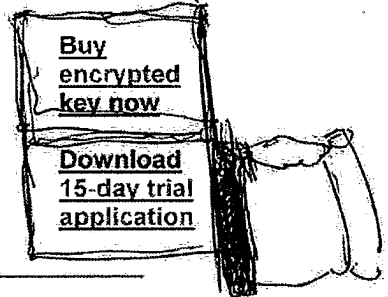
- Home
- Site Map
- Info Desk
- Security
- Create an Account
- View Shopping Basket

| Product Title | Platform | Price | Upgrade S/N |
|---------------|----------|-------|-------------|
|---------------|----------|-------|-------------|

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for LINUX  
**WordPerfect® 7**  
[product info](#)

*Linux*  
Windows®  
95  
Windows  
NT®

\$85.00  
USD



Delivery Method : Downloadable

Corel® WordPerfect® Suite  
8.0



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Windows  
NT®

\$299.99  
USD

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*hard code to v2  
single page order screen?*

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Corel® WordPerfect® Suite  
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Windows  
NT®

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6.2 Upgrade  
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3.1x  
Windows® \$299.99  
95 USD  
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Delivery Method : Physical Shipment

Corel® Office Professional

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7 Medical Ed. UPG  
on CD-ROM



Windows®  
3.1x  
Windows®  
95  
Windows  
NT®

\$199.99  
USD

Information

Upgrading From  
(Product Name)

Serial # Required

*Add  
to  
Basket*

Delivery Method : Physical Shipment

---

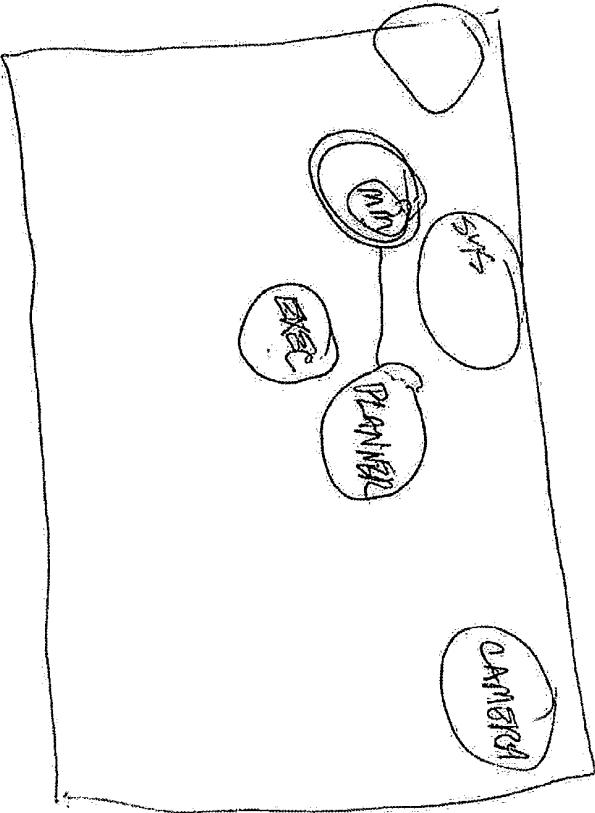
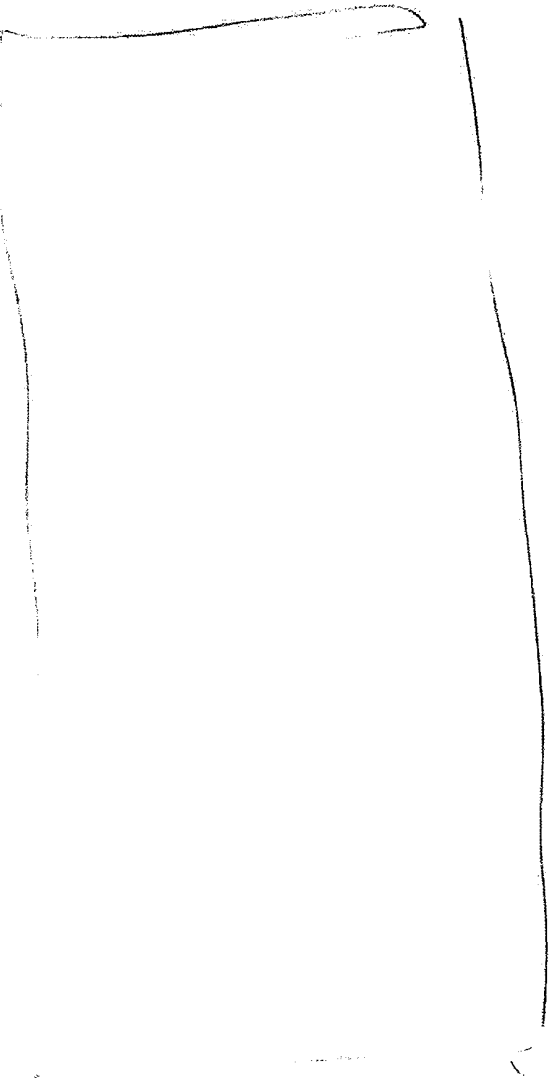
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128

32 MB RAM

20 MHz Proc

**ATTENTION!**  
**PRINT-DRIVER**  
**DISCOUNT**  
**X 8427**

Shopping Basket



**Corel**  
**Shopping**  
**Basket**



https://www3.digitalriver.com/cgi-bin/Ta...=512812&\_UserReference=AD442327AA6CE85

The Shopping Basket is a temporary location in which you may store your selections before you make a purchase. If you have not purchased your selections within one hour, or if you disconnect from your browser, the Shopping Basket will expire. To remove a selection, simply click in the delete column, and the item will be removed.

Remove from basket

| Deleted                                 | Product Number | Description   | Delivery     | Price   |
|---|----------------|---|--------------|---------|
| <input checked="" type="checkbox"/>     | CAP-6009-A1    | Print House Magic™ Deluxe - Print House Magic™ Deluxe | Fed-Ex       | 45.99   |
| <input checked="" type="checkbox"/>     | CIS-6009-A1    | CorelXARA™ 2.0 - Corel Internet Store                 | Downloadable | 149.99  |
| <input checked="" type="checkbox"/>     | CMC-6009-A1    | CorelDRAW 8 - CorelDRAW™ 8                            | Fed-Ex       | 459.99  |
| <input checked="" type="checkbox"/>     | CMC-6009-A1    | CorelDRAW 8 - CorelDRAW™ 8                            | Fed-Ex       | 459.99  |
| <input checked="" type="checkbox"/>     | CMC-6009-A1    | CorelDRAW 8 - CorelDRAW™ 8                            | Fed-Ex       | 459.99  |
| <input checked="" type="checkbox"/>     | PCD250         | Downloadable  | Downloadable | 29.99   |
| <input checked="" type="checkbox"/>     | PCD25017       | Downloadable  | Downloadable | 39.99   |
| <b>Shipping: to Canada or U.S. only</b> |                |   |              | 19.95   |
| <b>Total:</b>                           |                |   |              | 1665.88 |

**Display:**  
**Thumbnail**  
**Product Name**  
**Product Number**








# Corel Shopping Basket

[View Shopping Basket](#)

[Coral Gallery](#) | 
 [Site Map](#) | 
 [Info Desk](#) | 
 [Coral Club](#) | 
 [Security](#)

The Shopping Basket is a temporary location in which you may store your selections before you make a purchase. If you have not purchased your selections within one hour, or if you disconnect from your browser, the Shopping Basket will expire. To remove a selection, simply click in the delete column and the item will be removed.

| Remove from Basket     | Product  | Type             | Delivery                                | Price  |
|------------------------|--|------------------|---|--------|
| <a href="#">Delete</a> | <br>Print House Magic™                    | Windows® 3.x, 95 | Federal Express 2 Day                   | 29.99  |
| <a href="#">Delete</a> | <br>Corel® WordPerfect® 8 Language Module | Windows® 3.x, 95 | Federal Express 2 Day                   | 44.99  |
| <a href="#">Delete</a> | <br>Corel Print House™                   | Macintosh        | Federal Express 2 Day                   | 29.99  |
|                        |  |                  | <b>Shipping: to Canada or U.S. only</b> | 12.95  |
|                        |  |                  | <b>Total:</b>                           | 117.92 |

\* All prices are in US dollars. Your Order Number is: 532423

[\\* CONTINUE SHOPPING](#)   
 [\\* ORDER - SECURE](#)

**To Order by Phone:** Please call 1-800-656-5443 and be prepared to give the operator your order number. Your order number is: 532423. The operator will need your order number to process your order as it is shown above. Please have your credit card ready when you call. If your product is downloadable, the operator will give you a web address to which you can go to download the item(s) you've purchased. If your product is to be delivered by physical shipment, the operator will verify the shipping method and shipping charges with you. Order line hours are Monday-Friday, 9:30 a.m. to 6:00 p.m. Eastern Standard Time.

Order line hours are Monday-Friday, 9:30 a.m. to 6:00 p.m. Eastern Standard Time.

**To Order On-Line:** Click the "Order-Secure" link above to place an order via our secure servers. Your personal information is secured using Secure Socket Layer (SSL) technology. If your browser does not support SSL, while we recommend you place all orders by phone, you may order using the non-secure order form.

**Note:** Residents of Minnesota will be charged applicable tax upon credit card approval.



Monday 11/10/97  
~~Friday 11/7/97~~

Corel

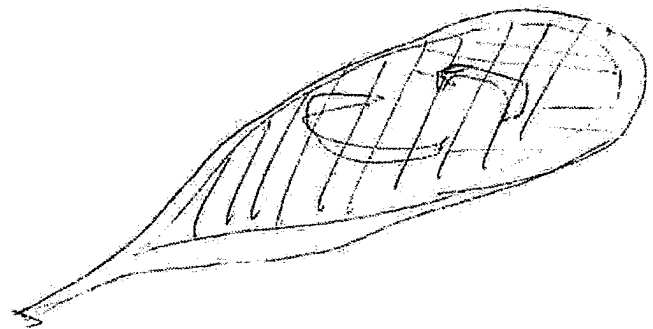
Humna Khanzada

- 1) Phone Ordering
- 2) Short Action Items Monday - Early Tuesday
- 3) Corel Draw 8 Registration - Rebate
  - Corel Draw Registration Process
  - Generate Password
  - Record & Store credit for 1 year

#8 Online Registration - Mirror of page on Corel.com

Contact Linda Smith to clarify relationship  
between items projects #6 and #8  
as per Jim Morris #6 and #8 are same thing

~~Hello world~~





## Corel WordPerfect for UNIX/Linux

### Demonstration and Evaluation Software via FTP Download

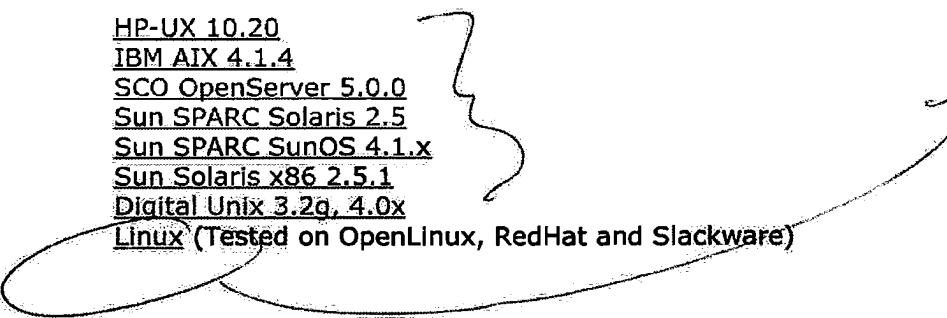
Corel WordPerfect for UNIX/Linux demonstration software is provided as is. Corel and/or SDC do not make any warranties regarding this software. All demo files may be downloaded directly from FTP.COREL.COM. Corel WP 7 for Linux is available at ftp.turbolinux.com/pub/linux/corelwp. This site supports the "reget" command and offers high internet bandwidth.

### Corel WordPerfect 7 for UNIX/Linux

CWP 7 demo software is fully functional for 30 days from the date of installation. The Linux demo has a 15 day evaluation period.

- [HP-UX 10.20](#)
- [IBM AIX 4.1.4](#)
- [SCO OpenServer 5.0.0](#)
- [Sun SPARC Solaris 2.5](#)
- [Sun SPARC SunOS 4.1.x](#)
- [Sun Solaris x86 2.5.1](#)
- [Digital Unix 3.2g, 4.0x](#)
- [Linux \(Tested on OpenLinux, RedHat and Slackware\)](#)

*To cust info page*



[Printer Drivers](#) for WordPerfect for UNIX version 6 and version 7.

### Corel WordPerfect 6.0/5.2+ for UNIX

CWP 6.0/5.2+ demo software does not have printing or file save functionality.

| UNIX Platform | File Name                       | Size             | Description               |
|---------------|---------------------------------|------------------|---------------------------|
| NCR SVR4 V3.0 | <a href="#">ncr.tar.gz</a>      | 49,015,729 bytes | tar file gzipped using -9 |
| SGI IRIX 5.2  | <a href="#">sgi.tar.gz</a>      | 43,474,913 bytes | tar file gzipped using -9 |
| UnixWare 2.01 | <a href="#">unixware.tar.gz</a> | 50,419,108 bytes | tar file gzipped using -9 |





COREL WP LINUX Support Options Knowledge Base Linux Support User Discussion Download Area



Please enter in the following information:

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**Title:**

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**Fax:**

**E-Mail:**   
**(Required)**

9-10 K/mo ^

336  
300  
10800

**LINUX**  
**Distribution:**    
**(Required)**

**How did you hear about us:**

**Comment:**

Please include only *one* email address and type carefully. The email address you give us will be used to send you download information.

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WP for UNIX Support Write Us Register

# COREL for LINUX WordPerfect<sup>®</sup>7

## Corel WordPerfect for Linux

### Demonstration and Evaluation Software via FTP Download

Corel WordPerfect for Linux demonstration software is provided as is. Corel and/or SDC do not make any warranties regarding this software. Download the file then unzip the file (gunzip filename.tar.gz).

Untar the file (tar -xvf filename.tar).

Execute the Runme file to start the installation program.

| Download  | File Name   | Size            |
|---|---|-----------------|
| <a href="#">WordPerfect 7 for X Windows</a><br>(Mirror by www.turbolinux.com)           | linuxgui.tar.gz   | Approx<br>36 mb |
| <a href="#">WordPerfect 7 for X Windows</a><br>(Location SDC)                           |   |                 |
| <a href="#">WordPerfect 7 for X Windows(Split)</a><br>(Mirror by www.turbolinux.com)    | WordPerfect executable broken down into files 5 mb and under. |                 |
| <a href="#">WordPerfect 7 for X Windows(Split)</a><br>(Location SDC)                    |   |                 |
| <a href="#">Printer Drivers for WordPerfect for Linux.</a>                              |   |                 |
| <a href="#">WordPerfect 7 Online Manual</a><br>(Mirror by www.turbolinux.com)           | manual.tar.gz   | Approx<br>18 mb |
| <a href="#">WordPerfect 7 Online Manual</a><br>(Location SDC)                           |   |                 |
| <a href="#">WordPerfect 7 Graphics</a><br>(Mirror by www.turbolinux.com)                | graphics.tar.gz   | Approx<br>80 kb |
| <a href="#">WordPerfect 7 Graphics</a><br>(Location SDC)                                |   |                 |
| <a href="#">WordPerfect 7 Software Developers Kit</a><br>(Mirror by www.turbolinux.com) | sdk.tar.gz  | Approx<br>1 mb  |
| <a href="#">WordPerfect 7 Software Developers Kit</a><br>(Location SDC)                 |   |                 |



| <b>Language Files (X Windows)</b>   |                 |                 |
|---|-----------------|-----------------|
| <u>Canadian English</u><br>(Mirror by <a href="http://www.turbolinux.com">www.turbolinux.com</a> )<br><br><u>Canadian English</u><br>(Location SDC) | linuxceg.tar.gz | Approx<br>9 mb  |
| <u>Canadian French</u><br>(Mirror by <a href="http://www.turbolinux.com">www.turbolinux.com</a> )<br><br><u>Canadian French</u><br>(Location SDC)   | linuxcfg.tar.gz | Approx<br>14 mb |
| <u>German</u><br>(Mirror by <a href="http://www.turbolinux.com">www.turbolinux.com</a> )<br><br><u>German</u><br>(Location SDC)                     | linuxdeg.tar.gz | Approx<br>9 mb  |
| <u>Spanish</u><br>(Mirror by <a href="http://www.turbolinux.com">www.turbolinux.com</a> )<br><br><u>Spanish</u><br>(Location SDC)                   | linuxesg.tar.gz | Approx<br>38 mb |
| <u>French</u><br>(Mirror by <a href="http://www.turbolinux.com">www.turbolinux.com</a> )<br><br><u>French</u><br>(Location SDC)                     | linuxfrg.tar.gz | Approx<br>10 mb |
| <u>Italian</u><br>(Mirror by <a href="http://www.turbolinux.com">www.turbolinux.com</a> )<br><br><u>Italian</u><br>(Location SDC)                   | linuxitg.tar.gz | Approx<br>10 mb |
| <u>Dutch</u><br>(Mirror by <a href="http://www.turgolinux.com">www.turgolinux.com</a> )<br><br><u>Dutch</u><br>(Location SDC)                       | linuxnlg.tar.gz | Approx<br>10 mb |
| <u>OZ</u><br>(Mirror by <a href="http://www.turbolinux.com">www.turbolinux.com</a> )<br><br><u>OZ</u><br>(Location SDC)                             | linuxozg.tar.gz | Approx<br>14 mb |
| <u>UK</u><br>(Mirror by <a href="http://www.turbolinux.com">www.turbolinux.com</a> )<br><br><u>UK</u><br>(Location SDC)                             | linuxukg.tar.gz | Approx<br>10 mb |
| <b>Language Files (Character Terminals)</b>   |                 |                 |
| Canadian English  | linuxcec.tar.gz | 4,894,584       |



|                 |                 |           |
|-----------------|-----------------|-----------|
| Canadian French | linuxfc.tar.gz  | 4,410,281 |
| German          | linuxdec.tar.gz | 3,239,546 |
| Spanish         | linuxesc.tar.gz | 3,107,685 |
| French          | linuxfrc.tar.gz | 3,222,147 |
| Italian         | linuxitc.tar.gz | 3,284,757 |
| Dutch           | linuxnlc.tar.gz | 3,248,817 |
| OZ              | linuxozc.tar.gz | 5,068,052 |
| UK              | linuxukc.tar.gz | 3,542,899 |

( Note -- All of the files are tar files that have been gzipped using the -9 option)

If for some reason you cannot download the software or if you would simply prefer a CDROM, you may purchase a CDROM version. [Click here](#) to purchase the evaluation CDROM.





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<title>Corel WordPerfect for UNIX Demos</title>
</head>

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<h3>Corel WordPerfect for Linux</h3>
<h4>Demonstration and Evaluation Software via FTP Download</h4>

<p>Corel WordPerfect for Linux demonstration software is provided as is.
Corel and/or SDC do not
make any warranties regarding this software.

  Download the file then unzip the file (gunzip <I>filename</i>.tar.gz).<br>
  Untar the file (tar -xvf <I>filename</i>.tar).<br>
  Execute the Runme file to start the installation program.
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href="ftp://ftp.turbolinux.com/pub/linux/corelwp/linuxgui.tar.gz">WordPerfect
7 for X Windows</a><br>
  <font size=1>(Mirror by www.turbolinux.com)</font><BR><br>
  <a href="ftp://ftp.sdcorp.com/pub/demos/linux/linuxgui.tar.gz">WordPerfect
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  <a href="http://www.sdcorp.com/demos/smallftp.htm">WordPerfect 7 for X
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  <a href="ftp://ftp.sdcorp.com/pub/demos/linux/sdk.tar.gz">WordPerfect 7
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<td valign="top">
  UK</a><BR>
</td>
<td valign="top">
  linuxukc.tar.gz
</td>
<td valign="top" align="right">3,542,899</td>
```

```
</table>
```

( Note -- All of the files are tar files that have been gzipped using the -9 option)

```
<BR><BR>
```

If for some reason you cannot download the software or if you would simply prefer a

CDROM, you may purchase a CDROM version.

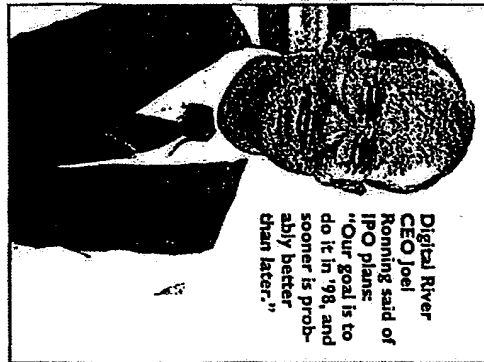
<A HREF="https://www.sdcorp.com/wplinux/democd.html">Click here</a> to purchase the evaluation CDROM.

```
<BR><BR>
```

```
</table>
```

```
</body>
```

```
</html>
```



Digital River CEO Joel Ronning said of IPO plans: "Our goal is to do it in '98, and sooner is probably better than later."

**TECHNOLOGY** \$13M private placement builds revenue stream for relocating firm

## Digital River plans an IPO this year

By Henry Breinhurst  
Staff reporter

It's hard to refrain from making a water analogy when talking about Digital River Inc., especially given the activity at the Edina-based company.

Indeed, Digital River won't even be Edina-based by this June: The company, which has had its headquarters in the offices of majority shareholder Tech Squared Inc., is shipping out to an Eden Prairie location.

The company, which distributes software and other digital products over the Internet, has meanwhile seen its trickle of clients

grow to a flood, and with the ink on its most recent \$13-million-plus private placement not yet dry, Digital River is already looking forward to a possible initial public offering (IPO) later this year.

While no date has been set nor filings made regarding the IPO, Digital River president and CEO Joel Ronning said it is clearly the next step. With the white-hot market for e-commerce stocks — witness the success of Amazon.com, N2K and last week's K-tel flurry — Ronning said his firm is on the radar screens of several major securities firms looking to take Digital River public.

"Our goal is to do it in '98, and sooner is probably better than later," Ronning said.

Digital River, Ronning said, has spent the past few years getting licenses to distribute the software products of various companies: to date, more than 1,200 companies have licensed the rights to more than 100,000 titles. Most of these are stored on Digital River's massive server, and then downloaded to the customer over the Internet once the customer has made the e-commerce purchase of the software.

CityBusiness April 24, 1998 47

## DIGITAL RIVER

from page 3

Digital River, Ronning said, has spent the past few years getting licenses to distribute the software products of various companies; to date, more than 1,200 companies have licensed the rights to more than 100,000 titles. Most of these are stored on Digital River's massive server, and then downloaded to the customer over the Internet once the customer has made the e-commerce purchase of the software.

"Software is an ideal [product] for sales over the Internet," said Bill Burnham, senior research analyst for electronic commerce at Minneapolis-based Piper Jaffray Inc. "It's going to take a few years. A lot of it depends on the available bandwidth."

The database is also designed to allow different points of entry; for example, a consumer might visit a software publisher's site. When this person wants to make a purchase, a link from the developer to Digital River's server shows the customer just that publisher's products. On the other hand, visitors to a retailer site will be able to view all the titles that retailer sells. In this way, Digital River can slice and dice the database to serve a variety of customers.

"There's a big advantage from the publisher side," said Chip House, senior marketing manager for Digital River. "There's greatly reduced cost to bring a product to market, and a greatly reduced time to market. It allows them to pass the savings on to the customer." House said Digital River recommends that its publisher clientele offer software over the Internet at costs 10 percent to 20 percent below in-store costs. "We want to make it a preferred mode of shopping."

"[Ronning] has really got sort of a holistic service offering," Burnham said. "If you want to sell over the Internet, [Digital River] can make it happen. You're going to see a whole new breed of behind-the-scenes electronic commerce firms."

The \$13 million private placement, meanwhile, is Digital River's third: The first was the initial \$1 million round, and the second raised \$4.5 million last summer. The latest round, Ronning said, will be the last before an IPO, and will pay for the move to new headquarters and the opening of offices in London and Japan before year's end.

"Right now, we are the world's largest source for distributing software on the

Internet," said Ronning. "Not only do we have the tactical side, but we also have the funding." With customers like Oracle and IBM, he said, Digital River has customers that "care that we're well-funded."

House said Digital River intends to grow from 1,000-plus publisher sites and 150 retailer/reseller sites today to more than 2,000 publishers and 1,000 retailer/resellers by the end of the year.

As a bandwidth-dependent company, Digital River also finds it must invest in technology. The huge server will soon be hooked up to a DS3 line, which is equivalent to 45 T1 lines. Ronning said the company is performing about 700 transactions per day, and has revenues just shy of \$1 million a month and growing; historically, the company has grown at 20 percent to 40 percent monthly. The company does offer physical delivery for some programs, including large, graphics-heavy games, since they would take far too long to download.

Minneapolis-based NetRadio also plans to sell software over the Internet, but it will physically mail the software to buyers. "It's not just the bandwidth speeds, it's also the types of people," said George Burr, director of marketing for NetRadio. "I know a lot of people who aren't real comfortable unless they go to Computer City" for a shrink-wrapped box of tangible software.

Digital River's clientele, he said, would logically include the tech-savvy who are comfortable paying for something they never physically handle. The tech-savvy "are obviously a growing market," Burr said. "But the Internet is attracting all types of people. We're filling [the needs] of other types."

Digital River points to estimates and surveys indicating that most software manufacturers expect electronic delivery to be a major part of their business by 2000, and a third of *Fortune* 1000 IT managers expect to acquire half of their software over the Internet by 1999.

Digital River's move to Eden Prairie will establish the company as its own entity. The symbiotic relationship with Tech Squared will continue, but Ronning said Digital River no longer needs the incubation or stability that Tech Squared, which sells Macintosh equipment, software and peripherals, provided to the startup. Ronning owns about half of Tech Squared, but said he will allow Tech Squared to run itself; his attention will be on Digital River. ■

DIGITAL to page 47



**PRESS QUOTES**

**Communications Week:**

"The first phase of a new breed of Web-based thin client hosting services for electronic commerce."

**Forbes:**

"Enter a two-year-old Cambridge, Mass-based startup called Viaweb. Its proposition: We'll give you all the software you need to create a Web store, lease you virtual mall space and handle all of the housekeeping, including order taking and report generation. The fee for this service: \$100 a month for a small shop, \$300 a month for a large one. Sound too good to be true? That's what I thought when, a few months ago, I first came across the company."

**Boston Globe:**

"Viaweb has vastly simplified the process of setting up shop on the Web."

**Electronic Marketplace Report:**

"Viaweb seems to have what might be the right strategy to make the Web the universal shopping center envisioned by so many."

**Web Week:**

"With Live Store, users can create secure online stores in minutes, modifying them using a forms-based interface that allows them to adjust everything from background color to button size without using HTML."

**Hewlett Packard E Business Magazine:**

"Viaweb has developed the easiest, quickest and cheapest way for anyone to build and run a secure, graphically-cool store on the Net."

"One of the true electronic commerce success stories."

**NetGuide:**

"What would it take to get you to start a Web-based retail business? How about if you could be up and running, in a secure environment, in less than a day, for \$300 a month? What if building your site required no programming or computer expertise beyond knowing how to use a Web browser? You can do it on Viaweb, a Boston-based electronic mall, hosting service, and server-based e-commerce software vendor."

**Interactive Week:**

DFNDT 0005206



"Viaweb can set you up to sell on the Web. How long does it take to set up a shop on the Internet? About 18 minutes."

**Seybold Bulletin:**

"We really like the Viaweb concept. It lowers the cost barrier for would-be Web merchants in somewhat the way that desktop publishing lowered the cost barrier for setting type. Large companies can use Viaweb to test the Web waters before setting up their own servers; small businesses may never need anything more."

**COMPLETE PRESS COVERAGE**

- Business Week, 9 June 1997.  
"Last summer, Kowalski set up a second site - but in just two days - using Cambridge (Mass.)-based Viaweb."
- Microsoft Interactive Developer, June 1997.  
"Anyone with a Web browser can build a store. The system runs entirely on Viaweb's server, so there is no software to download or install."
- The Journal of Commerce, 24 May 1997.  
"At \$100 to \$300 a month, Viaweb virtually takes the cost risk out of starting your own online business.  
  
The company touts itself as the best low-cost high-quality solution to bringing your business online, and on close inspection through its Web site, I tend to agree."
- Communications Week, 19 May 1997.
- Mass High Tech, 19 May 1997.  
"One of Viaweb's talking points is its ability to track visitors. In other words, it can tell from what search engine a visitor arrived."
- Washington Business Journal, 19 May 1997.
- Search Engine Update, 18 May 1997.  
"Viaweb provides sophisticated online shopping software [that] can track how a visitor found a web site and how much they spent during their visit."
- E-Commerce News, 16 May 1997.
- Interactive PR and Marketing News, 16 May 1997.
- Netsurfer Digest, 15 May 1997.
- Computerworld online edition, 14 May 1997.
- Advertising Age online edition, 13 May 1997.

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- Internet IT Informer, 13 May 1997.
- **WEBster**, 12 May 1997.

"Small businesses and large enterprises can enter the electronic commerce marketplace today without the expense and headaches of running a commerce server. Sound to good to be true? It did to me, yet the solution seems to work effectively for a number of businesses, including Virgin Interactive, Rolling Stone, and Frederick's of Hollywood."
- **Computer Letter**, 12 May 1997.

"Enables merchants to create hosted catalog sites for as little as \$100 a month."
- **Multimedia Entertainment & Technology**, 9 May 1997.

"Since it began using [Viaweb], Virgin has increased its sales directly over the Internet by 300%"
- **Portland Business Journal**, 9 May 1997.
- **Computerworld**, 5 May 1997.

"Nylander said that approximately 50,000 catalogs have been ordered online since the site opened, with about 3% resulting in sales, about double the rate for other catalog requests."
- **Internet Week**, 5 May 1997.
- Home PC, 1 May 1997.

"Viaweb's Live Store can help you run a thriving Internet-based business."
- **E Business**, May 1997.

"One of the true electronic commerce success stories"
- **Retailing Technology**, May 1997.

"A unique feature of the Viaweb service is that retailers can create their commerce sites remotely with a standard Netscape browser."
- **Direct**, April 1997.

"Dean & DeLuca had a presence using iCat's software. But Scott said that a new product, Viaweb, is easier to use to make changes to the store."
- **Interactive Daily**, 29 April 1997.
- **Media Daily**, 29 April 1997.

"Live Store enables merchants to establish an online storefront in a matter of minutes and to maintain the shop - including a customer-tracking mechanism - for as little as \$100 a month."
- **DM News**, 28 April 1997, p. 20.
- **Boston Business Journal**, 25 April 1997.

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"The HAA had its Web store up and selling its first items within two hours. Worldwide customers searching for Boston Marathon collectibles and t-shirts can access the site at [www.viamall.com/marathon](http://www.viamall.com/marathon)."

- **Wired News**, 22 April 1997.

"An easy-to-use site-authoring tool encourages even the least geek-prone of e-store owners to create and manage merchandising empires."

- **E.Commerce Today**, 22 April 1997.

"Boston Marathon Web store built in less time than required to win race."

- **Boston Globe**, 16 April 1997.

"Viaweb has vastly simplified the process of setting up shop on the Web. Using Viaweb's Live Store software and working in a standard browser, technical neophytes can instantly create an on-line store that describes and illustrates products. Better yet, Viaweb returns invaluable tracking data to the store owner, revealing where buyers are coming from and how much they are spending."

- **Interactive Week**, 14 April 1997.

"Viaweb can set you up to sell on the Web. How long does it take to set up a shop on the Internet? About 18 minutes."

- **Consumer Multimedia Report**, 14 April 1997.

- **Boston Business Journal**, 11 April 1997.

"Viaweb Inc lets any merchant build a commercial web-based catalog with a standard web browser and Internet connection - no technical experience required."

- **Multimedia Wire**, 9 April 1997.

- **Electronic Advertising & Marketplace Report**, 8 April 1997.

"Viaweb enables merchants to create online stores for far less than many comparable online solutions are charging."

- **Communications Week**, 7 April 1997.

"The first phase of a new breed of Web-based thin client hosting services for electronic commerce."

- **Web Week**, 7 April 1997.

"Web marketing tools include sales graphs generated on the fly, total amount of money customers spent broken out by each referring search engine, plus clickstream measures."

- **Demo Letter**, 7 April 1997, p. 9.

"Viaweb's online store software lets even the most lightweight, non-technical business owner set up an Internet store - and be in business in very short order."

- **Vancouver Sun**, 4 April 1997.

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- **Interactive Marketing News**, 4 April 1997.
- **Direct Newslines**, 4 April 1997.  
"Live Store helps anyone create an on-line store in minutes."
- **Media Daily**, 1 April 1997.
- **Internet Marketing & Technology Report**, April 1997.
- **c|net**, 31 March 1997.
- **Marketing with Technology News**, 26 March 1997.  
"The most fascinating product at the DMA show was from Cambridge, MA-based Viaweb Inc."
- **Mass High Tech**, 17 March 1997.  
A [store] owner can receive an in-depth traffic analysis at any time. He can receive live graphs of hits, visits, and sales. Logs show which search engine was utilized, and what words were used to enter."
- **Interactive Marketing News**, 28 February 1997.  
"Live Store boasts ease of use and tracking features that pinpoint whence a customer comes, what search keywords bring them into a store, and how much they spend there and on what."
- **Internet Week** online edition, 25 February 1997.
- **Report on Electronic Commerce**, 25 February 1997.  
"Merchants using Viaweb can know, by way of several simple spreadsheets, which pages consumers look at in their sites and in which order, the Web site consumers were looking at immediately prior to theirs, and, in the case of a search engine, which search queries they were using within that engine."
- **PC Week Online**, 24 February 1997.
- **Interactive Week**, 24 February 1997.  
"Using software developed by Viaweb, netstores can determine not only where their customer traffic is coming from, but which visitors buy the most."
- **Electronic Commerce News**, 22 February 1997.  
"Sales and marketing professionals will have new Web tracking tools with a new version of online store software from Viaweb."
- **Information & Interactive Services Report**, 21 February 1997.  
"Viaweb has already attracted a client list that includes the likes of Frederick's of Hollywood, Rolling Stone, International Male, and Huntington Clothiers. But what is likely to propel Live Store version 3.0 to greater acceptance is the set of clickstream-level tracking tools that it makes available to users free of charge."
- **Newsbytes**, 18 February 1997.

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"New marketing analysis tools that go beyond "cookies" and "hit counts" to bring statistical comparisons between money spent and visitors' originating Web sites and keywords."

- **PC World** online edition, 17 February 1997.

"Customers can track statistics on where visitors to their site are coming from, which sources generate the most sales, and, for visitors who arrive from a search engine, which keywords they typed - information that's vital in developing Web marketing plans."

- **DM News**, 17 February 1997.

"When Damart Inc launched its first Web site two weeks ago, it joined a growing list of direct marketers that have turned to Viaweb Inc to create their online stores. Customers cite low cost and ease of use among the attractions of Viaweb, but the company also offers a high-traffic cybermall and newly upgraded statistical tracking tools."

- **Internet Week**, 17 February 1997.

"Analyst Mary Doyle of IDC/Link said Viaweb's tracking software will be useful. "It's pretty sophisticated. They tried to get a handle on the minds of Web shoppers.""

- **Info World**, 17 February 1997.

- **Communications Week**, 10 February 1997.

""Without Viaweb, I don't think we would do one tenth of the sales that we do now," says John Wells"

- **NetGuide Magazine**, 5 February 1997.

"Viaweb offers you the opportunity to construct a site on its server using only your Web browser."

- **HOW**, February 1997.

"Viaweb's online Web catalog solution is so simple and elegant that I predict it's a harbinger of things to come...What's more, its reporting facilities are some of the best I've seen. Not only do you see the hits on each category or item, but you also see the total sales generated for each."

- **The Red Herring**, February 1997, p. 48.

- **Frisco Life**, 30 January 1997.

"[Viaweb] allows you to set up a storefront on the Internet in a matter of moments with no special codes or software of your own. Yet you can still give your store a custom look."

- **DM News**, 27 January 1997.

"Lingerie retailer Frederick's of Hollywood launched its first cyber catalog last month. Demographics surprised the firm: "Buyers were 50-50 male and female, and there was a preponderance of addresses at colleges and universities. We appear to be talking to a consumer 10 to 15 years younger than we thought.""

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- Web Week, 20 January 1997, p. 25.  
"Lingerie retailer Frederick's of Hollywood says it has received more than 1,000 orders and recouped more than 20 times its investment in the Web since going online."
- **CNBC**, 20 January 1997, live interview.
- **Mass High Tech**, 13 January 1997.
- Hewlett Packard E Business Magazine, January 1997.  
"Viaweb has developed the easiest, quickest and cheapest way for anyone to build and run a secure, graphically-cool store on the Net."
- **Boston Business Journal**, 20 December 1996, p. 8.
- WHDH TV, 18 December 1996, live interview.  
"Virtual malls such as Viaweb's Viamall put hundreds of stores at your fingertips without having to fight crowds or leaf through catalogues."
- **Wall Street Journal**, 9 December 1996, p. R18.  
"software that makes the design process easy"
- **Puget Sound Business Journal**, 6 December 1996.
- **Net Magazine**, December 1996, p. 24.  
Viamall is one of 6 online malls profiled in the feature article.
- PC Computing December 1996, Special Report: The Complete Guide to Shopping on the Web.  
Viamall wins four stars as one of the Top 25 Cybermalls.  
"A fast search engine takes you right to what you're looking for."
- New York Times online edition, 23 September 1996, CyberTimes section.
- @NY, 20 September 1996.  
"But the presentation that really had the capital folks nodding their heads--and crowding the break-out session afterwards-- came from Cambridge, MA's Viaweb, which showed off its Web-based virtual store-building software that's so easy to use that CEO Paul Graham built a store in 10 minutes."
- **Seybold Special Report**, 11 September 1996, p. 38.  
"Viaweb is a year-old company offering businesses a quick route to an online Web catalog business-- no need for a server, a database, HTML expertise, or even a start-up investment. All you need is access to the Web."
- **Home Office Connections**, September, p. 7.
- **Seybold Bulletin**, 17 July 1996, feature article.  
"Large companies can use Viaweb to test the Web waters

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before setting up their own servers; small businesses may never need anything more."

- **DM News**, 25 June 1996, p. 4.
- **Direct**, 1 June 1996.
- **Screen Digest**, June 1996, p. 133.

Viamall is selected as one of ten "significant shopping Web sites".

- **Link-Up**, May/June 1996.
- **Sales and Marketing Strategies**, May/June 1996.
- **Info Security News**, May/June 1996, p. 11.
- **Small Business News**, May 1996.
- **Catalog Marketing**, May 1996.
- **DM News**, 15 April 1996, p. 19.

"Viaweb, Cambridge, MA, allows catalogs to open Web sites without the expense of setting up a Web server."

- **Direct Online Edition**, 2 April 1996.
- **WHDH-TV's Hotlink of the Day**, 15 March 1996.
- **PC Week Online Edition**, 4 March 1996.
- **Web Week**, March 1996, p. 36.

"With Live Store, users can create secure online stores in minutes, modifying them using a forms-based interface that allows them to adjust everything from background color to button size without using HTML."

- **DM News**, 26 February 1996, p. 24.
- **Electronic Marketplace Report**, 20 February 1996, p. 3.

"Bob Kempf [a Viaweb user] spent one morning putting together an online catalog using Live Store."

- **Computer World**, 19 February 1996, p. 36.
- **Information Week**, 19 February 1996, p. 76.

"Viaweb seems to have what might be the right strategy to make the Web the universal shopping center envisioned by so many."

- **Using Netscape's Navigator**, businesses can create an electronic storefront on Viaweb's server using a simple forms-based interface.
- **Interactive Age Online Edition**, 13 February 1996.

"This product is well aimed at small to medium-sized businesses thinking about putting catalogs out."

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For info call 1-888-4-VIAWEB or send mail to [sales@viaweb.com](mailto:sales@viaweb.com)

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## **FEATURES**

Anyone who has tried our demo knows that Viaweb lets you build a working online store in under 10 minutes.

Beneath that friendly interface is the most powerful online store software available. That's why Viaweb is the choice of some of the biggest names in marketing.

## **THE EASIEST SOLUTION**

Viaweb has something that no other online store software has: remote WYSIWYG authoring (patent pending).

- **Remote** means that Viaweb works over the Web. You don't have to download or install any software to use Viaweb. You build your site through an ordinary browser.
- **WYSIWYG** means "what you see is what you get." While you're editing your site, it looks just like it will when consumers see it.

Together, these two features make Viaweb by far the easiest way to create an online store. You simply have an editable Web site.

## **BEST TRACKING TOOLS**

Viaweb has the most complete tracking tools of any online store system. You can see statistics including hits, visits, sales volume, and conversion rate, for any time period, in bar graphs generated on the fly.

Viaweb can show where every visitor came from and how much money visitors from each source spent. We can even show what they were searching for in search engines, and how much people searching for each phrase spent.

With Viaweb's unique WYSIWYG hit counts, you can even see statistics displayed right on the site's pages as you're editing: a bar graph next to each item shows hits in green and dollar volume in red. You see instantly where your sales are coming from.

## **BEST LOOKING SITES**

Web pages are a mix of HTML and images. All Web authoring tools generate HTML, but Viaweb is the only online store software that generates the images as well.

Images are the key to a professional looking, branded Web site. Web pages are just text and images, and everyone's text looks the same, so the appearance of a Web site depends almost entirely on images.

In addition to product images, a top-quality site needs three other types of images: button bars for navigation (like the one at the top of this page), thumbnail versions of product images for use on section pages, and display text (like "Best Looking Sites" above). Viaweb makes all these images for you, automatically!

## **BEST SHOPPING BASKET**

The best online stores give each visitor a "shopping basket" that keeps track of what he or she orders.

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Our shopping basket system is the most sophisticated available. It lets items have any properties you want, not just sizes and colors. It has built-in support for monograms. Plus it supports quantity pricing, and will recalculate unit price and subtotal on the fly as quantities change.

#### **BEST LOCATION**

Your store will be listed in Viamall, one of the most prestigious malls on the Web. PC Computing gave Viamall four stars as one of the Top 25 Cybermalls, and Viamall was one of only 6 malls featured in Net Magazine's annual online shopping issue.

Viamall is currently serving over 3.2 million page views per month, and grossing over \$400,000 per month.

Viamall is unique for the uniformly high quality of the stores. That's because every one was built with Viaweb. Shoppers know that if they visit Viamall, they always find sites that are good looking and easy to navigate.

#### **YOUR OWN DOMAIN NAME**

We can make [www.yourname.com](http://www.yourname.com) lead right to your front page. We do this for about a third of our users. We'll even register the domain name of your choice for you.

#### **WORKS WITH ANY HARDWARE**

Because it uses regular Web pages as the interface, Viaweb will work with any machine that can run a browser: PCs, Macs, Unix machines, NCs, even Web TVs. If you can use a search engine, you can use Viaweb.

#### **MULTI-USER**

Viaweb is the only multi-user Web authoring tool. Several users anywhere in the world can edit a site simultaneously. No desktop software could do that.

This feature has been convenient for our larger users, who have several people working on their sites.

#### **DATABASE COMPATIBLE**

As well as creating your site interactively, you can build it by uploading a database file of all your items. Many users take advantage of this feature. The largest site currently has over 9400 items.

If you get a large volume of orders, you can also retrieve your orders from the server in database files. In fact, if you have a Excel on your desktop, you can start it up, already loaded with your data, with a single click.

#### **SCRIPTING LANGUAGE**

Viaweb includes a powerful scripting language called RTML for defining page templates. In Viaweb, a template means more than just an HTML skeleton for a page: RTML is a superset of HTML that also includes programming language features and operators for generating images.

By defining their own templates with Viaweb's online editor, advanced users have total control over the look and structure of their sites. So resellers can use Viaweb as a platform to develop customized sites for clients.

#### **WINNING COMBINATION**

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## Features

Most of our users would choose Viaweb for remote WYSIWYG authoring alone, because ease of use is generally the deciding point. When you combine ease of use with the highest production values and the best tracking tools, it is an irresistible package.

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For info call 1-888-4-VIAWEB or send mail to [sales@viaweb.com](mailto:sales@viaweb.com)



# 3.0

## VIWEB STORE 3.0 RELEASED

### VIWEB INTRODUCES INDUSTRY-LEADING WEB MARKETING TOOLS

*Viaweb's Live Store 3.0 combines store-building, secure hosting, and customer tracking.*

Cambridge, Mass. - February 17, 1997 - Viaweb Inc., the leading supplier of online store software, today announced Live Store 3.0, the only online store system to combine powerful store-building software, secure hosting, and industrial strength tracking tools. Live Store is the first end-user system for building online stores. Now version 3.0 offers tracking tools that take Web marketing to a new level. As well as analyzing overall sales trends, merchants can see the exact path taken by each visitor through a store, and even what search keywords they typed into search engines to get there.

"The Web offers merchants an unprecedented opportunity to tune their marketing efforts," said Omar Khudari, COO of Viaweb. "With Viaweb's customer tracking tools, the merchant can look over the customers' shoulders and learn exactly what makes them buy. And these tools are included for free with Live Store, which costs as little as \$100 month."

Viaweb's new tracking tools show merchants everything from overall traffic and sales trends, to the individual clicks by each user while visiting the store. Merchants can gather more information from their regular customers than they would normally get from focus groups.

"What Viaweb's statistics showed me was really surprising," said Viaweb user John Wells. "More people came to my site from Altavista than Yahoo, but the ones from Yahoo spent 10 times as much. To be successful, I need to know where I'm going to get more sales, not just more hits."

#### **HOW IT WORKS**

Using an ordinary web browser, a merchant can log into Viaweb's site ([www.viaweb.com](http://www.viaweb.com)) and build a store right on Viaweb's server. Building a store requires no web expertise and takes as little as ten minutes. Merchants can log in to edit their sites or retrieve orders 24 hours a day.

Finished sites are hosted on Viaweb's server, which accepts orders over a secure connection, and automatically submits each user's entire site to all major search engines. Sites made with Viaweb are listed on Viamall, now one of the busiest Web malls, with over 2.3 million page views per month.

#### **WHAT'S NEW: WEB MARKETING TOOLS**

**Statistics:** Merchants can view graphs, generated on the fly, of statistics like page views, sales, and conversion rate. So merchants can take the pulse of their site daily, tracking the effects of promotions, holidays, and site makeovers.

**Referrers:** Viaweb can show the merchant where each visitor to their store came from, and how much money visitors from each source spent. It can even show which keywords visitors typed into search engines to reach the site. Merchants quickly learn where advertising

DFNDT 0005257

works best.

**Clickstreams:** Viaweb can show the merchant the exact sequence of pages viewed by each visitor, the time spent on each, and when items were put in (or removed from) the shopping basket. Such trails show merchants how to turn visits into sales.

**WYSIWYG Hit Counts:** Viaweb can display statistics on each page as the merchant is editing the site. Bar graphs next to each link show page views and sales, so the merchant can see immediately what departments and items generate the most sales.

#### **OTHER FEATURES**

Viaweb is the only remote authoring tool that generates images as well as text, so that even small companies can have professional quality sites. Viaweb's shopping basket is the most sophisticated available, with support for unlimited product attributes, quantity pricing, and even monograms. Viaweb is database compatible, so merchants can upload database files to generate their sites, and download sales and tracking information in database files. Viaweb's secure server accepts orders over an industry-standard SSL connection. Advanced users can create their own page templates in Viaweb's powerful scripting language, **RTML**, a superset of HTML with the power of a real programming language.

#### **PRICING AND AVAILABILITY**

Live Store 3.0 is available immediately from Viaweb. Anyone can try Live Store for free. Once a store is open, merchants pay a single flat fee: \$100 per month for a store with up to 20 items, and \$300 per month for a store with up to 1000 items. Call Viaweb for pricing of larger sites.

#### **ABOUT VIAWEB**

Viaweb, of Cambridge, Mass., is the leading developer of Web-based authoring tools. Viaweb's Live Store lets anyone make an online store in minutes through an ordinary browser. Over 100 companies have built stores with Live Store, including Rolling Stone magazine, Frederick's of Hollywood, Huntington Clothiers, International Male, and Dean & DeLuca. Viaweb's Viamall ([www.viamall.com](http://www.viamall.com)) is one of the busiest Web malls, with over 2.3 million page views per month. For more information, visit Viaweb at [www.viaweb.com](http://www.viaweb.com) or call 1-888-4-VIAWEB.

Viaweb, Viamall and Live Store are trademarks of Viaweb, Inc. All other trademarks used herein are the property of their respective owners.

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For info call 1-888-4-VIAWEB or send mail to [sales@viaweb.com](mailto:sales@viaweb.com)



**How It Works**

Viaweb Store is a combination of an authoring tool and a hosting service:

- You build your store on our server, using an easy point and click interface.
- There is no software to install: all you need is an ordinary browser.
- We serve your finished site. If your account name is acme, the URL for your store will be <http://www.viamall.com/acme>. We can also make [www.yourname.com](http://www.yourname.com) point to your front page.
- Orders are accepted securely using the Netscape Commerce Server.
- You can retrieve orders (securely) from our server over the Web. Orders can also be forwarded to you by fax.
- You can log in to change your site or retrieve orders whenever you want, from any browser.
- Pricing is simple: \$100/month for a store selling 20 items, and \$300/month for up to 1000 items. There is no startup fee, and you can cancel whenever you want.

You'll be amazed how easy it is to create your own online store. You don't have to know any HTML. You just enter information like the names, prices, and descriptions of the items you want to sell. It takes less than a minute to add a new item, and you can upload an image for it with a single click.

As well as being easy to use, Live Store generates sites that are among the best looking and technically most sophisticated on the Web. See for yourself in our [users' sites](#).

There is simply no easier way to have a high-quality, secure online store.

**FREQUENTLY ASKED QUESTIONS**

**How do we try Viaweb?**

You can make yourself an account and create a store right now, with our [live demo](#). Or, if you prefer, call us at (617) 876-2692 and you can have a real live human talk you through a five minute demo.

**How many hits do you get?**

Viamall as a whole is currently serving over 3.2 million page views per month. That corresponds to about 18 million "[hits](#)", or http requests.

**Are people buying?**

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Yes! Hewlett Packard's *E Business* magazine called Viamall "one of the true electronic commerce success stories." For Viamall as a whole, orders are currently running at over \$400,000 per month, or about \$4.8 million per year.

**What do you do about security?**

See our [statement on security](#).

**Can we have [www.us.com](http://www.us.com) as the address of our store?**

Yes. We do this for a lot of our users. Once you open a store, we will even do the paperwork of registering a domain name ([us.com](http://us.com)) for you, for free.

**How do the orders get to us?**

There are three ways to get your orders:

1. Most users view orders on the Web: just go to the Viaweb home page and click on the Manager button. After entering your password, you'll be able to view orders over a secure connection.
2. You can also retrieve orders as database files in a choice of common formats. This lets larger merchants feed Web orders into their existing order stream.
3. You can have orders forwarded by fax.

If you want your site to be maintained by a freelance web consultant, you can make the password for retrieving orders different from the one for editing the site.

**Does Viaweb do the credit card authorizations?**

We verify that the card number was correctly typed, but we do not bill the card at the time of the order. The merchant gets the card number, as they would with a phone or mail order.

**Do we have to know HTML?**

No, you never see HTML. All you have to do to create a store is type in the name, price, item number, description, etc, of each of the items you want to sell.

On the other hand, if you want to embed HTML tags in the text that you type in, you can.

**Can we change a store once we've created it?**

Of course. You can update your site as often as you want, from wherever you happen to be. Some of our users update their sites several times a day.

While you're editing your site, visitors continue to see the previous version, but once you publish your changes, the updated version instantly becomes visible.

**Does our store have to look the same as all the others?**

Far from it. Each store has a page of variables that control its appearance. By modifying these, you can change the look of your site completely. You can even supply your own icons for use as buttons on each page.

To get an idea of the flexibility of Viaweb, look at sites like [Frederick's of Hollywood](#) and [Rolling Stone](#).

The Viaweb and Viamall sites were both created entirely with Viaweb.

**How do we get the images into the store?**

When you're editing your store, there will be an [Image] button at the bottom of each page. If you click on that button, you'll be able to select an image on your local disk, and upload it right into the item's page.

What's more, Viaweb will automatically create smaller "thumbnail" images for use in section pages. You only need to upload one version of each image, and Viaweb makes the rest.

**I have a database of all my inventory. Can I build my store from it?**

Yes. You can upload database files, inspect the data, and then build your entire site with one button click. Several of our users have built their sites this way, including [Star Pics](#) (9400 items), [Quantum Books](#) (6300 items), and [Sign It!](#) (2600 items).

See our [online documentation](#) for details of how to generate your site from a database.

**Do we need any special hardware or software to use Viaweb?**

You don't need anything more than you needed to read this page.

If you're going to include images in your store (which we recommend), you may want a scanner or digital camera.

The only software you need is an ordinary browser: Netscape Navigator or Microsoft Explorer.

**Can you help us promote our site?**

The first step in promoting a Web site is to make sure it is listed in all the major search engines. Our software takes care of that automatically. As soon as you tell us to open your site, it goes to work submitting your pages to every major search engine--not just the front page, but all the interior pages as well.

It works. Users who have sites on other servers report that they get more search engine hits in their Viaweb sites.

Beyond this, the right strategy for promoting a site depends on what kind of site it is. Our experienced staff can tell you what is likely to work for you.

**What search engines will our pages be submitted to?**

Our software submits your pages to Altavista, Excite, InfoSeek, Lycos, WebCrawler, OpenText, and HotBot.

The only listing we can't automate is Yahoo, which makes you fill out a [form](#) about your site. Our support team will be happy to submit a Yahoo entry for you if you want.

**We already have a web site. Can we put just the commerce part on your server?**

Yes, several of our existing users do this, and it works fine. For example, if you go to [Rolling Stone](#) and click on "The Store", you get sent to a [store](#) on our server.

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**Will anyone else have access to our sales data?**

Absolutely not. We publish aggregate statistics, but we never disclose sales data for specific stores without their prior consent.

We also understand the value of customer lists to direct marketers, and our policy is that this information is your property. We do not sell customer names, nor do we use them ourselves.

**What kind of network connection do you have?**

Viaweb policy is always to have twice as much network bandwidth as we need. We currently have two T1 lines to our main servers, and a third as a backup to a separate location.

**What do you use as servers?**

We use the same configuration as Yahoo: Pentium-based servers running a derivative of Berkeley Unix.

**How reliable are your servers?**

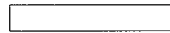
It is rare for a server to be down for more than 10 minutes per month. Peak bandwidth usage is about 1 megabit per second, about 35% of the capacity of our network connection, so we never have problems with bandwidth.

**What do you do about backups?**

We back up all the user data every night. With orders we don't even wait till that night: they are backed up instantly.

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For info call 1-888-4-VIAWEB or send mail to [sales@viaweb.com](mailto:sales@viaweb.com)



Web design firms and freelancers who would like to use Viaweb to design stores for their clients are eligible for a 10-15% discount off our regular rates.

If you want to make your mark on the Web, we don't think you'll find a better opportunity anywhere. Viaweb lets you get into the business of building online stores with no more capital investment than a net connection and a browser. In fact, you can create your own online mall without even having to set up a server.

**FAST, FREE PROTOTYPES**

Nothing helps to convince a client like a real, live prototype of the site. So if you ever need an additional account to make a demo for a prospective client, all you have to do is ask. It costs nothing till your client says yes.

Our software makes it so fast to create sites that you may well get them to say yes the very next day. Most of your clients have read that it takes weeks to make even a simple online store. It used to, before tools like Viaweb existed. With Viaweb, you can create a great-looking demo site in one evening, and show it to the client the next morning.



And Viaweb is not just fast. It's also powerful, far more powerful than most users realize. Everything that appears on the page, both text and images, is defined by *templates* written in a scripting language called RTML. If you define your own templates using our online template editor, you can make sites that look however you want. And the predefined templates are freely available online, so you can get started by copying and modifying them.

RTML makes Viaweb a programmable platform for whatever you want to build. VARs who have tried it are amazed at how easy and how powerful RTML is. For an example of RTML in action, see [De La Concha](#).

We'll go out of our way to help you get started with RTML, because if you build amazing sites with our software, that makes us look good too.

**YOUR OWN MALL**

VARs often ask us if they can use Viaweb to create their own online mall, separate from Viamall. This is not only possible, but quite easy.

1. All you need is one Viaweb account for your mall, and one for each of the stores you want to put in it.
2. We can make [www.yourmall.com](http://www.yourmall.com) point directly to the front page of your mall, bypassing the Viamall page.
3. By changing two variables, you can replace the Viamall logo with a logo of your own choosing that leads back to the front page of your mall (or anywhere else).
4. Your clients will each be able to retrieve their orders separately, or you can retrieve them and pass them on.

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### **OUR APPROACH**

Our philosophy is to make the best tools, and let users do what they want with them. We don't want to take advantage of the fact that we own the server to impose restrictions on users.

Feeling ambitious? You came to the right place. Send us some mail or call us at (617) 876-2692 and we'll set you up with a demo account right away.

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For info call 1-888-4-VIAWEB or send mail to [sales@viaweb.com](mailto:sales@viaweb.com)



## OVERVIEW

RTML is a language for describing web sites. Like HyperTalk, it is designed to be easy for users with no programming experience. It is, however, quite a powerful language.

In Viaweb, every object (e.g. an item or section) has an RTML *template* that describes what its Web page should look like. An RTML template yields ordinary HTML as its output, but with RTML you can describe complex pages that would be impossibly burdensome to express directly in HTML, either by hand or with a WYSIWYG authoring tool.

1. RTML is a real programming language, not just a page description language (though it can be used simply as a page description language). As well as tags, it has variables, conditionals, iteration, subroutines, math operators, and so on.
2. RTML makes it possible to define the structure of a whole site, not just the contents of individual pages.
3. RTML can generate images, as well as text. You can define a simple button bar, for example, in about 30 lines.
4. RTML includes predefined versions of commonly needed cgi-scripts.
5. Like HTML, RTML is forgiving. If you make a mistake in a template, you may get a weird-looking page as a result, but you'll usually get something more than just an error message.
6. RTML has a structure editor for editing templates. Instead of typing in your whole program, you choose code units from a menu, then fill in the blanks. This approach eliminates the syntax errors that are usually such an obstacle to novice programmers. It is impossible to create an ill-formed RTML template.
7. RTML yields HTML as its output, so anything you can express in RTML can be viewed on an ordinary browser.

---

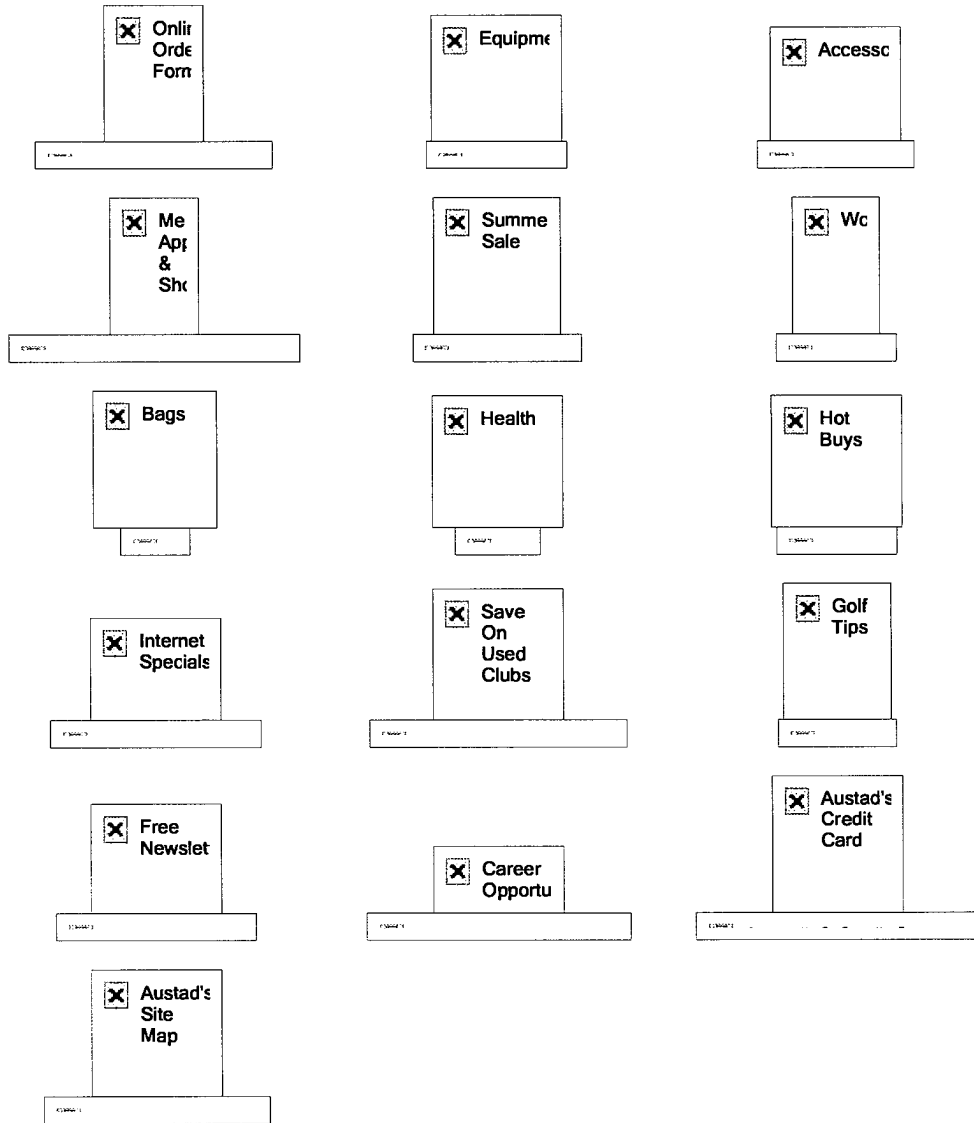
For info call 1-888-4-VIAWEB or send mail to [sales@viaweb.com](mailto:sales@viaweb.com)



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```

1 <HEAD><TITLE>Austad's Golf</TITLE></HEAD><BODY
2   BGCOLOR="#ffffff">
3   <!-- BEGIN WAYBACK TOOLBAR INSERT -->
4
5   <script type="text/javascript" src="http://staticweb.archive.org/js/disclaim-
6     element.js" ></script>
7   <script type="text/javascript" src="http://staticweb.archive.org/js/graph-calc.js"
8     ></script>
9   <script type="text/javascript"
10     src="http://staticweb.archive.org/jflot/jquery.min.js" ></script>
11   <script type="text/javascript">
12   //
13   var firstDate = 820454400000;
14   var lastDate = 1356998399999;
15   var wbPrefix = "http://web.archive.org/web/";
16   var wbCurrentUrl = "http://www.austads.com/front.html";
17
18   var curYear = -1;
19   var curMonth = -1;
20   var yearCount = 18;
21   var firstYear = 1996;
22   var imgWidth=450;
23   var yearImgWidth = 25;
24   var monthImgWidth = 2;
25   var trackerVal = "none";
26   var displayDay = "20";
27   var displayMonth = "May";
28   var displayYear = "1998";
29   var prettyMonths =
30     ["Jan", "Feb", "Mar", "Apr", "May", "Jun", "Jul", "Aug", "Sep", "Oct", "Nov", "Dec"];
31
32   function showTrackers(val) {
33     if(val == trackerVal) {
34       return;
35     }
36     if(val == "inline") {
37       document.getElementById("displayYearEl").style.color = "#ec008c";
38       document.getElementById("displayMonthEl").style.color = "#ec008c";
39       document.getElementById("displayDayEl").style.color = "#ec008c";
40
41     } else {
42       document.getElementById("displayYearEl").innerHTML = displayYear;
43       document.getElementById("displayYearEl").style.color = "#ff0";
44       document.getElementById("displayMonthEl").innerHTML = displayMonth;
45       document.getElementById("displayMonthEl").style.color = "#ff0";
46       document.getElementById("displayDayEl").innerHTML = displayDay;
47       document.getElementById("displayDayEl").style.color = "#ff0";
48     }
49     document.getElementById("wbMouseTrackYearImg").style.display = val;
50     document.getElementById("wbMouseTrackMonthImg").style.display = val;
51     trackerVal = val;
52   }
53   function getElementX2(obj) {
54     var thing = jQuery(obj);
55     if((thing == undefined)
56        || (typeof thing == "undefined")
57        || (typeof thing.offset == "undefined")) {
58       return getElementX(obj);
59     }
60     return Math.round(thing.offset().left);
61   }
62   function trackMouseMove(event,element) {
63     var eventX = getEventX(event);
64     var elementX = getElementX2(element);
65     var xOff = eventX - elementX;
</pre>
</div>
<div data-bbox="71 941 158 956" data-label="Page-Footer">
<p>about:blank</p>
</div>
<div data-bbox="644 938 771 957" data-label="Page-Footer">
<p>DFNDT 0005216</p>
</div>
<div data-bbox="845 938 951 955" data-label="Page-Footer">
<p>Page 1 of 13</p>
</div>
<div data-bbox="865 977 951 994" data-label="Page-Footer">
<p>Page 940</p>
</div>
```

```

62         if(xOff < 0) {
63             xOff = 0;
64         } else if(xOff > imgWidth) {
65             xOff = imgWidth;
66         }
67     var monthOff = xOff % yearImgWidth;
68
69     var year = Math.floor(xOff / yearImgWidth);
70     var yearStart = year * yearImgWidth;
71     var monthOfYear = Math.floor(monthOff / monthImgWidth);
72     if(monthOfYear > 11) {
73         monthOfYear = 11;
74     }
75     // 1 extra border pixel at the left edge of the year:
76     var month = (year * 12) + monthOfYear;
77     var day = 1;
78     if(monthOff % 2 == 1) {
79         day = 15;
80     }
81     var dateString =
82         zeroPad(year + firstYear) +
83         zeroPad(monthOfYear+1,2) +
84         zeroPad(day,2) + "000000";
85
86     var monthString = prettyMonths[monthOfYear];
87     document.getElementById("displayYearEl").innerHTML = year + 1996;
88     document.getElementById("displayMonthEl").innerHTML = monthString;
89     // looks too jarring when it changes..
90     //document.getElementById("displayDayEl").innerHTML = zeroPad(day,2);
91
92     var url = wbPrefix + dateString + '/' + wbCurrentUrl;
93     document.getElementById('wm-graph-anchor').href = url;
94
95     //document.getElementById("wmtbURL").value="evX("+eventX+") elX("+elementX+") xO
96     ("+xOff+") y("+year+") m("+month+") monthOff("+monthOff+") DS("+dateString+") Moy
97     ("+monthOfYear+") ms("+monthString+)";
98     if(curYear != year) {
99         var yrOff = year * yearImgWidth;
100        document.getElementById("wbMouseTrackYearImg").style.left = yrOff + "px";
101        curYear = year;
102    }
103    if(curMonth != month) {
104        var mtOff = year + (month * monthImgWidth) + 1;
105        document.getElementById("wbMouseTrackMonthImg").style.left = mtOff + "px";
106        curMonth = month;
107    }
108 }
109 //]]>
110 </script>
111
112 <style type="text/css">body{margin-top:0!important;padding-top:0!important;min-
113 width:800px!important;}#wm-ipp a:hover{text-decoration:underline!important;}
114 </style>
115 <div id="wm-ipp" style="display:none; position:relative;padding:0 5px;min-
116 height:70px;min-width:800px; z-index:9000;">
117 <div id="wm-ipp-inside" style="position:fixed;padding:0!important;margin:0!
118 important;width:97%;min-width:780px;border:5px solid #000;border-
119 top:none;background-image:url
120 (http://staticweb.archive.org/images/toolbar/wm_tb_bk_trns.png);text-align:center;-
121 moz-box-shadow:1px 1px 3px #333;-webkit-box-shadow:1px 1px 3px #333;box-shadow:1px
122 1px 3px #333;font-size:11px!important;font-family:'Lucida Grande','Arial',sans-
123 serif!important;">
124 <table style="border-
125 collapse:collapse;margin:0;padding:0;width:100%;"><tbody><tr>
126 <td style="padding:10px;vertical-align:top;min-width:110px;">
127 <a href="http://wayback.archive.org/web/" title="Wayback Machine home page"

```

```

style="background-color:transparent;border:none;"></a>
116 </td>
117 <td style="padding:0!important;text-align:center;vertical-align:top;width:100%;">
118
119 <table style="border-collapse:collapse;margin:0
auto;padding:0;width:570px;"><tbody><tr>
120 <td style="padding:3px 0;" colspan="2">
121 <form target="_top" method="get" action="http://wayback.archive.org/web/form-
submit.jsp" name="wmtb" id="wmtb" style="margin:0!important;padding:0!
important;"><input type="text" name="url" id="wmtbURL"
value="http://www.austads.com/front.html" style="width:400px;font-size:11px;font-
family:'Lucida Grande','Arial',sans-serif;" onfocus="javascript:this.focus
();this.select();" /><input type="hidden" name="type" value="replay" /><input
type="hidden" name="date" value="19980520113216" /><input type="submit" value="Go"
style="font-size:11px;font-family:'Lucida Grande','Arial',sans-serif;margin-
left:5px;" /><span id="wm_tb_options" style="display:block;"></span></form>
122 </td>
123 <td style="vertical-align:bottom;padding:5px 0 0 0!important;" rowspan="2">
124 <table style="border-collapse:collapse;width:110px;color:#99a;font-
family:'Helvetica','Lucida Grande','Arial',sans-serif;"><tbody>
125
126 <!-- NEXT/PREV MONTH NAV AND MONTH INDICATOR -->
127 <tr style="width:110px;height:16px;font-size:10px!important;">
128 <td style="padding-right:9px;font-size:11px!important;font-
weight:bold;text-transform:uppercase;text-align:right;white-
space:nowrap;overflow:visible;" nowrap="nowrap">
129
130 <div style="text-align:center">
131 <span>Apr</span>
132 </div>
133 <td id="displayMonthEl" style="background:#000;color:#ff0;font-
size:11px!important;font-weight:bold;text-
transform:uppercase;width:34px;height:15px;padding-top:1px;text-align:center;"
title="You are here: 11:32:16 May 20, 1998">MAY</td>
134 <td style="padding-left:9px;font-size:11px!
important;font-weight:bold;text-transform:uppercase;white-
space:nowrap;overflow:visible;" nowrap="nowrap">
135
136 <a
href="http://web.archive.org/web/19990209175051/http://austads.com/front.html"
style="text-decoration:none;color:#33f;font-weight:bold;background-
color:transparent;border:none;" title="9 Feb 1999"><strong>FEB</strong></a>
137 </td>
138 </tr>
139 </tbody></table>
140
141 <!-- NEXT/PREV CAPTURE NAV AND DAY OF MONTH INDICATOR -->
142 <tr>
143 <td style="padding-right:9px;white-
space:nowrap;overflow:visible;text-align:right!important;vertical-align:middle!
important;" nowrap="nowrap">
144
145 <div style="text-align:center">
146 
147 </div>
148 <td id="displayDayEl"
style="background:#000;color:#ff0;width:34px;height:24px;padding:2px 0 0 0;text-
align:center;font-size:24px;font-weight:bold;" title="You are here: 11:32:16 May
20, 1998">20</td>
149 <td style="padding-left:9px;white-
space:nowrap;overflow:visible;text-align:left!important;vertical-align:middle!
important;" nowrap="nowrap">

```



150

151

```

      <a
href="http://web.archive.org/web/19990209175051/http://austads.com/front.html"
title="17:50:51 Feb 9, 1999" style="background-
color:transparent;border:none;"></a>

```

152

153

```

      </td>

```

154

```

    </tr>

```

155

```

    <!-- NEXT/PREV YEAR NAV AND YEAR INDICATOR -->

```

156

```

    <tr style="width:110px;height:13px;font-size:9px!important;">

```

157

```

        <td style="padding-right:9px;font-size:11px!

```

158

```

important;font-weight: bold;text-align:right;white-space:nowrap;overflow:visible;"
nowrap="nowrap">

```

159

1997

160

161

```

    </td>

```

162

```

    <td id="displayYearEl" style="background:#000;color:#ff0;font-
size:11px!important;padding-top:1px;width:34px;height:13px;text-
align:center;" title="You are here: 11:32:16 May 20, 1998">1998</td>

```

163

164

```

    <td style="padding-left:9px;font-size:11px!
important;font-weight: bold;white-space:nowrap;overflow:visible;" nowrap="nowrap">

```

165

166

```

      <a

```

```

href="http://web.archive.org/web/20030104101212/http://www.austads.com/front.html"
style="text-decoration:none;color:#33f;font-weight:bold;background-
color:transparent;border:none;" title="4 Jan 2003"><strong>2003</strong></a>

```

167

168

```

    </td>

```

169

```

  </tr>

```

170

```

  </tbody></table>

```

171

```

</td>

```

172

```

</tr>

```

173

```

<tr>

```

174

```

  <td style="vertical-align:middle;padding:0!important;">

```

175

176

```

    <a

```

```

href="http://wayback.archive.org/web/19980520113216*/http://www.austads.com/front.h
tml" style="color:#33f;font-size:11px;font-weight:bold;background-
color:transparent;border:none;" title="See a list of every capture for this
URL"><strong>3 captures</strong></a>

```

177

```

    <div style="margin:0!important;padding:0!important;color:#666;font-
size:9px;padding-top:2px!important;white-space:nowrap;" title="Timespan for
captures of this URL">20 May 98 - 4 Jan 03</div>

```

178

```

  </td>

```

179

```

  <td style="padding:0!important;">

```

180

```

  <a style="position:relative; white-space:nowrap; width:450px;height:27px;"
href="" id="wm-graph-anchor">

```

181

```

  <div id="wm-ipp-sparkline" style="position:relative; white-space:nowrap;
width:450px;height:27px;background-color:#fff;cursor:pointer;border-right:1px
solid #ccc;" title="Explore captures for this URL">

```

182

```

    </img>
191         </img>
197         </img>
203     </div>
204     </a>
205
206     </td>
207 </tr></tbody></table>
208 </td>
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213 </tr></tbody></table>
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218     var wmDisclaimBanner = document.getElementById("wm-ipp");
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low
233 discount prices.
234 If you find a lower nationally advertised price on an
235 identical product, we'll match it! See our <a
href="http://web.archive.org/web/19980520113216/http://www.austads.com/info.html#Lo
wPrice">Low Price Guarantee</a> for details.<P>
236 We guarantee your satisfaction!
237 We want you to be 100% satisfied with your purchase.
238 If for any reason you are not completely satisfied with anything you buy from
Austad's,
239 feel free to return it in new or
240 like-new condition <b>within 30 days</b> along with the original packaging
241 and we'll gladly exchange your
242 purchase or refund your money (excluding delivery charges) ...NO QUESTIONS ASKED!
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416 to its terms.<BR>  
417 Trademarks are owned by Austad Holdings, Inc.<BR>  
418 Web site design©1998, Hanover Catalog Holdings, Inc. </FONT>  
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426 JAVASCRIPT APPENDED BY WAYBACK MACHINE, COPYRIGHT INTERNET ARCHIVE.  
427  
428 ALL OTHER CONTENT MAY ALSO BE PROTECTED BY COPYRIGHT (17 U.S.C.  
429 SECTION 108(a)(3)).  
430 -->  
431



## Welcome to the Frederick's of Hollywood Website!

Now you have **THREE** ways to shop at Frederick's!

Yes, you can still find a wide selection of exciting lingerie and intimate apparel at any of our 200 specialty stores. (Click [HERE](#) to find the store nearest you.)

And, yes, you can still select your favorite Frederick's outfits from our free catalog. (Click [HERE](#), tell us your address, and we'll mail you one!)

But now you can also shop at Frederick's right here on the Internet! At our online store, you'll find Frederick's exclusive designs in glamorous dresses, daring sportswear, sexy lingerie, unique bras, innovative footwear, seductive shapewear -- in addition to our special hosiery and menswear collection.

So, please use our Website to:

- find your nearest Frederick's store;
- request a free Frederick's catalog;

Welcome to Frederick's of Hollywood!

- **shop for Frederick's clothing right now!**

**Happy shopping -- and be sure to check out our exclusive Internet Specials!**

---

Homepage design by Lazar Productions, creators of The Gigaplex.

---



STORE LOCATOR

FREE COUPON

STORE  
VALUE ITEMS

FREE CATALOG

SHOP ONLINE

MODELS

MUSEUM

HISTORY

ASK  
MR. FREDERICK

FEEDBACK

[Store Locator](#)

[Coupon](#)

[Free Catalog](#)

[Store Value Items](#)

[Shop Online](#)

[Meet the Models](#)

[Lingerie Museum](#)

[History](#)

[Ask Mr. Frederick](#)

[Feedback](#)

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Web services contributed by [Lazar Productions](#).

```
1 <HTML>
2 <HEAD><TITLE>Frederick's of Hollywood: Home Page</TITLE>
3   <meta name="keywords" content=
4     "accessories,
5     activewear,
6     ankle strap,
7     baby doll,
8     bandanna,
9     bandeau,
10    bangs,
11    bare,
12    bare breasted,
13    basque,
14    beautiful,
15    beauty,
16    belt,
17    bikini,
18    boardshort,
19    bodice,
20    bodystocking,
21    bodysuit,
22    bold and beautiful,
23    boned,
24    boning,
25    boudior,
26    bow,
27    boxer,
28    bra collection,
29    bralette,
30    breast,
31    breasts,
32    brief,
33    briefs,
34    bustier,
35    bustline,
36    butt,
37    calendar,
38    cami set,
39    camisette,
40    camisole,
41    cardigan,
42    cashmere,
43    catsuit,
44    catsuits,
45    challis,
46    charmeuse,
47    chemise,
48    chiffon,
49    cincher,
50    cleavage,
51    control,
52    corduroy,
53    corset,
54    corset,
55    costume,
56    cotton,
57    crepe,
58    criss-cross,
59    crop top,
60    crotch,
61    crotchless,
62    crotchless panties,
63    cup,
64    cup size,
65    cups,
66    decollete,
```

0 / demi bras,  
68 denim,  
69 derriere,  
70 double-breasted,  
71 dress,  
72 dresses,  
73 elegant,  
74 falsie,  
75 falsies,  
76 fanny,  
77 fashion,  
78 female,  
79 feminine,  
80 fishnet,  
81 fishnet catsuit,  
82 flirt,  
83 footwear,  
84 frederic,  
85 frederic hollywood,  
86 frederick,  
87 fredericks,  
88 Fredericks,  
89 FREDERICKS,  
90 frederick's,  
91 Frederick's,  
92 FREDERICK'S,  
93 fredericks hollywood,  
94 Fredericks Hollywood,  
95 fredericks of hollywood,  
96 Fredericks of Hollywood,  
97 FREDERICKS OF HOLLYWOOD,  
98 frederick's of hollywood,  
99 FREDERICK'S OF HOLLYWOOD,  
100 frederic's,  
101 frederic's hollywood,  
102 frederic's of hollywood,  
103 fredrick,  
104 fredricks,  
105 fredrick's,  
106 fredricks of hollywood,  
107 fredrick's of hollywood,  
108 G-string,  
109 garter,  
110 garter belt,  
111 garters,  
112 gingham,  
113 girdle,  
114 glamour,  
115 glitter,  
116 glove,  
117 gloves,  
118 gown,  
119 halter,  
120 handbag,  
121 hemline,  
122 high heel,  
123 high heeled shoes,  
124 hollywood,  
125 hosiery,  
126 hotpant,  
127 hourglass,  
128 inch pincher,  
129 jacket,  
130 jacquard,  
131 jeans,  
132 jewelry,

133

133 juniors,  
134 kidskin,  
135 kimono,  
136 knit,  
137 lace,  
138 lace panties,  
139 lame',  
140 large size,  
141 large sizes,  
142 leather,  
143 leggings,  
144 legging,  
145 linen,  
146 lingerie,  
147 longline bra,  
148 longsleeved,  
149 lounge,  
150 loungewear,  
151 luxurious,  
152 lycra,  
153 lycra catsuit,  
154 lycra spandex,  
155 male,  
156 maribou,  
157 masculine,  
158 men,  
159 menswear,  
160 mini skirt,  
161 mini skirts,  
162 minishirt,  
163 minishirts,  
164 misses,  
165 missy,  
166 models,  
167 monokini,  
168 natural,  
169 necklace,  
170 neckline,  
171 nude,  
172 nylon panties,  
173 nylon stockings,  
174 op art,  
175 open crotch,  
176 padded,  
177 pads,  
178 panties,  
179 pantyhose,  
180 pareo,  
181 peignoir,  
182 picot,  
183 platform,  
184 playsuit,  
185 plaything,  
186 plunge,  
187 plus size,  
188 plus sizes,  
189 prettiest,  
190 pretty,  
191 pump,  
192 push-up,  
193 pushup,  
194 pushup bra,  
195 rhinestone,  
196 ring,  
197 robe,  
198 romance,

100



199 sandal,  
200 sarong,  
201 satin,  
202 scoop,  
203 seductive,  
204 sensuous,  
205 sex,  
206 sexy,  
207 sexy thighs,  
208 shape,  
209 shapely,  
210 shapewear,  
211 shawl,  
212 sheer,  
213 sheer panties,  
214 shoes,  
215 short,  
216 shorts,  
217 showgirl,  
218 silicone,  
219 skirt,  
220 skort,  
221 sleepshirt,  
222 sleeveless,  
223 slimhose,  
224 slimmer,  
225 snap crotch,  
226 soap opera,  
227 spandex,  
228 sparkle,  
229 spice,  
230 spike,  
231 stay-up stockings,  
232 stiletto,  
233 stirrup,  
234 strapless,  
235 style,  
236 stylish,  
237 suede,  
238 sultry,  
239 surplice,  
240 suspender catsuit,  
241 suspender pantyhose,  
242 sweater,  
243 swimshort,  
244 swimtrunk,  
245 swimwear,  
246 taffeta,  
247 tank top,  
248 tap pant,  
249 tattoo,  
250 teddisette,  
251 teddy,  
252 tee,  
253 the bold and the beautiful,  
254 thong,  
255 thong back,  
256 tresses,  
257 tricot,  
258 tunic,  
259 underdressing,  
260 undergarment,  
261 undergarments,  
262 underwire,  
263 underwired,  
264 vamp,

265

```

265 velvet,
266 voluptuous,
267 waist cincher,
268 wedding,
269 wedding gown,
270 wigs,
271 wonderbra">
272 </HEAD>
273 <BODY bgcolor="ffffff" link="9933cc" vlink="9933cc">
274 <!-- BEGIN WAYBACK TOOLBAR INSERT -->
275
276 <script type="text/javascript" src="http://staticweb.archive.org/js/disclaim-
element.js" ></script>
277 <script type="text/javascript" src="http://staticweb.archive.org/js/graph-calc.js"
></script>
278 <script type="text/javascript"
src="http://staticweb.archive.org/jflot/jquery.min.js" ></script>
279 <script type="text/javascript">
280 //
281 var firstDate = 820454400000;
282 var lastDate = 1356998399999;
283 var wbPrefix = "http://web.archive.org/web/";
284 var wbCurrentUrl = "http://www.fredericks.com/";
285
286 var curYear = -1;
287 var curMonth = -1;
288 var yearCount = 17;
289 var firstYear = 1996;
290 var imgWidth=425;
291 var yearImgWidth = 25;
292 var monthImgWidth = 2;
293 var trackerVal = "none";
294 var displayDay = "4";
295 var displayMonth = "Feb";
296 var displayYear = "1997";
297 var prettyMonths =
  ["Jan", "Feb", "Mar", "Apr", "May", "Jun", "Jul", "Aug", "Sep", "Oct", "Nov", "Dec"];
298
299 function showTrackers(val) {
300     if(val == trackerVal) {
301         return;
302     }
303     if(val == "inline") {
304         document.getElementById("displayYearEl").style.color = "#ec008c";
305         document.getElementById("displayMonthEl").style.color = "#ec008c";
306         document.getElementById("displayDayEl").style.color = "#ec008c";
307
308     } else {
309         document.getElementById("displayYearEl").innerHTML = displayYear;
310         document.getElementById("displayYearEl").style.color = "#ff0";
311         document.getElementById("displayMonthEl").innerHTML = displayMonth;
312         document.getElementById("displayMonthEl").style.color = "#ff0";
313         document.getElementById("displayDayEl").innerHTML = displayDay;
314         document.getElementById("displayDayEl").style.color = "#ff0";
315     }
316     document.getElementById("wbMouseTrackYearImg").style.display = val;
317     document.getElementById("wbMouseTrackMonthImg").style.display = val;
318     trackerVal = val;
319 }
320 function getElementX2(obj) {
321     var thing = jQuery(obj);
322     if((thing == undefined)
323         || (typeof thing == "undefined")
324         || (typeof thing.offset == "undefined")) {
325         return getElementX(obj);
326     }
</pre>
</div>
<div data-bbox="71 941 159 956" data-label="Page-Footer">
<p>about:blank</p>
</div>
<div data-bbox="634 943 760 959" data-label="Page-Footer">
<p>DFNDT 0005236</p>
</div>
<div data-bbox="845 938 951 956" data-label="Page-Footer">
<p>Page 5 of 12</p>
</div>
<div data-bbox="865 977 951 994" data-label="Page-Footer">
<p>Page 960</p>
</div>
```

```

320         return Math.round(thing.offset().left);
327     }
328     function trackMouseMove(event,element) {
329
330         var eventX = getEventX(event);
331         var elementX = getElementX2(element);
332         var xOff = eventX - elementX;
333         if(xOff < 0) {
334             xOff = 0;
335         } else if(xOff > imgWidth) {
336             xOff = imgWidth;
337         }
338         var monthOff = xOff % yearImgWidth;
339
340         var year = Math.floor(xOff / yearImgWidth);
341         var yearStart = year * yearImgWidth;
342         var monthOfYear = Math.floor(monthOff / monthImgWidth);
343         if(monthOfYear > 11) {
344             monthOfYear = 11;
345         }
346         // 1 extra border pixel at the left edge of the year:
347         var month = (year * 12) + monthOfYear;
348         var day = 1;
349         if(monthOff % 2 == 1) {
350             day = 15;
351         }
352         var dateString =
353             zeroPad(year + firstYear) +
354             zeroPad(monthOfYear+1,2) +
355             zeroPad(day,2) + "000000";
356
357         var monthString = prettyMonths[monthOfYear];
358         document.getElementById("displayYearEl").innerHTML = year + 1996;
359         document.getElementById("displayMonthEl").innerHTML = monthString;
360         // looks too jarring when it changes..
361         //document.getElementById("displayDayEl").innerHTML = zeroPad(day,2);
362
363         var url = wbPrefix + dateString + '/' + wbCurrentUrl;
364         document.getElementById('wm-graph-anchor').href = url;
365
366         //document.getElementById("wmtbURL").value="evX("+eventX+") elX("+elementX+") x0
("xOff+") y("+year+") m("+month+") monthOff("+monthOff+") DS("+dateString+") Moy
("+monthOfYear+") ms("+monthString+)";
367         if(curYear != year) {
368             var yrOff = year * yearImgWidth;
369             document.getElementById("wbMouseTrackYearImg").style.left = yrOff + "px";
370             curYear = year;
371         }
372         if(curMonth != month) {
373             var mtOff = year + (month * monthImgWidth) + 1;
374             document.getElementById("wbMouseTrackMonthImg").style.left = mtOff + "px";
375             curMonth = month;
376         }
377     }
378     //]]>
379 </script>
380
381 <style type="text/css">body{margin-top:0!important;padding-top:0!important;min-
width:800px!important;}#wm-ipp a:hover{text-decoration:underline!important;}
</style>
382 <div id="wm-ipp" style="display:none; position:relative;padding:0 5px;min-
height:70px;min-width:800px; z-index:9000;">
383 <div id="wm-ipp-inside" style="position:fixed;padding:0!important;margin:0!
important;width:97%;min-width:780px;border:5px solid #000;border-
top:none;background-image:url
(http://staticweb.archive.org/images/toolbar/wm_tb_bk_trns.png);text-align:center;-

```

```

moz-box-shadow:1px 1px 3px #333;-webkit-box-shadow:1px 1px 3px #333;box-shadow:1px
1px 3px #333;font-size:11px!important;font-family:'Lucida Grande','Arial',sans-
384 <table style="border-
collapse:collapse;margin:0;padding:0;width:100%;"><tbody><tr>
385 <td style="padding:10px;vertical-align:top;min-width:110px;">
386 <a href="http://wayback.archive.org/web/" title="Wayback Machine home page"
style="background-color:transparent;border:none;"></a>
387 </td>
388 <td style="padding:0!important;text-align:center;vertical-align:top;width:100%;">
389
390 <table style="border-collapse:collapse;margin:0
auto;padding:0;width:570px;"><tbody><tr>
391 <td style="padding:3px 0;" colspan="2">
392 <form target="_top" method="get" action="http://wayback.archive.org/web/form-
submit.jsp" name="wmtb" id="wmtb" style="margin:0!important;padding:0!
important;"><input type="text" name="url" id="wmtbURL"
value="http://www.fredericks.com/" style="width:400px;font-size:11px;font-
family:'Lucida Grande','Arial',sans-serif;" onfocus="javascript:this.focus
();this.select();" /><input type="hidden" name="type" value="replay" /><input
type="hidden" name="date" value="19970204192119" /><input type="submit" value="Go"
style="font-size:11px;font-family:'Lucida Grande','Arial',sans-serif;margin-
left:5px;" /><span id="wm_tb_options" style="display:block;"></span></form>
393 </td>
394 <td style="vertical-align:bottom;padding:5px 0 0 0!important;" rowspan="2">
395 <table style="border-collapse:collapse;width:110px;color:#99a;font-
family:'Helvetica','Lucida Grande','Arial',sans-serif;"><tbody>
396
397 <!-- NEXT/PREV MONTH NAV AND MONTH INDICATOR -->
398 <tr style="width:110px;height:16px;font-size:10px!important;">
399 <td style="padding-right:9px;font-size:11px!important;font-
weight:bold;text-transform:uppercase;text-align:right;white-
space:nowrap;overflow:visible;" nowrap="nowrap">
400
401 <a
href="http://web.archive.org/web/19961222012943/http://www.fredericks.com/"
style="text-decoration:none;color:#33f;font-weight:bold;background-
color:transparent;border:none;" title="22 Dec 1996"><strong>DEC</strong></a>
402
403 </td>
404 <td id="displayMonthEl" style="background:#000;color:#ff0;font-
size:11px!important;font-weight:bold;text-
transform:uppercase;width:34px;height:15px;padding-top:1px;text-align:center;"
title="You are here: 19:21:19 Feb 4, 1997">FEB</td>
405 <td style="padding-left:9px;font-size:11px!
important;font-weight:bold;text-transform:uppercase;white-
space:nowrap;overflow:visible;" nowrap="nowrap">
406
407 <a
href="http://web.archive.org/web/19970418072212/http://www.fredericks.com/"
style="text-decoration:none;color:#33f;font-weight:bold;background-
color:transparent;border:none;" title="18 Apr 1997"><strong>APR</strong></a>
408
409 </td>
410 </tr>
411
412 <!-- NEXT/PREV CAPTURE NAV AND DAY OF MONTH INDICATOR -->
413 <tr>
414 <td style="padding-right:9px;white-
space:nowrap;overflow:visible;text-align:right!important;vertical-align:middle!
important;" nowrap="nowrap">
415
416 <a
href="http://web.archive.org/web/19961222012943/http://www.fredericks.com/"

```

```

title="1:29:43 Dec 22, 1996" style="background-color:transparent;border:none;"></a>
417
418         </td>
419         <td id="displayDayEl"
style="background:#000;color:#ff0;width:34px;height:24px;padding:2px 0 0 0;text-
align:center;font-size:24px;font-weight: bold;" title="You are here: 19:21:19 Feb
4, 1997">4</td>
420
421                 <td style="padding-left:9px;white-
space:nowrap;overflow:visible;text-align:left!important;vertical-align:middle!
important;" nowrap="nowrap">
422
423                         <a
href="http://web.archive.org/web/19970418072212/http://www.fredericks.com/"
title="7:22:12 Apr 18, 1997" style="background-
color:transparent;border:none;"></a>
423
424                 </td>
425         </tr>
426
427         <!-- NEXT/PREV YEAR NAV AND YEAR INDICATOR -->
428         <tr style="width:110px;height:13px;font-size:9px!important;">
429                 <td style="padding-right:9px;font-size:11px!
important;font-weight: bold;text-align:right;white-space:nowrap;overflow:visible;"
nowrap="nowrap">
430
431                         1996
432
433                 </td>
434                 <td id="displayYearEl" style="background:#000;color:#ff0;font-
size:11px!important;font-weight: bold;padding-top:1px;width:34px;height:13px;text-
align:center;" title="You are here: 19:21:19 Feb 4, 1997">1997</td>
435                 <td style="padding-left:9px;font-size:11px!
important;font-weight: bold;white-space:nowrap;overflow:visible;" nowrap="nowrap">
436
437                         <a
href="http://web.archive.org/web/19981212014045/http://fredericks.com/"
style="text-decoration:none;color:#33f;font-weight:bold;background-
color:transparent;border:none;" title="12 Dec 1998"><strong>1998</strong></a>
438
439                 </td>
440         </tr>
441     </tbody></table>
442 </td>
443
444 </tr>
445 <tr>
446     <td style="vertical-align:middle;padding:0!important;">
447         <a
href="http://wayback.archive.org/web/19970204192119*/http://www.fredericks.com/"
style="color:#33f;font-size:11px;font-weight:bold;background-
color:transparent;border:none;" title="See a list of every capture for this
URL"><strong>1,046 captures</strong></a>
448         <div style="margin:0!important;padding:0!important;color:#666;font-
size:9px;padding-top:2px!important;white-space:nowrap;" title="Timespan for
captures of this URL">4 Nov 96 - 26 Jul 11</div>
449     </td>
450     <td style="padding:0!important;">
451         <a style="position:relative; white-space:nowrap; width:425px;height:27px;"
href="" id="wm-graph-anchor">
452         <div id="wm-ipp-sparkline" style="position:relative; white-space:nowrap;
width:425px;height:27px;background-color:#fff;cursor:pointer;border-right:1px
solid #ccc;" title="Explore captures for this URL">

```

```

453         </img>
462         </img>
468         </img>
474     </div>
475     </a>
476 </td>
477 </tr></tbody></table>
478 </td>
479 <td style="text-align:right;padding:5px;width:65px;font-size:11px!important;">
480     <a href="javascript:;" onclick="document.getElementById('wm-
481     ipp').style.display='none';" style="display:block;padding-right:18px;background:url
(http://staticweb.archive.org/images/toolbar/wm_tb_close.png) no-repeat 100%
0;color:#33f;font-family:'Lucida Grande','Arial',sans-serif;margin-
bottom:23px;background-color:transparent;border:none;" title="Close the
toolbar">Close</a>
482     <a href="http://faq.web.archive.org/" style="display:block;padding-
right:18px;background:url
(http://staticweb.archive.org/images/toolbar/wm_tb_help.png) no-repeat 100%
0;color:#33f;font-family:'Lucida Grande','Arial',sans-serif;background-
color:transparent;border:none;" title="Get some help using the Wayback
Machine">Help</a>
483     </td>
484 </tr></tbody></table>
485 </div>
486 </div>
487 </div>
488 <script type="text/javascript">
489     var wmDisclaimBanner = document.getElementById("wm-ipp");
490     if(wmDisclaimBanner != null) {
491         disclaimElement(wmDisclaimBanner);
492     }
493 </script>
494 <!-- END WAYBACK TOOLBAR INSERT -->
495

```

```

490 <CENTER>
497 <TABLE width=450 CELLSPACING=0 CELLPADDING=0 BORDER=0>
498 <TR><TD>
499
500 <TABLE width=98 CELLSPACING=0 CELLPADDING=0 BORDER=0>
501 <TD width=19 height=390 ALIGN=LEFT VALIGN=TOP COLSPAN=0>
502
503 </TD><TD width=60 ALIGN=CENTER VALIGN=TOP COLSPAN=0><br>
504 <br>
505 <br>
506 <br>
507 </TD>
508 <TD ALIGN=left VALIGN=TOP COLSPAN=0 width=19 height=390></TD></tr>
509 </table>
510 </td>
511 <TD ALIGN=left VALIGN=TOP COLSPAN=0 ROWSPAN=0>
512 <TABLE width=350 CELLSPACING=0 CELLPADDING=0 BORDER=0>
513 <tr><TD width=350 ALIGN=left VALIGN=top>
514 </TD></tr>
515 </table>
516 </TD><TD ALIGN=RIGHT VALIGN=MIDDLE COLSPAN=0 ROWSPAN=0>
517 <TABLE CELLSPACING=0 CELLPADDING=0 BORDER=0>
518 <TR>
519 <TD><A
  href="http://web.archive.org/web/19970204192119/http://www.fredericks.com/storeloca
  tor.html"></TD></tr><tr>
520
521 <TD><A
  href="http://web.archive.org/web/19970204192119/http://www.fredericks.com/coupon/">
522 </TD></tr><tr>
523
524 <TD><A
  href="http://web.archive.org/web/19970204192119/http://www.fredericks.com/value/">
525 </TD></tr><tr>
526
527 <TD><a
  href="http://web.archive.org/web/19970204192119/http://www.fredericks.com/order.htm
  l"></TD></tr><tr>
528
529 <TD><A
  href="http://web.archive.org/web/19970204192119/http://www.viamall.com/fredholly/">
530 </TD></tr><tr>
531 <TD><A
532 href="http://web.archive.org/web/19970204192119/http://www.fredericks.com/models/">
533 </TD></TR></tr><tr>
534 <TD><A
535 href="http://web.archive.org/web/19970204192119/http://www.fredericks.com/museum/">
536 </A></TD></tr><tr>
538 <TD><A
539 href="http://web.archive.org/web/19970204192119/http://www.fredericks.com/history/"
></A></TD></tr><tr>
540 <TD><A
541 href="http://web.archive.org/web/19970204192119/http://www.fredericks.com/ask/"><im
g
src="http://web.archive.org/web/19970204192119im_/http://www.fredericks.com/foh_ask
1.gif" width=109 height=38 border=0 alt="Ask Mr. Frederick"></A></TD></tr><tr>
542 <TD><A
543 href="http://web.archive.org/web/19970204192119/http://www.fredericks.com/fredform.
html"></A></TD></tr>
544 <tr><td><CENTER><FONT SIZE=-2><A
545 href="http://web.archive.org/web/19970204192119/http://www.fredericks.com/storeloca
tor.html">Store Locator</a><br>
546 <A
href="http://web.archive.org/web/19970204192119/http://www.fredericks.com/coupon/">
Coupon</a><br>
547 <a
href="http://web.archive.org/web/19970204192119/http://www.fredericks.com/order.htm
l">Free Catalog</a><br>
548 <a
href="http://web.archive.org/web/19970204192119/http://www.fredericks.com/value/">S
tore Value Items</a><BR>
549 <A
href="http://web.archive.org/web/19970204192119/http://www.viamall.com/fredholly/">
Shop Online</a><br>
550 <A
href="http://web.archive.org/web/19970204192119/http://www.fredericks.com/models/">
Meet the Models</a><br>
551 <A
href="http://web.archive.org/web/19970204192119/http://www.fredericks.com/museum/">
Lingerie Museum </a><br>
552 <A
href="http://web.archive.org/web/19970204192119/http://www.fredericks.com/history/"
>History</a><br>
553 <A
href="http://web.archive.org/web/19970204192119/http://www.fredericks.com/ask/">Ask
Mr. Frederick</a><br>
554 <A
href="http://web.archive.org/web/19970204192119/http://www.fredericks.com/fredform.
html">Feedback</a><br>
555 </FONT></CENTER>
556 </td></tr>
E E 7
```



```
557 </TABLE></td></tr></TABLE>
558
559
560 <p>
561 <center>
562
563 <p><FONT SIZE="-1">
564 &copy; 1996, 1997 Frederick's of Hollywood. All rights reserved. <BR>
565 Web services contributed by <a href="mailto:lazar@gigaplex.com">
566 Lazar Productions</a>.
567 </center>
568
569
570 </BODY>
571 </HTML>
572
573
574
575
576
577 <!--
578 FILE ARCHIVED ON 19:21:19 Feb 4, 1997 AND RETRIEVED FROM THE
579 INTERNET ARCHIVE ON 20:02:48 Feb 3, 2012.
580 JAVASCRIPT APPENDED BY WAYBACK MACHINE, COPYRIGHT INTERNET ARCHIVE.
581
582 ALL OTHER CONTENT MAY ALSO BE PROTECTED BY COPYRIGHT (17 U.S.C.
583 SECTION 108(a)(3)).
584 -->
585
```

```

1 <HTML>
2 <HEAD><TITLE>Welcome to Frederick's of Hollywood!</TITLE></HEAD>
3 <BODY BGCOLOR="#457EDF" TEXT="#000000" LINK="#FFFF00" VLINK="#FFFF00"
  BACKGROUND="http://web.archive.org/web/19961104223942im_/http://www.fredericks.com/
  fredblue.gif">
4 <!-- BEGIN WAYBACK TOOLBAR INSERT -->
5
6 <script type="text/javascript" src="http://staticweb.archive.org/js/disclaim-
  element.js" ></script>
7 <script type="text/javascript" src="http://staticweb.archive.org/js/graph-calc.js"
  ></script>
8 <script type="text/javascript"
  src="http://staticweb.archive.org/jflot/jquery.min.js" ></script>
9 <script type="text/javascript">
10 //
11 var firstDate = 820454400000;
12 var lastDate = 1356998399999;
13 var wbPrefix = "http://web.archive.org/web/";
14 var wbCurrentUrl = "http://www.fredericks.com/";
15
16 var curYear = -1;
17 var curMonth = -1;
18 var yearCount = 17;
19 var firstYear = 1996;
20 var imgWidth=425;
21 var yearImgWidth = 25;
22 var monthImgWidth = 2;
23 var trackerVal = "none";
24 var displayDay = "4";
25 var displayMonth = "Nov";
26 var displayYear = "1996";
27 var prettyMonths =
  ["Jan", "Feb", "Mar", "Apr", "May", "Jun", "Jul", "Aug", "Sep", "Oct", "Nov", "Dec"];
28
29 function showTrackers(val) {
30     if(val == trackerVal) {
31         return;
32     }
33     if(val == "inline") {
34         document.getElementById("displayYearEl").style.color = "#ec008c";
35         document.getElementById("displayMonthEl").style.color = "#ec008c";
36         document.getElementById("displayDayEl").style.color = "#ec008c";
37
38     } else {
39         document.getElementById("displayYearEl").innerHTML = displayYear;
40         document.getElementById("displayYearEl").style.color = "#ff0";
41         document.getElementById("displayMonthEl").innerHTML = displayMonth;
42         document.getElementById("displayMonthEl").style.color = "#ff0";
43         document.getElementById("displayDayEl").innerHTML = displayDay;
44         document.getElementById("displayDayEl").style.color = "#ff0";
45     }
46     document.getElementById("wbMouseTrackYearImg").style.display = val;
47     document.getElementById("wbMouseTrackMonthImg").style.display = val;
48     trackerVal = val;
49 }
50 function getElementX2(obj) {
51     var thing = jQuery(obj);
52     if((thing == undefined)
53         || (typeof thing == "undefined")
54         || (typeof thing.offset == "undefined")) {
55         return getElementX(obj);
56     }
57     return Math.round(thing.offset().left);
58 }
59 function trackMouseMove(event,element) {
</pre>
</div>
<div data-bbox="69 938 157 954" data-label="Page-Footer">
<p>about:blank</p>
</div>
<div data-bbox="647 939 773 956" data-label="Page-Footer">
<p>DFNDT 0005244</p>
</div>
<div data-bbox="852 937 949 954" data-label="Page-Footer">
<p>Page 1 of 7</p>
</div>
<div data-bbox="866 977 952 994" data-label="Page-Footer">
<p>Page 968</p>
</div>
```

```

00     var eventX = getElementX(event);
61     var elementX = getElementX2(element);
62     var xOff = eventX - elementX;
63         if(xOff < 0) {
64             xOff = 0;
65         } else if(xOff > imgWidth) {
66             xOff = imgWidth;
67         }
68     var monthOff = xOff % yearImgWidth;
69
70     var year = Math.floor(xOff / yearImgWidth);
71         var yearStart = year * yearImgWidth;
72     var monthOfYear = Math.floor(monthOff / monthImgWidth);
73     if(monthOfYear > 11) {
74         monthOfYear = 11;
75     }
76     // 1 extra border pixel at the left edge of the year:
77     var month = (year * 12) + monthOfYear;
78     var day = 1;
79         if(monthOff % 2 == 1) {
80             day = 15;
81         }
82     var dateString =
83         zeroPad(year + firstYear) +
84         zeroPad(monthOfYear+1,2) +
85         zeroPad(day,2) + "000000";
86
87     var monthString = prettyMonths[monthOfYear];
88     document.getElementById("displayYearEl").innerHTML = year + 1996;
89     document.getElementById("displayMonthEl").innerHTML = monthString;
90     // looks too jarring when it changes..
91     //document.getElementById("displayDayEl").innerHTML = zeroPad(day,2);
92
93     var url = wbPrefix + dateString + '/' + wbCurrentUrl;
94     document.getElementById('wm-graph-anchor').href = url;
95
96     //document.getElementById("wmtbURL").value="evX("+eventX+") elX("+elementX+") xO
("xOff+") y("+year+") m("+month+") monthOff("+monthOff+") DS("+dateString+") Moy
("+monthOfYear+") ms("+monthString+)";
97     if(curYear != year) {
98         var yrOff = year * yearImgWidth;
99         document.getElementById("wbMouseTrackYearImg").style.left = yrOff + "px";
100        curYear = year;
101    }
102    if(curMonth != month) {
103        var mtOff = year + (month * monthImgWidth) + 1;
104        document.getElementById("wbMouseTrackMonthImg").style.left = mtOff + "px";
105        curMonth = month;
106    }
107 }
108 //]]>
109 </script>
110
111 <style type="text/css">body{margin-top:0!important;padding-top:0!important;min-
width:800px!important;}#wm-ipp a:hover{text-decoration:underline!important;}
</style>
112 <div id="wm-ipp" style="display:none; position:relative;padding:0 5px;min-
height:70px;min-width:800px; z-index:9000;">
113 <div id="wm-ipp-inside" style="position:fixed;padding:0!important;margin:0!
important;width:97%;min-width:780px;border:5px solid #000;border-
top:none;background-image:url
(http://staticweb.archive.org/images/toolbar/wm_tb_bk_trns.png);text-align:center;-
moz-box-shadow:1px 1px 3px #333;-webkit-box-shadow:1px 1px 3px #333;box-shadow:1px
1px 3px #333;font-size:11px!important;font-family:'Lucida Grande','Arial',sans-
serif!important;">
114     <table style="border-

```

```

collapse:collapse;margin:0;padding:0;width:100%;"><tbody><tr>
115     <td style="padding:10px;vertical-align:top;min-width:110px;">
116     <a href="http://wayback.archive.org/web/" title="Wayback Machine home page"
style="background-color:transparent;border:none;"></a>
117     </td>
118     <td style="padding:0!important;text-align:center;vertical-align:top;width:100%;">
119
120         <table style="border-collapse:collapse;margin:0
auto;padding:0;width:570px;"><tbody><tr>
121             <td style="padding:3px 0;" colspan="2">
122                 <form target="_top" method="get" action="http://wayback.archive.org/web/form-
submit.jsp" name="wmtb" id="wmtb" style="margin:0!important;padding:0!
important;"><input type="text" name="url" id="wmtbURL"
value="http://www.fredericks.com/" style="width:400px;font-size:11px;font-
family:'Lucida Grande','Arial',sans-serif;" onfocus="javascript:this.focus
();"this.select();" /><input type="hidden" name="type" value="replay" /><input
type="hidden" name="date" value="19961104223942" /><input type="submit" value="Go"
style="font-size:11px;font-family:'Lucida Grande','Arial',sans-serif;margin-
left:5px;" /><span id="wm_tb_options" style="display:block;"></span></form>
123             </td>
124             <td style="vertical-align:bottom;padding:5px 0 0 0!important;" rowspan="2">
125                 <table style="border-collapse:collapse;width:110px;color:#99a;font-
family:'Helvetica','Lucida Grande','Arial',sans-serif;"><tbody>
126
127                     <!-- NEXT/PREV MONTH NAV AND MONTH INDICATOR -->
128                     <tr style="width:110px;height:16px;font-size:10px!important;">
129                         <td style="padding-right:9px;font-size:11px!important;font-
weight:bold;text-transform:uppercase;text-align:right;white-
space:nowrap;overflow:visible;" nowrap="nowrap">
130
131                             Oct
132
133                         </td>
134                         <td id="displayMonthEl" style="background:#000;color:#ff0;font-
size:11px!important;font-weight:bold;text-
transform:uppercase;width:34px;height:15px;padding-top:1px;text-align:center;"
title="You are here: 22:39:42 Nov 4, 1996">NOV</td>
135                     <td style="padding-left:9px;font-size:11px!
important;font-weight:bold;text-transform:uppercase;white-
space:nowrap;overflow:visible;" nowrap="nowrap">
136
137                         <a
href="http://web.archive.org/web/19961222012943/http://www.fredericks.com/"
style="text-decoration:none;color:#33f;font-weight:bold;background-
color:transparent;border:none;" title="22 Dec 1996"><strong>DEC</strong></a>
138
139                         </td>
140                     </tr>
141
142                     <!-- NEXT/PREV CAPTURE NAV AND DAY OF MONTH INDICATOR -->
143                     <tr>
144                         <td style="padding-right:9px;white-
space:nowrap;overflow:visible;text-align:right!important;vertical-align:middle!
important;" nowrap="nowrap">
145
146                             
147
148                         </td>
149                         <td id="displayDayEl"
style="background:#000;color:#ff0;width:34px;height:24px;padding:2px 0 0 0;text-
align:center;font-size:24px;font-weight:bold;" title="You are here: 22:39:42 Nov
4, 1996">4</td>

```

```

150         <td style="padding-left:9px;white-
space:nowrap;overflow:visible;text-align:left!important;vertical-align:middle!
important;" nowrap="nowrap">
151
152         <a
href="http://web.archive.org/web/19961222012943/http://www.fredericks.com/"
title="1:29:43 Dec 22, 1996" style="background-
color:transparent;border:none;"></a>
153
154         </td>
155     </tr>
156
157     <!-- NEXT/PREV YEAR NAV AND YEAR INDICATOR -->
158     <tr style="width:110px;height:13px;font-size:9px!important;">
159         <td style="padding-right:9px;font-size:11px!
important;font-weight: bold;text-align:right;white-space:nowrap;overflow:visible;"
nowrap="nowrap">
160
161             1995
162
163         </td>
164         <td id="displayYearEl" style="background:#000;color:#ff0;font-
size:11px!important;font-weight: bold;padding-top:1px;width:34px;height:13px;text-
align:center;" title="You are here: 22:39:42 Nov 4, 1996">1996</td>
165         <td style="padding-left:9px;font-size:11px!
important;font-weight: bold;white-space:nowrap;overflow:visible;" nowrap="nowrap">
166
167         <a
href="http://web.archive.org/web/19980118071722/http://www.fredericks.com/"
style="text-decoration:none;color:#33f;font-weight:bold;background-
color:transparent;border:none;" title="18 Jan 1998"><strong>1998</strong></a>
168
169         </td>
170     </tr>
171 </tbody></table>
172 </td>
173
174 </tr>
175 <tr>
176 <td style="vertical-align:middle;padding:0!important;">
177     <a
href="http://wayback.archive.org/web/19961104223942*/http://www.fredericks.com/"
style="color:#33f;font-size:11px;font-weight:bold;background-
color:transparent;border:none;" title="See a list of every capture for this
URL"><strong>1,046 captures</strong></a>
178     <div style="margin:0!important;padding:0!important;color:#666;font-
size:9px;padding-top:2px!important;white-space:nowrap;" title="Timespan for
captures of this URL">4 Nov 96 - 26 Jul 11</div>
179 </td>
180 <td style="padding:0!important;">
181 <a style="position:relative; white-space:nowrap; width:425px;height:27px;"
href="" id="wm-graph-anchor">
182 <div id="wm-ipp-sparkline" style="position:relative; white-space:nowrap;
width:425px;height:27px;background-color:#fff;cursor:pointer;border-right:1px
solid #ccc;" title="Explore captures for this URL">
183 </img>
192         </img>
199             </img>
205         </div>
206     </a>
207 </td>
208 </tr></tbody></table>
209 </td>
210 <td style="text-align:right;padding:5px;width:65px;font-size:11px!important;">
211     <a href="javascript:;" onclick="document.getElementById('wm-
ipp').style.display='none';" style="display:block;padding-right:18px;background:url
(http://staticweb.archive.org/images/toolbar/wm_tb_close.png) no-repeat 100%
0;color:#33f;font-family:'Lucida Grande','Arial',sans-serif;margin-
bottom:23px;background-color:transparent;border:none;" title="Close the
toolbar">Close</a>
212     <a href="http://faq.web.archive.org/" style="display:block;padding-
right:18px;background:url
(http://staticweb.archive.org/images/toolbar/wm_tb_help.png) no-repeat 100%
0;color:#33f;font-family:'Lucida Grande','Arial',sans-serif;background-
color:transparent;border:none;" title="Get some help using the Wayback
Machine">Help</a>
213 </td>
214 </tr></tbody></table>
215
216 </div>
217 </div>
218 <script type="text/javascript">
219     var wmDisclaimBanner = document.getElementById("wm-ipp");
220     if(wmDisclaimBanner != null) {
221         disclaimElement(wmDisclaimBanner);
222     }
223 </script>
224 <!-- END WAYBACK TOOLBAR INSERT -->
225
226 <CENTER>
227 <IMG WIDTH=100 HEIGHT=106 BORDER=3
SRC="http://web.archive.org/web/19961104223942im_/http://www.fredericks.com/billboa
rd.gif" alt="SEXY LINGERIE & INTIMATE APPAREL">
228 <MAP NAME="fred">
229 <AREA SHAPE=rect COORDS="204,329,399,451"
HREF="http://web.archive.org/web/19961104223942/http://www.fredericks.com/storeloca
tor.html">
230 <AREA SHAPE=rect COORDS="2,328,200,451"

```

```

    HREF="http://web.archive.org/web/19961104223942/http://www.fredericks.com/order.html
">
231 <AREA SHAPE=rect COORDS="85,40,315,100"
    HREF="http://web.archive.org/web/19961104223942/http://www.ishops.com/fredholly">
232 <AREA SHAPE=poly COORDS="267,216,340,218,340,218,340,322,338,323,256,322,255,322"
    HREF="http://web.archive.org/web/19961104223942/http://www.ishops.com/fredholly/hos
cat.html">
233 <AREA SHAPE=poly COORDS="200,217,261,217,261,217,254,324,254,324,206,320,206,319"
    HREF="http://web.archive.org/web/19961104223942/http://www.ishops.com/fredholly/dre
sses.html">
234 <AREA SHAPE=poly COORDS="137,215,196,217,195,217,203,322,203,322,128,322,128,322"
    HREF="http://web.archive.org/web/19961104223942/http://www.ishops.com/fredholly/new
sec.html">
235 <AREA SHAPE=poly COORDS="53,208,133,217,133,217,124,322,124,322,55,320,55,320"
    HREF="http://web.archive.org/web/19961104223942/http://www.ishops.com/fredholly/non
am.html">
236 <AREA SHAPE=poly
    COORDS="269,104,335,105,335,105,338,213,338,213,249,211,248,211,256,149,256,149,274
,148,274,148"
    HREF="http://web.archive.org/web/19961104223942/http://www.ishops.com/fredholly/men
swear.html">
237 <AREA SHAPE=poly
    COORDS="190,110,189,175,189,175,212,177,212,178,215,201,215,202,247,205,247,205,249
,145,249,145,266,145,264,139,263,103,263,103,191,104,191,104"
    HREF="http://web.archive.org/web/19961104223942/http://www.ishops.com/fredholly/bra
s.html">
238 <AREA SHAPE=poly
    COORDS="149,109,187,110,186,110,185,180,184,180,210,182,208,182,207,210,206,210,119
,210,123,182,124,183,149,185,149,185"
    HREF="http://web.archive.org/web/19961104223942/http://www.ishops.com/fredholly/sha
p.html">
239 <AREA SHAPE=poly
    COORDS="51,108,145,109,145,109,145,182,145,182,119,182,118,203,118,203,52,200,52,20
0"
    HREF="http://web.archive.org/web/19961104223942/http://www.ishops.com/fredholly/spo
r.html">
240 <AREA SHAPE=default
    HREF="http://web.archive.org/web/19961104223942/http://www.ishops.com/fredholly">
241 </MAP>
242
243 <P><a
    href="http://web.archive.org/web/19961104223942/http://www.fredericks.com/fred.map"
    >
244 <IMG BORDER=0 width=400 height=451
    SRC="http://web.archive.org/web/19961104223942im_/http://www.fredericks.com/fred.jp
g" ISMAP alt="FREDERICK'S OF HOLLYWOOD" USEMAP="#fred"></a></CENTER> <p>
245
246
247 <center>
248 <font size="5">
249 Welcome to the</font><br>
250 <font size="6"> Frederick's of Hollywood Website!</font>
251 </center>
252 <P>
253 <BLOCKQUOTE>
254 <B>
255 Now you have THREE ways to shop at Frederick's!
256 <P>
257 Yes, you can still find a wide selection of exciting lingerie and intimate apparel
    at any of our 200 specialty stores. (Click <a
    href="http://web.archive.org/web/19961104223942/http://www.fredericks.com/storeloca
tor.html">HERE</a> to find the store nearest you.)
258 <P>
259 And, yes, you can still select your favorite Frederick's outfits from our free
    catalog. (Click <a
    href="http://web.archive.org/web/19961104223942/http://www.fredericks.com/order.htm

```

l">HERE</a>, tell us your address, and we'll mail you one!)  
260 <P>  
261 But now you can also shop at Frederick's right here on the Internet! At our online  
store, you'll find Frederick's exclusive designs in glamorous <a  
href="http://web.archive.org/web/19961104223942/http://www.ishops.com/fredholly/dre  
sses.html">dresses</a>, daring <a  
href="http://web.archive.org/web/19961104223942/http://www.ishops.com/fredholly/spo  
r.html">sportswear</a>, sexy <a  
href="http://web.archive.org/web/19961104223942/http://www.ishops.com/fredholly/non  
am.html">lingerie</a>, unique <a  
href="http://web.archive.org/web/19961104223942/http://www.ishops.com/fredholly/bra  
s.html">bras</a>, innovative <a  
href="http://web.archive.org/web/19961104223942/http://www.ishops.com/fredholly/new  
sec.html">footwear</a>, seductive <a  
href="http://web.archive.org/web/19961104223942/http://www.ishops.com/fredholly/sha  
p.html">shapewear</a> -- in addition to our special <a  
href="http://web.archive.org/web/19961104223942/http://www.ishops.com/fredholly/hos  
cat.html">hosiery</a> and <a  
href="http://web.archive.org/web/19961104223942/http://www.ishops.com/fredholly/men  
swear.html">menswear</a> collection.  
262 <P>  
263 So, please use our Website to:  
264 <ul>  
265 <li><a  
href="http://web.archive.org/web/19961104223942/http://www.fredericks.com/storeloca  
tor.html">find your nearest Frederick's store</a>;  
266 <li><a  
href="http://web.archive.org/web/19961104223942/http://www.fredericks.com/order.htm  
l">request a free Frederick's catalog</a>;  
267 <li><a  
href="http://web.archive.org/web/19961104223942/http://www.ishops.com/fredholly">sh  
op for Frederick's clothing right now</a>!  
268 </ul>  
269 Happy shopping -- and be sure to check out our exclusive Internet Specials!  
270 <p>  
271 </b>  
272 <hr>  
273 <center>  
274 Homepage design by <a href="mailto:lazar@gigaplex.com">Lazar Productions</a>,  
creators of <a  
href="http://web.archive.org/web/19961104223942/http://www.gigaplex.com/">The  
Gigaplex</a>. </center>  
275 <hr>  
276 </BLOCKQUOTE>  
277 <P><P><P>  
278  
279  
280 </BODY>  
281 </HTML>  
282  
283  
284  
285  
286  
287 <!--  
288 FILE ARCHIVED ON 22:39:42 Nov 4, 1996 AND RETRIEVED FROM THE  
289 INTERNET ARCHIVE ON 20:02:56 Feb 3, 2012.  
290 JAVASCRIPT APPENDED BY WAYBACK MACHINE, COPYRIGHT INTERNET ARCHIVE.  
291  
292 ALL OTHER CONTENT MAY ALSO BE PROTECTED BY COPYRIGHT (17 U.S.C.  
293 SECTION 108(a)(3)).  
294 -->  
295



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BackgroundCheck.PeopleSmart.com

DAVID ALTANER Retail

## **Interest In Internet Retailing Sites Slo To A Trickle**

September 25, 1997 | DAVID ALTANER Retail

Are cybermalls going out of business?

That's the question asked by the current issue of RT, the retail techn

The answer: maybe not right away, but those that survive tend to be

Cybermalls are collections of Internet retailing sites that seek to offer made of bricks and glass.

Ads By Google

NEWS FROM AROUND THE WEB 1/3



Cost of Medicare's Part D drug plan drops

- 2 Rash of 'Twilight'-induced seizures...
- 3 Occupy Wall Street protesters driven by varying c

### **5 Foods you must not eat:**

Cut down a bit of stomach fat every day by never eating these  
Beyonddiet.com

### **Save \$ Inmate Phone Calls**

All Federal & State Prisons Call (888) 728-2726 to save today  
www.ConsCallHome.com

But highly touted cybermalls keep dying.

In July, Time Warner's DreamShop, a 16-store mall, closed after two

Also in July, IBM's 20-store World Avenue, closed, too. Last November after two years.

### **Related Articles**

Shopping Via Computer Has Bigger Bark Than Bite  
February 19, 1998

DFNDT 0005251

## Interest In Internet Retailing Sites Slows To A Trickle - Sun Sentinel

Where The Beautiful People Shop  
July 27, 1986

Shopping Wars: Mall Vs. Internet  
December 13, 1999

Computers Bring World To Our Door  
January 26, 2000

Why don't many cybermalls seem to work? Real malls thrive on impu

You come to buy socks at Gap, and on the way in, spot a sale on sho  
you hadn't planned on.

Or so the theory goes.

This model doesn't seem to work in cyberspace.

Apparently not enough people go to the cybermall front door; they in  
storefront they want to visit, without any detours for ice cream or sho

When people shop in cyberspace, they use search engines such as `

Go to Yahoo, and type in the words, ``boudoir," and ``lingerie," and y  
Hollywood's lingerie site. In fact, Frederick's is the star attraction in a  
shopping mall, Viamall.

But officials from Viamall's developer admit that only 10 percent of th  
the mall itself, because most customers do indeed use the search en  
host service that sets up electronic storefronts for retailers for a fee. /  
equivalent of a successful cybermall. That may be because AOL pos  
time you sign on.

But AOL aside, one Tallahassee consultant thinks the whole concept

Since 1994, Charles Hofacker of New South Network Services has c  
he recently listed almost 500 active malls, along with links to them.

With his Hall, Hofacker is dumping on the concept of a cybermall. Sir  
collection of links to Web pages, Hofacker's page is like a mall of ma

``I always thought that people online don't say, `I'm going to Ahmed's  
the Hall of Malls. Hofacker told RT, ``People say, `I'm going to search  
use a search engine to do that."

---

We already knew that Sunbeam Corp. chief executive Al Dunlap is o  
chest with which to buy companies with which he could work his dow

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That's magic to some; voodoo economics to others. At Sunbeam, he  
selling divisions to other companies.

Barron's financial weekly said this week that Wall Street speculation  
Rubbermaid; Black & Decker; Maytag and most especially, Whirlpool  
(Barron's doesn't mention this, but other speculation has Sunbeam b  
backers can cash out.)

DFNDT 0005252



Index by Keyword |  
Terms of Service

Whirlpool has great brand names, a leadership position in the U.S. a ratio. The ratio between Whirlpool's market capitalization and its sale which shows that profit margins could probably be improved.

Sunbeam spokesman Rich Goudis said the company has no comme

But as the chairman says, there's a lot of beached whales out there

That is, there's a lot of companies out there that Dunlap thinks need

David Altaner's column about stores and shopping appears on Thurs Blvd., Fort Lauderdale, Fl. 33301, or e-mail him at davidalt95(AT)aol.

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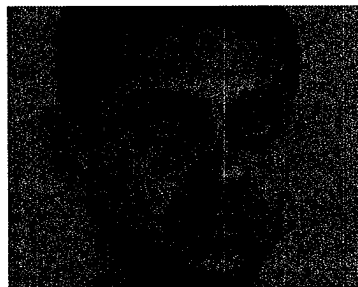
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## FOR IMMEDIATE RELEASE

### YAHOO! TO ACQUIRE VIAWEB

#### Yahoo! Now Offers Merchants the Ability to Instantly Create, Publish, Promote and Manage Secure Online Stores

**SANTA CLARA, Calif. -- June 8, 1998** -- Yahoo! Inc. (NASDAQ: YHOO) today announced that it has signed a definitive agreement to acquire Viaweb, Inc., a privately-held company providing the No. 1 ranked software and reporting tools for building and operating online commerce Web sites. The acquisition is part of Yahoo!'s strategy to expand its popular merchant services program to enable small and medium-sized businesses to cost effectively build, promote and operate online storefronts. The acquisition, valued at approximately \$49 million, further reinforces Yahoo!'s commitment to fostering the growth of commerce on the Internet.

Under the terms of the agreement, Yahoo!® will issue approximately 455,000 shares of Yahoo! common stock in exchange for all outstanding Viaweb® shares, options and warrants. The acquisition will be accounted for as a purchase. Yahoo! expects to incur a one-time charge of approximately \$45 million in the second fiscal quarter of 1998 relating to in-process technology acquired in the transaction. The acquisition, which is subject to a number of conditions, is expected to be completed in June.

"With the rapid growth of online commerce, we've had tremendous demand among businesses of all sizes to establish online stores and to secure distribution on Yahoo!," said Tim Koogle, president and CEO, Yahoo! Inc. "As the most popular place where buyers and sellers meet on the Web, Yahoo! delivers the largest audience and has become the leading distribution platform for merchants selling goods and services. With the Viaweb acquisition, we are expanding our services to reach a broader audience of both merchants and Web users."

Yahoo! currently provides promotion, marketing, and customer acquisition opportunities for thousands of today's leading online merchants. With the addition of Viaweb, Yahoo! is launching **Yahoo! Store** (<http://store.yahoo.com>), offering new Web merchants a complete setup, design, hosting and promotional service. Yahoo! Store, based on the popular Viaweb Store™ service, is the first Web site authoring tool and hosting service that allows non-technical users to instantly create, publish and manage high-quality, secure online stores. Yahoo! Store works remotely over the Web, using an ordinary browser and an easy point-and-click interface to enable users to create online stores. The product's powerful capabilities also allow advanced Web designers to design highly customized, scalable sites. In addition, Yahoo! Store features a complete suite of tracking and reporting tools providing merchants with extensive data about traffic and income sources.

"Viaweb has set the standard for fast, reliable and secure tools enabling Web merchants to build and operate online stores," said Paul Graham, president, Viaweb. "Integrating this into Yahoo!'s extensive base of Web merchants and its vast audience of shoppers is a great combination."

Yahoo! is ranked the No. 1 site on the Web, reaching 83 percent of the active online shopping audience (@plan, Winter/Spring 1998). With an audience comprised of 32.9 million unique U.S. users per month (Relevant Knowledge, April 1998), Yahoo! reaches the largest audience of any Web site and is uniquely positioned to deliver merchants a powerful platform for distributing their goods and services and acquiring customers.

With online retail sales revenue in the United States expected to grow 404 percent from \$2.4 billion in 1997 to \$12.1 billion by the year 2000, the demand for electronic commerce software is increasing (Forrester Research, April 1998). The overall U.S. market for such tools is expected to reach \$3.8 billion by 2002, up from \$121 million in 1997 (Forrester Research, May 1998).

Today more than 1,000 clients use Viaweb Store to create and host their online stores, including Dean & DeLuca, Frederick's of Hollywood, the Houston Astros, NASA's Kennedy Space Center, Rolling Stone magazine, Vermont Teddy Bear Company and Yosemite National Park.

Viaweb has received numerous industry awards. In industry-wide comparisons of online commerce tools, Viaweb Store was rated No. 1 by ZD Internet magazine (July 1997), won the Editors' Choice award from PC

Magazine (Nov. 18, 1997) and received a four-star rating from PC Computing (October 1997).

Viaweb was founded in July 1995 by a group of friends from Harvard University's Ph.D. program in computer science. The company is located in Cambridge, Mass., and currently has 21 full-time employees.

**About Yahoo!**

Yahoo! Inc. (NASDAQ: YHOO) is a global Internet media company that offers a network of branded Web programming serving millions of users daily. As the first online navigational guide to the Web, [www.yahoo.com](http://www.yahoo.com), is the single largest guide in terms of traffic, advertising, household and business user reach, and is one of the most recognized brands associated with the Internet. Yahoo! Inc. provides targeted Internet resources and communications services for a broad range of audiences, based on demographic, key-subject and geographic interests. Yahoo! is headquartered in Santa Clara, Calif.

This announcement contains forward looking statements that involve risks and uncertainties, including those relating to the company's ability to successfully complete the acquisition of Viaweb, to expand its electronic commerce offerings and to effectively integrate Viaweb's operations and services into those of the company. More information about potential factors which could affect the company's financial results is included in the company's annual report on Form 10-K for the year ended Dec. 31, 1997, including (without limitation) under the captions, "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Risk Factors," "Competition" and "Proprietary Rights," and the company's quarterly report on Form 10-Q for the period ended March 31, 1998, which are on file with the Securities and Exchange Commission (<http://www.sec.gov>).

# # #

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CNET News

January 4, 1996 12:30 PM PST

# ForeFront releases WebWhacker 1.0

By **Denise Shelton** [<mailto:letters@news.com?subject=FEEDBACK>]:  
**ForeFront releases WebWhacker 1.0**

Staff Writer, CNET News

The **ForeFront Group** [<http://www.ffg.com/>] has unveiled the full production version of **WebWhacker 1.0** [<http://www.ffg.com/whacker.html>] for Windows 3.1 and the Macintosh and a beta version for Windows 95.

WebWhacker lets users download single Web pages, groups of pages, or entire Web sites, including text and images. The program stores the data on the user's local desktop where the pages are relinked for later browsing offline, according to company officials. The downloaded information can be viewed and navigated locally using any Web browser.

WebWhacker is available for \$49.95. You can **download** [<http://www.ffg.com/download.all.html>] a free, 30-day trial copy at the ForeFront Web site.

□

□

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ForeFront



ForeFront  
WebWhacker™

Macintosh

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**FOREFRONT**

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Houston, Texas 77056-3017

<http://www.ffg.com>





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### Introduction

Who Can Use WebWhacker?

What's New in 3.0?

Using WebWhacker

WebWhacker Window

Web manager

Customer Support



---

WebWhacker 2.0 is an off-line browsing tool that enables you to save your favorite Web sites, organize them into categories, and use your favorite Web browser to surf the Net off-line—with faster loading and no additional on-line charges. Developed by the ForeFront Group, Inc., WebWhacker 2.0 downloads entire Web pages or sites—including text (HTML), images, and other objects—and stores them on your local desktop machine or your company's server. By reducing your dependency on an Internet connection, WebWhacker 2.0 saves you time and money.

**How It Works**

For each of your favorite Web sites, you subscribe to its URL, assign it to a category, specify how many levels you want to download, and decide how often you want your subscription to be renewed. Then you *whack*, or download, the site to your local machine. Whacked sites provide a locally stored mirror image of the original Web site which can be viewed and navigated locally with your Web browser. Besides being economical, this approach gives you more control.

**Back Up Your  
WebWhacker Database**

Be sure to include the WebWhacker DataBase file in your daily backup schedule. All databases rely on intricate linkages among the various pieces of information. For this reason, databases are, by their very nature, more subject to corruption problems than are other file types, and it is important to back them up regularly. WebWhacker stores all the linkage compactly in a single DataBase file; the additional HTML and other information is stored in additional files, which are not as critical to your backup strategy.



## Who Can Use WebWhacker?

Different groups can use WebWhacker to increase their productivity, protect their data, and decrease their on-line costs.

### Businesses

Corporations can use WebWhacker to:

- Create firewalls, helping to insulate the company network or server from illegal outside access.
- Train employees in Web techniques without on-line access.
- Lower on-line costs by storing frequently accessed Web sites locally.
- Limit recreational surfing by employees.
- Keep information up-to-date by setting automatic renewals.

### Educators

Schools can use WebWhacker to:

- Create focus sites on topics relevant to current curriculum.
- Save teacher time by eliminating the need to monitor student choices.
- Reduce connect charges by directing and speeding up searches to desired and appropriate topics.
- Limit liability by pre-censoring the available sites.

### Individuals

Individuals can use WebWhacker to:

- Create off-line presentations to demonstrate products or sites without "live" Web access.
- Store favorite sites to create a "super bookmark" file with free access.
- Set automatic updates to ensure access to the latest version of Web sites.



---

## What's New in 2.0?

### **Update Scheduling**

WebWhacker 2.0 lets you schedule updates to whacked pages. You can renew existing pages, or whack new pages, or both. You can schedule updates for individual pages on a daily, weekly, or monthly basis. WebWhacker only downloads changed pages, saving you time and money.

### **Boolean Searches**

WebWhacker 2.0 lets you search the titles and text of your whacked pages for specific text. You can even conduct complex Boolean searches.

### **Categorization of Sites**

A new Web manager bookmarking utility lets you sort your whacked sites and other URLs according to general categories (such as Business, Finance, Education) or by specific subdivisions (such as clients or projects) that you set up. This new management tool's categories makes it easier to manage large numbers of whacked sites.



---

## Using WebWhacker

Using WebWhacker, you can capture your favorite sites into a proprietary database either by typing in a known URL ("adding" it) or by "grabbing" the site currently loaded in your Web browser. Once a site has been downloaded—or "whacked"—you can use WebWhacker to browse it while connected or off-line.

### WebWhacker Database

WebWhacker uses a special folder (named `WebWhacker Database f`) for its database (named `WebWhacker DataBase`) which stores indexing and linking information on all the URLs you've selected and whacked. The `WebWhacker DataBase f` folder also holds copies of the HTML and image files for each URL. These whacked pages are exactly the same as the original pages. By setting the *Updating URL Whack Level Properties*, you control how many levels of a Web site WebWhacker copies.

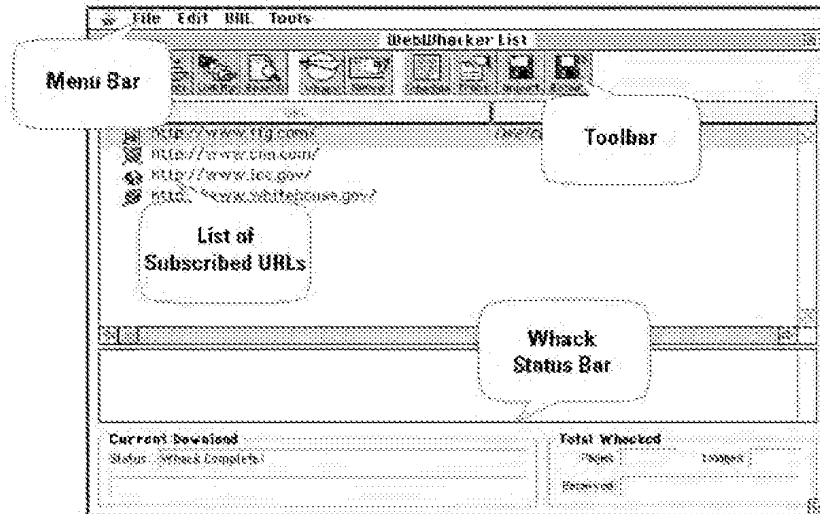
### Off-Line Browsing

If you're not connected, you can still look at all the sites in your database. By using the scheduling function, you can be assured that the sites are kept up-to-date on a daily, weekly, or monthly basis. Of course, you can also rewhack individual sites or refresh your entire database at any time. See *Renewing Subscribed URLs*.



## WebWhacker Window

The heart of WebWhacker is its main window.



### Menu Bar

Use the menu bar to access WebWhacker's commands through its menu system.

### Toolbar

The Toolbar gives you one-click access to WebWhacker's most common functions.

### List of URLs

You can display a hierarchical list of all the subscribed URLs and associated files in your database.

### Whack Status Bar

The Whack Status Bar contains information about the status of a whack in progress.





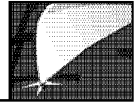
## Web manager

The Web manager bookmarking utility applet with WebWhacker displays whacked sites in categories such as Arts, Business, and Education—or any other system you want. Each category appears as a folder containing the assigned sites and any subcategories you create. When you add a URL, you can assign it to a category. You can also use Web manager to categorize other URLs, just like a Web browser's Bookmarks or Favorites list.

| Label                   | URL   | Date                       |
|-------------------------|---|----------------------------|
| All                     |   | Thu, 04 Oct 1996, 10:14 AM |
| Arts                    |   | Thu, 04 Oct 1996, 10:18 AM |
| Business                |   | Thu, 04 Oct 1996, 10:18 AM |
| Computers               |   | Thu, 04 Oct 1996, 10:18 AM |
| Education               |   | Thu, 04 Oct 1996, 10:18 AM |
| Entertainment           |   | Thu, 04 Oct 1996, 10:18 AM |
| Financial               |   | Thu, 04 Oct 1996, 10:18 AM |
| Government              |   | Thu, 04 Oct 1996, 10:18 AM |
| The White House         | <a href="http://www.whitehouse.gov">http://www.whitehouse.gov</a> | Wed, 03 Oct 1996, 02:54 PM |
| Politics                |   | Thu, 04 Oct 1996, 10:18 AM |
| Internet                |   | Thu, 04 Oct 1996, 10:18 AM |
| Travel                  | <a href="http://www.75.com">http://www.75.com</a>                 | Wed, 03 Oct 1996, 02:54 PM |
| Kids                    |   | Thu, 04 Oct 1996, 10:18 AM |
| Navigational Newspapers |   | Thu, 04 Oct 1996, 10:18 AM |
| Other                   |   | Thu, 04 Oct 1996, 10:18 AM |
| Sports                  |   | Thu, 04 Oct 1996, 10:18 AM |

### Organize Your URLs

Use the Web manager to organize your whacked URLs and other favorite sites into categories and subcategories for easier tracking. As your needs change, add or subtract categories and subcategories to make the Web manager work for you.



---

You might want the categories to be general subjects. Or perhaps you want to categorize your URLs by business topics; for example, clients, vendors, and competitors. Or, if several people use a single machine, each person might want to set up their own set of subcategories.

**More Information**

For more information, see chapter 4, *Using Web manager*.



---

## Customer Support

The first line of support should be this manual and the online Guide help file. To access the Guide help file, go to the question mark in the upper right corner of your menu bar and select **WebWhacker Guide**.

### Visit Our Web Site

If you cannot find the information you need in either of these sources, contact us at our Web site. All of the support options are detailed on our Customer Support home page: <http://www.feg.com/support.html>.





### Installing WebWhacker 2.0

- System Requirements*
- Upgrading from Previous Versions*
- Installing WebWhacker*
- Setting Program-Wide Preferences for WebWhacker*
- Importing WebWhacker 1.0 Groups*
- Uninstalling WebWhacker*



WebWhacker 2.0 integrates many aspects of your Web viewing. Since it brings together your desktop computer or company network with your Web browser, and, ultimately, the entire Internet, the setup routine involves just a bit more than copying the program to your hard drive.

**Installation Procedure****Step Procedure**

1. Install the WebWhacker program. See *Installing WebWhacker*.
2. Set program-wide preferences for WebWhacker. See *Setting Program-Wide Preferences for WebWhacker*.

If you are upgrading from WebWhacker 1.0 or from a previous release of 2.0 and want to migrate your earlier groups or database to the new program version, you must perform additional steps. For details, see *Upgrading from Previous Versions*.



## System Requirements

### Required

In order to run WebWhacker, you must have at least the following setup:

- 68020 or higher class machine
- System 7.1 or higher. WebWhacker 2.0 uses Macintosh Drag & Drop, which is included in System 7.5. Extensions for Drag & Drop must be added to machines running System 7.1.
- 8MB RAM. Additional memory makes WebWhacker run faster.
- 10 MB free hard drive space (2 MB for the program; 8 MB for whacked sites)
- Active Internet connection with a Winsock-compliant product (Open Transport or MacTCP) and a 14.4 modem or higher speed link.  
The amount of time required to transfer data to the server will vary depending on the speed of your connection, as well as the amount of data involved.
- TCP/IP connection with SLIP, PPP, or direct connectivity
- Web browser such as:
  - Internet Explorer<sup>SM</sup> version 2.0 or higher (production versions recommended)
  - Netscape Navigator<sup>SM</sup> version 2.0 or higher (production versions recommended)
  - Enhanced Mosaic<sup>SM</sup> version 2.0 or later (production versions recommended)
  - or other SpyGlass SDI standard-compliant browser.

### Viewing Requirements

A Web browser is required only for viewing whacked URLs. You can **whack** (that is, download) URLs from the Internet with any Web connection.

### Recommended

For best results, we recommend the following setup:

- 68040 or higher class machine
- 16 MB RAM
- System 7.5
- Additional hard drive space

If you wish to use Internet Config with WebWhacker, you must be running Internet Config version 1.3 or higher.



## Upgrading from Previous Versions

WebWhacker 2.0's installation routine takes care of most of the work of upgrading from version 1.0 to version 2.0, or from one release of 2.0 to interim point releases (for example, 2.0.1). If you are only upgrading the software, no additional steps are needed. If you are also bringing along groups created under version 1.0 or whacked sites from an earlier release of version 2, you will add a few steps to the normal installation process.

### Warning

Do not delete your folder or group files if you are upgrading from WebWhacker 1.0, or your WebWhacker DataBase file if you are upgrading from an earlier release of 2.0 and you want to retain your previously whacked sites. To migrate Version 1.0's groups of subscribed URLs into the new product, you must import the database group files and rewhack the sites. To migrate the database from earlier releases of 2.0, you must make sure the database file is in the same folder as the new program. Note that, under 2.0, you may have only one database, so move your old database into the new folder before you whack any additional sites.

### Upgrading from 1.0

#### Step Procedure

1. Install and configure WebWhacker 2.0. See *Installing WebWhacker and Setting Program-Wide Preferences for WebWhacker*.
2. Import your earlier groups of subscribed URLs. See *Importing WebWhacker 1.0 Groups*.
3. Rewhack the URLs you have just imported.



**Upgrading from Earlier  
2.0 Releases****Step Procedure**

1. Install the new WebWhacker version in the same directory as your old version, following the instructions in *Installing WebWhacker*. When you reach step 5, be sure to navigate to the folder holding your current WebWhacker installation.

OR

If you wish to install the new WebWhacker version in a different folder, follow the instructions in *Installing WebWhacker*. When you reach step 5, choose a folder other than the one holding your current WebWhacker installation. When you finish installing the new version,

- locate the file named WebWhacker DataBase;
  - press (⌘)-D to make a duplicate of the file;
  - drag the duplicate file to the folder holding your new WebWhacker installation;
  - and
  - rename the duplicate file WebWhacker DataBase.
2. Configure the program as outlined in the rest of this chapter. See *Setting Program-Wide Preferences for WebWhacker*.



## Installing WebWhacker

| Installing WebWhacker | Step | Procedure  |
|-----------------------|------|--|
|                       | 1.   | <p>If you are working from an installation disk, insert disk 1 in your floppy drive. Double-click <b>WebWhacker Installer</b> to start the installation process.</p> <p>If you have downloaded WebWhacker as an .RCX file, convert the file by dragging it onto your Stuffit Expander™ or similar utility. Double-click the converted .SEA file to start the WebWhacker Installer.</p> |
|                       | 2.   | When the splash screen appears, click <b>Continue</b> to engage the installation process.  |
|                       | 3.   | The License Agreement loads. Read the Agreement and then click <b>Continue</b> to signify your agreement to the terms.   |
|                       | 4.   | A screen loads, asking you to specify your operating system and to choose how much of the program to load. Click on each option and read the descriptive text that appears. Installing for a pre-System 7.5 O/S will install the Apple Drag and Drop extensions. Choose the correct option for your system, then click <b>Install</b> .  |
|                       | 5.   | In the dialog box that appears, navigate to select the folder in which you want to install WebWhacker. Click <b>Install</b> .  |
|                       | 6.   | The Setup program copies all necessary files to your hard drive and creates a folder containing WebWhacker, Web manager, and related files.  |
|                       | 7.   | WebWhacker notifies you when installation is complete. Choose <b>Quit</b> to exit the installation program. If you installed the pre-System 7.5 Operating System option, you may have to restart your machine to access the Drag and Drop Extensions.  |

### Next Step

After installing WebWhacker, you should set up your WebWhacker program preferences. See *Setting Program-Wide Preferences for WebWhacker*.



---

## Setting Program-Wide Preferences for WebWhacker

Before using WebWhacker, you should set up your Web browser's location, cache passthru status, and connection preferences. To set other preferences, see *Setting Preferences*.

### Setting Preferences

#### Step Procedure

1. From the Tools menu, choose **Preferences**.
2. Select the **Browser/Mail** page. Under the **Web Browser** option, click the **Locate** button to navigate your hard drive and find your Web browser.
3. If you are accessing the Internet from behind a firewall or company proxy server, select the **Proxy Server** page. Enter the name or IP address and port number for the **Remote Proxy** in the **HTTP** and **Port** text boxes. Contact your network administrator for this information.
4. When you have finished setting preferences, click **OK**.

### Next Step

To import WebWhacker 1.0 groups, see *Importing WebWhacker 1.0 Groups*.



## Importing WebWhacker 1.0 Groups

If you acquired a useful database in WebWhacker 1.0 that you want to use in the new version of the program, the **Import** function allows you to import these groups of URLs. This function does **not** import the content of the previously whacked pages. It only brings the URLs of the sites into the WebWhacker window, ready for whacking. In order to access graphics and data from the sites, you must set whack levels and rewhack each URL.

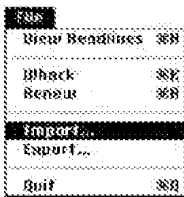
### Limitation

The import function can only be used for WebWhacker 1.0 group files.

### 1.0 Groups vs. 2.0 Database

While WebWhacker 1.0 saved each group in a separate file, WebWhacker 2.0 saves all whacked sites in a single database (WebWhacker DataBase file). You must import each version 1.0 group file separately.

### Importing a 1.0 database **Step Procedure**



1. Go to the File menu and choose **Import**.
2. Navigate the folder tree that appears to find the group file you want to import.
3. Click on the name of the group file you want to import.
4. Click **Open** to import the group file. WebWhacker reads in the URLs contained in that file, closes the folder tree window, and switches you to the main WebWhacker window. The imported URLs appear on the list, enabled for whacking.
5. Repeat steps 1-4 for each group file you want to import.
6. When all the groups have been imported, click on the **Whack** button to begin whacking the URLs, downloading their HTML and associated files into the WebWhacker database. See *Whacking Sites*.





---

## Uninstalling WebWhacker

WebWhacker and Web-manager are easily removed from your system.

### Uninstalling WebWhacker

| Step | Procedure |
|------|-----------|
|------|-----------|

1. Open your hard drive or the network drive on which you have installed WebWhacker.
2. If you really want to remove the program, drag the WebWhacker folder containing the executables and database files to the **Trash**.
3. Navigate to your **System Folder**, and then the **Preferences** folder within it. Locate the **WebWhacker Preferences** file and drag it to the **Trash**.





### Using WebWhacker

- Adding a New URL
- Grabbing a URL
- Changing a Site's Whack Status
- Whacking Sites
- Browsing Sites
- Displaying a List of URLs
- Searching the Database
- Viewing Modified URLs
- Renewing Subscribed URLs
- Viewing the Error List
- Updating URL Properties
- Viewing Attribute Properties
- Updating Security Properties
- Modifying URL Frequency Properties
- Viewing Error Properties
- Updating URL Whack Level Properties
- Deleting URLs



WebWhacker works by creating a database of URLs which have been subscribed to and whacked. Subscribing to a URL puts it into your database; allows you to assign a category, update frequency, and other properties for that particular URL; and then marks it for whacking. You can subscribe to a URL by typing in the complete URL of the Web page, or you can grab a site as you are browsing. Whacking (or downloading) a URL creates a copy of that site on your local hard drive or network server. Once you have whacked a site, you can view it again and again, without an on-line connection or additional connect charges.

### Creating Subscription

#### Step Process

1. Subscribe to the desired URL by either adding or grabbing the site. See *Adding a New URL* and *Grabbing a URL*.
2. Whack the site. See *Whacking Sites*.





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## Adding a New URL

If you know the complete URL for a site, you use this procedure to type it into WebWhacker without having to access your browser. During the add process you can specify a category, update frequency, and other properties for the URL. If you want to use the browser to add the URL to WebWhacker, use the procedure *Grabbing a URL*.

### Whack Levels

The whack levels you specify determine the number of pages WebWhacker acquires when it whacks the site. You can choose to whack only a single page, to whack links from the page and from the linked pages, or to whack all the pages linked to the page and all its linked pages. You can also decide whether or not you want to whack pages from other sites linked to the selected page.

### Remain on Site

When WebWhacker begins whacking a Web site, it whacks all links to the level you specify. If the page has links to pages at another site, you might not want to whack those pages. You can use **Remain on Site** to keep WebWhacker from transversing links to other sites. You can only use the **Remain on Site** option if you are specifying a number of levels to whack; if you are whacking all the links from a page, **Remain on Site** is selected automatically and the option is disabled.

### Update Frequencies and Scheduling Preferences

The URL Update Frequency property and the Scheduling preferences work together in performing your whacks and renewals. The URL Update Frequency is an individual property set separately for each URL. The Scheduling preferences are global (within the context of WebWhacker), applying to all URLs. Scheduling preferences can override Update Frequency properties because WebWhacker only looks at Update Frequencies when the Scheduling Preference requests it. For instance, if your Scheduling preferences are set for weekly on a specific day (say, Sunday) but a particular URL's Update Frequency property is set to daily, that URL will only be updated once a week (on Sunday). For more information see *Modifying URL Frequency Properties*.



## Web manager

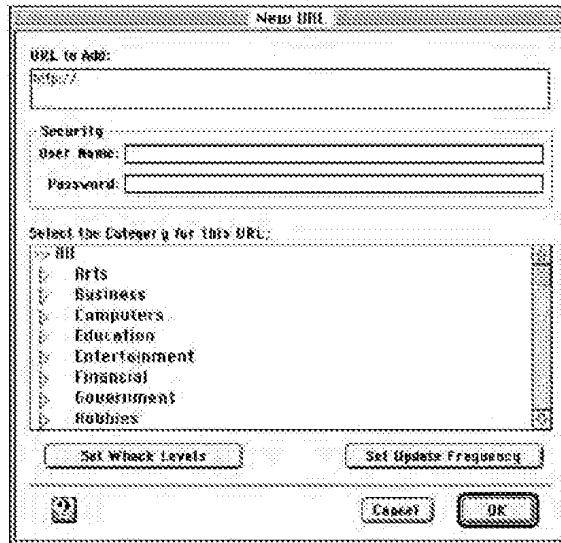
When you add a new URL, you can assign it to a Web manager category. If you want to add a site to Web manager without adding it to WebWhacker, use the procedure *Adding New URLs with Web manager*. If you want to change the site's category classification, use the procedure *Moving a URL to a New Category*.

## Procedure

| URL             |    |
|-----------------|----|
| Add...          | ⌘A |
| Grab            | ⌘G |
| Scrub           | ⌘S |
|                 |    |
| Enable Whack    | ⌘E |
| Disable Whack   | ⌘D |
| Whack Levels... |    |
|                 |    |
| Properties      | ⌘I |

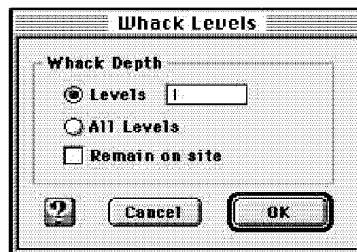
## Step Procedure

1. From the URL menu select **Add**. WebWhacker displays the New URL dialog box.





2. WebWhacker already displays the text `http://` in the **URL to Add** text box. Click onscreen to place the cursor to the end of the text, then type the complete URL address for the site you want to add.
3. If the URL you selected requires a user name and password, type your user name and the password in the area labeled **Security**.
4. In the area labeled **Select the Category for this URL**, click on the category to which you want to assign this URL.  
If the category you want does not appear in the window click the triangle next to **All** to display the subcategories.
5. When the URL and categories are set the way you want them, click on **Set Whack Levels**. WebWhacker displays the Whack Levels dialog box.



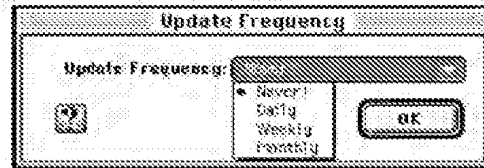
6. Select the number of levels of this URL that you want to whack.
  - If you only want this page, set **Levels** to **1**.
  - If you want all the links from this URL and all the links from those pages as deep as possible, select **All Levels**.
  - If you want something between 1 level and all levels, type the correct number in the Levels text box, or use the spin buttons to set the number. Although you can enter numbers up to 999 in this box, you will run out of hard drive space and connect time long before whacking 999 levels.



If you don't want WebWhacker to whack pages from other Web sites that are linked to this URL, select **Remain on Site**. If you chose to whack **All levels**, **Remain on Site** is selected automatically and the option is disabled.

Click **OK** to return to the New URL dialog box.

7. Back in the New URL dialog box, click on **Set Update Frequency**.



8. Select the renewal frequency you want for this site.

- If you only want to whack this site one time and never renew it, select **Never**.
- If you want to update this site every day (or once week or month), choose **Daily** (or **Weekly**, or **Monthly**). If you select a daily, weekly, or monthly update cycle, WebWhacker automatically updates the links according to the schedule you established in the Preferences.

Click **OK** to return to the New URL dialog box.

9. When you select **OK** in the New URL dialog box, WebWhacker adds the URL to your site list and marks it for whacking.

### Next Step

When you are ready to whack the site, go to the procedure *Whacking Sites*.



---

## Grabbing a URL

You can easily add a new URL to your WebWhacker database by grabbing it from your Web browser. When you use this procedure, be sure you are viewing the site through the browser specified in your WebWhacker **Browser/Mail** preferences. For more information, see *Setting Browser/Mail Preferences*.

### Whack Levels

The whack levels you specify in the URL properties determines the number of pages WebWhacker acquires when it whacks the site. You can choose to whack only this single page, whack links from the page and from the linked pages, or whack all the pages linked to the page and all its linked pages. You can also choose whether or not you want to whack pages from other sites linked to the selected page. For more information about setting whack levels see *Updating URL Whack Level Properties*.

### Remain on Site

When WebWhacker begins whacking a Web site, it whacks all links to the level you specify. If the page has links to pages at another site, you might not want to whack those pages. You can use **Remain on Site** to keep WebWhacker from transversing links to other sites. You can only use the **Remain on Site** option if you are specifying a number of levels to whack; if you are whacking all the links from a page, **Remain on Site** is selected automatically and the option is disabled.



### Update Frequencies and Scheduling Preferences

The URL Update Frequency property and the Scheduling preferences work together in performing your whacks and renewals. The URL Update Frequency is an individual property set separately for each URL. The Scheduling preferences are global (within the context of WebWhacker), and apply to all URLs. Scheduling preferences can override Update Frequency properties because WebWhacker only looks at Update Frequencies when the Scheduling Preference requests it. For instance, if your Scheduling preferences are set for weekly on a specific day (say, Sunday) but a particular URL's Update Frequency property is set to daily, that URL will only be updated once a week (on Sunday). For more information see *Modifying URL Frequency Properties*.

### Web manager

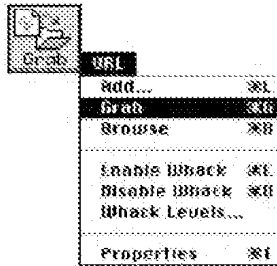
When you grab a URL, the New URL dialog lets you assign it to a Web manager category. If you want to add a site to Web manager without adding it to WebWhacker, use the procedure *Adding New URLs with Web manager*. If you want to change the site's category classification, use the procedure *Moving a URL to a New Category*.

### Grabbing a Site

#### Step Procedure

1. Using your Web browser, display the URL you want to grab.
2. Switch to WebWhacker and select **Grab** from the Toolbar. Or go to the URL menu and select **Grab**.

WebWhacker displays the New URL dialog box.

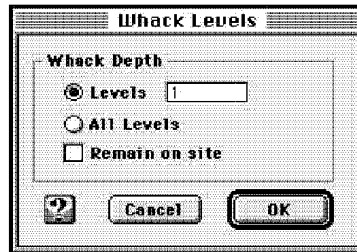


A screenshot of the 'New URL' dialog box in the WebWhacker application. The dialog has a title bar that says 'New URL'. It contains several sections: 'URL to Add:' with a text box containing 'http://'; 'Security' with 'User Name:' and 'Password:' text boxes; and 'Select the Category for this URL:' with a list box containing 'All', 'Arts', 'Business', 'Computers', 'Education', 'Entertainment', 'Financial', 'Government', and 'Hobbies'. Below the list box are two buttons: 'Set Whack Levels' and 'Set Update Frequency'. At the bottom of the dialog are three buttons: a help icon (?), 'Cancel', and 'OK'.

3. WebWhacker already displays the URL for the Web page you grabbed in the **URL to Add** text box.
4. If the URL you selected requires a user name and password, type your user name and the password in the area labeled **Security**.
5. In the area labeled **Select the Category for this URL**, click on the category to which you want to assign this URL.  
If the category you want does not appear in the window click the triangle next to **All** to display the subcategories.



- When the URL and categories are set the way you want them, click on **Set Whack Levels**. WebWhacker displays the Whack Levels dialog box.



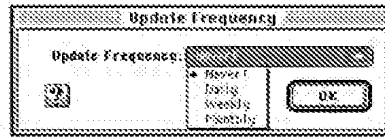
- Select the number of levels of this URL that you want to whack.
  - If you only want this page, set **Levels** to **1**.
  - If you want all the links from this URL and all the links from those pages as deep as possible, select **All Levels**.
  - If you want something between 1 level and all levels, type the correct number in the Levels text box, or use the spin buttons to set the number. Although you can enter numbers up to 999 in this box, you will run out of hard drive space and connect time long before whacking 999 levels.
  - If you don't want WebWhacker to whack pages from other Web sites that are linked to this URL, select **Remain on Site**. If you chose to whack **All levels**, **Remain on Site** is selected automatically and the option is disabled.

Click **OK** to return to the New URL dialog box.





8. Back in the New URL dialog box, click on **Set Update Frequency**.






9. Select the renewal frequency you want for this site.
  - If you only want to whack this site one time and never renew it, select **Never**.
  - If you want to update this site every day (or once week or month), choose **Daily** (or **Weekly**, or **Monthly**). If you select a daily, weekly, or monthly update cycle, WebWhacker automatically updates the links according to the schedule you established in the Preferences.Click **OK** to return to the New URL dialog box.
10. When you select **OK** in the New URL dialog box, WebWhacker adds the URL to your site list and marks it for whacking.

### Next Step







When you are ready to whack the site, go to the procedure *Whacking Sites*.



## Changing a Site's Whack Status

Before you can begin whacking, you have to tell WebWhacker which URLs you want to whack. Enabled URLs have a whacking knife over their icon (  or  ). A small globe icon (  ) indicates that the URL site is still only on the Internet and has not yet been whacked, that is saved to your hard drive or local network server.

### Enabling/Disabling URLs

| URL             |   |
|-----------------|---|
| Add...          |  |
| Grab            |  |
| Browse          |  |
| -----           |   |
| Enable Whack    |  |
| Disable Whack   |  |
| Whack Levels... |   |
| -----           |   |
| Properties      |  |

1. Click on the icon of each URL whose whack status you want to change.  
Or select the URL, go to the URL menu, and select either **Enable Whack** or **Disable Whack**. WebWhacker changes the icon to indicate the site's new status.
2. When you are ready to begin whacking, the enabled URLs are whacked based on the levels specified in their properties, while all unmarked URLs are excluded from the procedure. You can perform the whack at once, or you can set WebWhacker to whack all enabled URLs at a later time (for example, after hours when connection rates are lower.). Use the procedure *Setting Scheduling Preferences* to set WebWhacker to update your URLs according to a schedule.

### Next Step

When you are ready to whack the site, go to the procedure *Whacking Sites*.



## Whacking Sites

When you request a whack, WebWhacker looks at every URL that you have enabled for whack. If the URL has been whacked before, WebWhacker queries its server to determine whether the requested page has changed since the previous whack date. If the server indicates that the page has been changed, if you've added levels to the whack or if it's a new page, WebWhacker downloads the page.


If you set preferences to whack according to a schedule, the URLs must be marked for whack and **Whack** must be preceded by an X in scheduling preferences.

### Whacking a Web Site



To perform a whack either:

- Click the **Whack** button on the Toolbar
- OR
- Go to the File menu and select **Whack**.

WebWhacker copies the current page and the specified number of link levels to your hard drive or local network. When the site has been whacked the icon next to the URL changes to a globe on a sheet of paper () . You can now view it locally, without an Internet connection.

### Stopping a Whack

If, for some reason, you want to stop a whack, click the **Stop** button on the Toolbar. The Stop button may not engage immediately—it may take a second or two to engage. In particular, a Whack will not be stopped during the connection or extraction phase (which you can identify by watching the Whack status pane for the message "Connecting..." or "Extracting files...").

**Why a Whacked URL  
May Not Update**

- It hasn't changed since the last time it was downloaded by WebWhacker.
- You expected to whack according to the schedule, but the scheduling preferences weren't set to include whacks. Use the procedure *Setting Scheduling Preferences* to update the preferences.
- It wasn't marked to whack. Use the procedure *Changing a Site's Whack Status* to enable the URL for whacking.



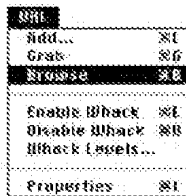
## Browsing Sites

You can quickly display a URL from the WebWhacker window. If you have whacked the URL (🔍), it is loaded directly from the WebWhacker database. If it is a new URL that has not yet been whacked (🔍) (and you have the Proxy Server Preference cache pass thru turned on), WebWhacker uses your browser to access the URL site.

### Latest Version of URLs

The page that appears in your browser is the “whacked” version of the URL that resides on your local hard drive or network. If the URL is one that changes frequently, or if you just want to make sure you are viewing the latest version, connect to the net and click once on the **Renew** button on the Toolbar to update your version. See *Renewing Subscribed URLs*.

### Browsing Sites



### Step Procedure

1. From the WebWhacker window, select the URL you want to browse. Then from the URL menu, select **Browse**.  
OR  
Go to the WebWhacker window and double-click the name of the URL.
2. WebWhacker starts your Web browser (if it is not already running) and displays the page in your browser's window.

### Access Problems

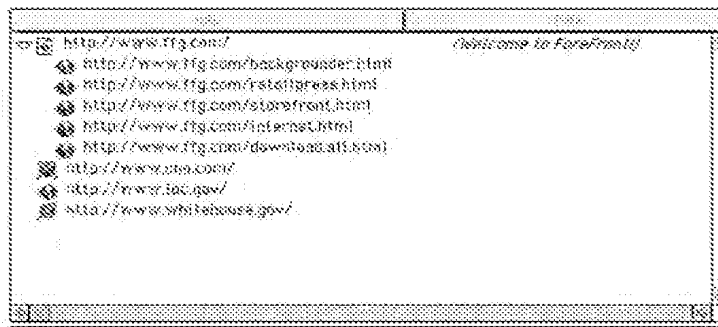
If your Web browser seems suddenly unable to access its network connection, you may have set your Browser preferences incorrectly. For more information, see *Setting Browser/Mail Preferences*.



## Displaying a List of URLs

### WebWhacker List

When you open WebWhacker, a list of all subscribed sites is shown in the upper portion of the window, in a hierarchical list of the URLs and their associated files. If a URL has been whacked, click on the small triangle next to the URL to display the associated files.



### Headline Page

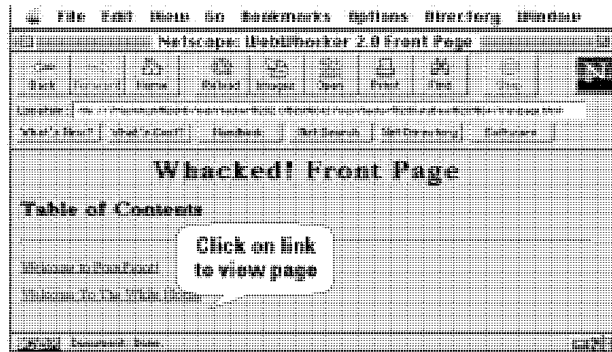
You can also use the WebWhacker **Headline** function to create a Web page with links to all the top-level, whacked URLs in the WebWhacker database.

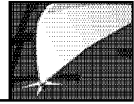


## Viewing Headlines



Select **Headlines** from the Toolbar or go to the File menu and select **View Headlines**. WebWhacker creates a Web page listing your top-level whacked URLs as links.



**Can't Load the Headlines Page**

Your Headlines page reflects the list of top-level URLs you have whacked to your hard drive or local network server. If you cannot load it from your Web browser, there are several possible causes:

|                 |  |
|-----------------|--|
| <b>Cause</b>    | WebWhacker is not running.                                       |
| <b>Solution</b> | Double-click on your desktop WebWhacker icon.                    |
| <b>Cause</b>    | Your Web browser is not running.                                 |
| <b>Solution</b> | Turn on your browser.  |
| <b>Cause</b>    | Your Internet connection is faulty.                              |
| <b>Solution</b> | Contact your network administrator or Internet service provider. |





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## Searching the Database

WebWhacker allows you to search for specific words or phrases contained in the title and/or body text of any of your whacked URLs.

### Boolean Logic

The searching facility supports Boolean search expressions (AND, OR, NOT). These search expressions are case-sensitive and must be typed in all capital letters.

- To expand your search, use OR (or "I") between the search terms. The search finds all sites containing *any one* of the search terms.
- To narrow your search, use AND (or "&") between the search terms. The search finds only those sites containing *all* of your search terms.
- To eliminate all sites containing certain terms, use NOT (or "!") before the search term. The search finds *only* those sites that do *not* contain the negated search term. You may occasionally encounter a problem in parsing queries using the NOT function. You can often sidestep these problems by using parentheses to group search terms. For example, if "x NOT y" does not work as expected, try "x AND (NOT y)".
- To combine multiple levels of search terms, use parentheses to group each level together. If you do not use parentheses, the program attempts to understand your request by assigning requests an order of precedence (from highest to lowest: NOT, AND, OR). If you are not well-versed in Boolean logic, this may lead to unexpected outcome. Using parentheses to be as specific as possible will help ensure that your request is interpreted as you want.

### Searching for Punctuation

To search for punctuation marks, you must enclose them in quotation marks (that is, to search for a question mark, type "?"). You cannot search for quotation marks (that is, "" doesn't work).

### Searching by Case

Search text is not case-sensitive. For example, WOMAN will find WOMAN, woman, Woman, even woMan.

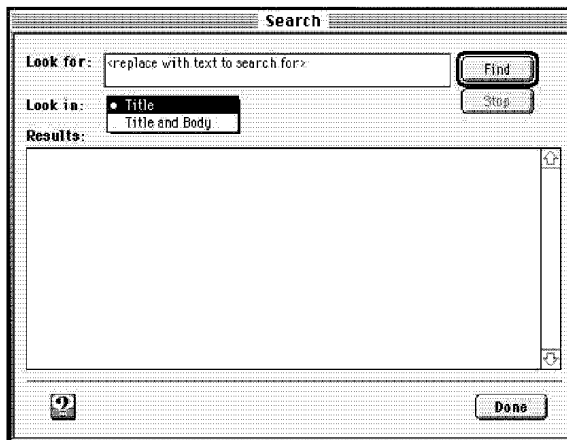


## Procedure



## Step Procedure

1. In WebWhacker, click the **Search** button on the Toolbar.  
Or go to WebWhacker's Tools menu and choose **Search**.  
WebWhacker displays the Search dialog.



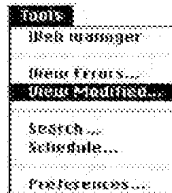
2. In the **Look for** box, type the word or words you want to find.
3. If you want to search URL Titles only, select **Title** in the **Look in** box. If you want to search the entire text of the URLs, select **Title and Body**. **Title** searches are quicker; **Title and Body** searches are more complete.
4. Click on **Find** to initiate the search. The list of URLs meeting your criteria appears in the **Results** text box.
5. When you see the URL title you want, double-click on it to load the page into your Web browser.



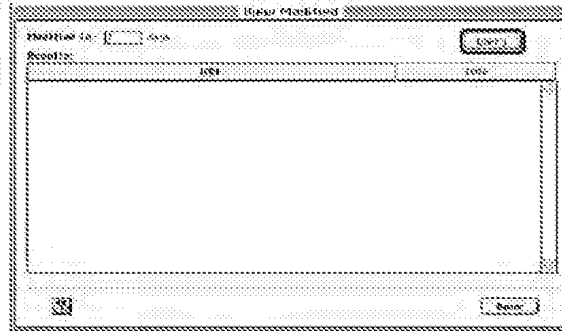
## Viewing Modified URLs

The View Modified tool displays a list of URLs that have been whacked, rewhacked, or renewed recently; that is, that have been downloaded from the Web to your hard drive or local network. You can specify the number of days included in the query.

### Viewing Modified Sites Step Procedure



1. From the Tools menu, select **View Modified**. WebWhacker displays the View Modified dialog.



2. In **Modified in \_\_\_ days**, type the number of days (previous to today) during which the URLs may have been downloaded (whacked or renewed).
3. Click **Query** to begin the search of the whacked URLs. WebWhacker displays a list of the URLs and Titles of all sites that have been modified within the specified number of days.
4. When you are finished examining the list, click **Done** to close the dialog box.



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## Renewing Subscribed URLs

To keep your information up to date, you may want to renew your URLs by setting their update frequency. You can set WebWhacker to update URLs automatically daily, weekly, or monthly; or you can manually update whacked URLs. See *Scheduling a Whack or Renewal* for more information about automatic renewals.

### How It Works

When you request a renewal, WebWhacker looks at every whacked URL in its database and compares its modified date to the current date. If, based on its update frequency property setting, the URL is scheduled for a renewal, WebWhacker then queries the site server to determine whether the page has changed. If the server indicates that the page has been changed, WebWhacker downloads the changed page. Only whacked pages are renewed; if a page has not been whacked it won't be renewed.

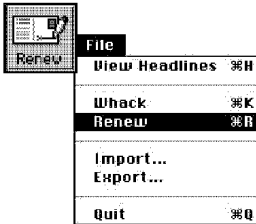
On the other hand, when you request a whack, WebWhacker looks at every URL that you have enabled for whack and queries their servers to determine whether the pages have changed. If a server indicates that a page has been changed, WebWhacker downloads the changed page (that is, rewhacks or updates the page). If a particular page has never been whacked, it will, of course, be downloaded (whacked).

### Problems

If there is a problem with the renewal, you may be able to use the Error List to determine what went wrong.



## Renewing URLs



### Step Procedure

1. Open the main WebWhacker window.
2. Be sure you have set the Update Frequency properly for all whacked URLs.
3. Click the **Renew** button on the Toolbar.  
Or go to the File menu and select **Renew**.
4. Watch the window at the bottom of the WebWhacker window to determine the current status of your renewals. When the message says *Whack complete*, your renewal is completed.

## Stopping a Renewal



If you want to stop a renewal before it has been completed, click the Toolbar's **Stop** button (which has replaced the **Renew** button).

It may take WebWhacker a moment to respond to your request before it stops whacking. In particular, WebWhacker does not pause during the connection process and extraction process (when it downloads a site and then unpacks the list of required files). You can tell if you are in the connection or extraction process by watching the messages in the status window.

## Why a Renewed URL May Not Be Re-Downloaded

- It hasn't changed since the last time it was downloaded by WebWhacker.
- It was already updated within its update frequency period. For example, the URL is set to renew weekly, and it was renewed sometime in the past week.
- Its renewal frequency is **Never**.
- You asked WebWhacker to renew the URLs but the Renewal option in Preferences is unchecked. This prevents the URLs from being updated using the Renewal function.
- You asked WebWhacker to renew a URL that has never been whacked. A URL cannot be renewed if it has not been whacked in the first place. However if WebWhacker encounters new pages at the site which meet the whacking level you specified, the program downloads these new pages during the renewal process.



## Viewing the Error List

You can display a list of all the errors WebWhacker encountered in whacking or renewing subscribed URLs. When you select a URL from the error list, WebWhacker displays the errors associated with that URL.

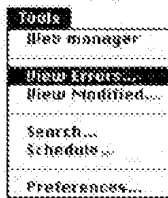
### Error Indicators

A red icon next to a URL indicates an error occurred while whacking that URL. The problem could be as simple as the user cancelling a whack, or it may indicate a URL or subordinate file could not be found. In general, a red globe (🌐) indicates a problem with downloading the URL; if the red image is a smaller globe on a piece of paper (📄), that indicates a problem with a subordinate files (usually an image could not be found).

### Persistence of Errors in Memory

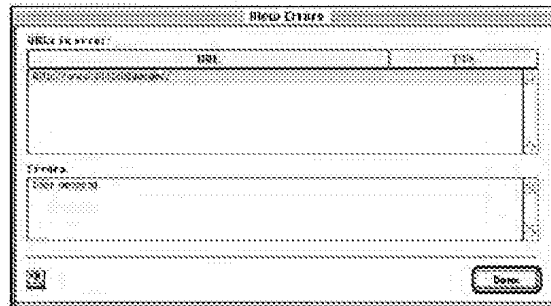
Check error conditions immediately. Error conditions are not retained once you exit the program. So the error list shows only errors from the current session.

### Displaying Errors



### Step Procedure

1. Go to the Tools menu and select **View Errors** to display a list of URLs with errors.



2. Select the URL whose errors you want to review. WebWhacker displays the errors associated with that URL in the lower window labelled **Errors**.



## Updating URL Properties

Every URL has a series of properties associated with it. You can update some of the properties displayed; others are only for your information.

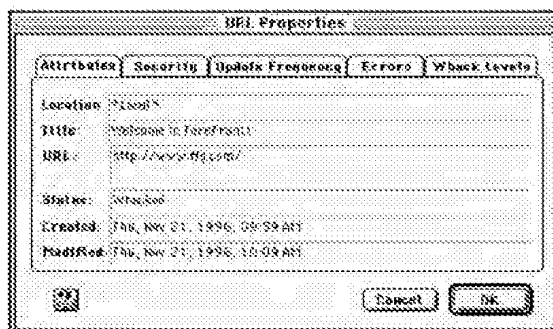
### Viewing and Updating URL Properties



#### Step Procedure

1. Select the URL whose properties you want to view or change.

Click the **Props** button on the Toolbar, or go to the URL menu and select **Properties**. WebWhacker displays the URL Properties dialog box with the **Attributes** page on top.





2. Select the page for the properties you want to view or change:
  - **Attributes.** The basic information about the site, including its title, URL address, and current status. Since WebWhacker loads all of this information for you, you can *not* change it. See *Viewing Attribute Properties*.
  - **Security.** Security settings include the user name and password associated with the site. You can update both the user name and password. See *Updating Security Properties*.
  - **Update Frequency.** This setting determines how often this URL is scheduled for update. This property works in conjunction with your scheduling preference. See *Modifying URL Frequency Properties*.
  - **Errors.** This page displays any errors encountered while whacking or renewing the URL. See *Viewing Error Properties*.
  - **Whack Levels.** This property allows you to change the number of levels of links that you want to download from the particular URL. See *Updating URL Whack Level Properties*.





## Viewing Attribute Properties

The Attribute Properties include basic information about a subscribed URL, including its title, URL address, and current whacked status.

### Viewing Attributes

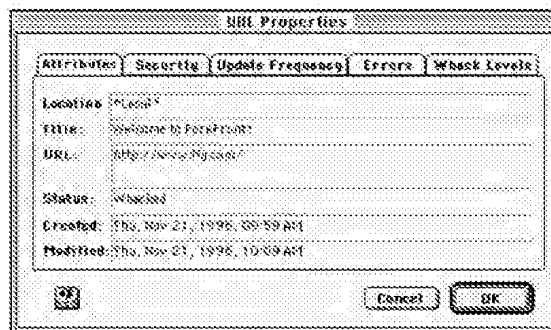


### Step Procedure

1. Select the URL whose properties you want to view.

Click the **Props** button on the Toolbar, or go to the URL menu and select **Properties**. WebWhacker displays the URL Properties dialog.

2. If necessary, click on **Attributes**. WebWhacker displays the attributes associated with the URL. This information cannot be changed.



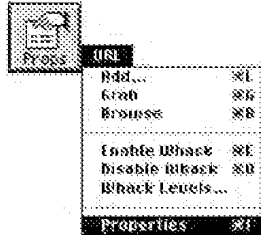
3. If you want to look at or update another property, select the appropriate page. If you are finished updating properties, select **OK**.



## Updating Security Properties

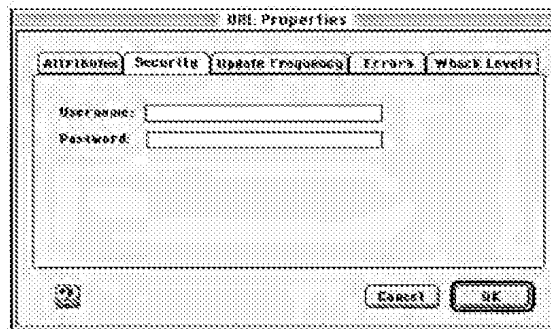
The Security Properties allow you to update the user name and password associated with a particular URL. The password is not displayed.

### Viewing and Updating Security Properties



#### Step Procedure

1. Select the URL whose properties you want to view or modify.  
Click the **Props** button on the Toolbar, or go to the URL menu and select **Properties**. WebWhacker displays the URL Properties dialog.
2. Select the **Security** page. WebWhacker displays the user name and clear text (bullets) for the password assigned to this URL.



3. If you want to change the user name or password for this particular URL, enter the new information.
4. To look at or update another property, select the appropriate page.  
If you are finished updating properties, select **OK**.



## Modifying URL Frequency Properties

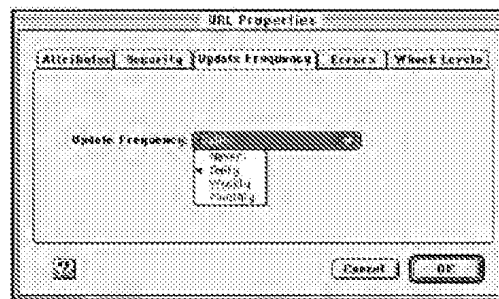
Use the Update Frequency Properties to establish how frequently a subscribed URL will be scheduled for update. This dialog works in conjunction with your scheduling preference.

### Viewing and Modifying Frequency Properties



### Step Procedure

1. Select the URL whose properties you want to view or modify.  
Click on the **Props** button on the Toolbar, or go to the URL menu and select **Properties**. WebWhacker displays the URL Properties dialog.
2. Select the **Update Frequency** page. WebWhacker displays the frequency you established for this site.



3. If you want to change how often the URL is updated, select the new frequency from the drop-down list box.
4. To look at or modify another property, select the appropriate page.  
If you are finished modifying the URL's properties, select **OK**.



## Viewing Error Properties

You can use the Error Properties to review any errors encountered while whacking or renewing a URL. You can't make any changes to this list but you can use it to analyze error conditions.

### Persistence of Errors

Check error conditions as soon as possible. WebWhacker does not retain errors in memory when you exit the program. So the Error Properties show only errors from the current session.

### Procedure



| URL             |    |
|-----------------|----|
| Add...          | SL |
| Grab            | SG |
| Browse          | SR |
| -----           |    |
| Enable Whack    | SE |
| Disable Whack   | SD |
| Whack Levels... |    |
| Properties      | SL |

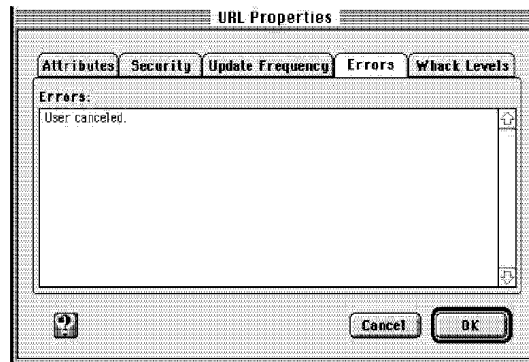
### Step Procedure

1. Select the URL whose properties you want to check.

Click the **Props** button on the Toolbar, or go to the URL menu and select **Properties**. WebWhacker displays the URL Properties dialog.



2. Select the **Errors** page. WebWhacker displays the Error List with all the error conditions associated with this URL.



3. To look at or update another property, select the appropriate page.  
If you are finished updating properties, select **OK**.



## Updating URL Whack Level Properties

You can set the number of levels you want to download from a subscribed Web site. Normally, whack levels are set when a site is grabbed or added. In addition, you can change the whack levels later using this procedure.

### Whack Levels

The whack levels you specify in the URL properties determines the number of pages WebWhacker acquires when it whacks the site.

You can choose to whack this single page, whack links from the page and from the linked pages, or whack all the pages linked to the page and all its linked pages. You can also indicate whether or not you want to whack pages from other sites linked to the selected page.

- If you only want this page, set **Levels** to **1**.
- If you want all the links from this URL and all the links from those pages as deep as possible, select **All Levels**.
- If you want something between 1 level and all levels, type the correct number in the Levels text box, or use the spin buttons to set the number. Although you can enter numbers up to 999 in this box, you will run out of hard drive space and connect time long before whacking 999 levels.
- If you don't want WebWhacker to whack pages from other Web sites that are linked to this URL, select **Remain on Site**. If you chose to whack **All levels**, **Remain on Site** is selected automatically and the option is disabled.
- We do not recommend choosing All Levels on large sites (or most commercial sites). If you want the current page to maintain some links but need to limit the size of the whack, choose 1 or 2 levels.

### Remain on Site

If you don't want to whack pages that are on a site different from the original site, select **Remain on Site**. If you choose to whack All Levels, Remain on Site is selected automatically and the option is disabled.

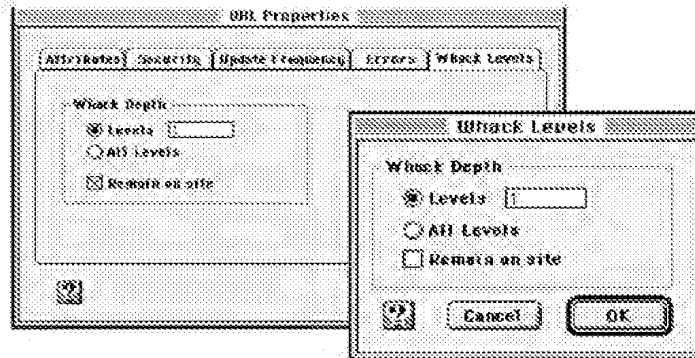


## Viewing and Updating Whack Level Properties

### Step Procedure



1. Select the URL whose whack levels you want to update.  
Click on the **Props** button on the Toolbar. Or go to the URL menu and select **Properties** or **Whack Levels**.
2. If you are using the **Props** button or the URL menu's **Properties** command to change whack levels, WebWhacker displays the URL Properties dialog. Select **Whack Levels**. WebWhacker displays the levels assigned to this site.  
If you are using the URL menu's **Whack Levels** command, WebWhacker displays the Whack Levels dialog.



3. Set your whack levels. For details, see the section on setting Whack Levels, under *Adding a New URL*.



- 
4. If you don't want to whack pages from other sites linked to this site, select **Remain on Site**. If you chose to whack **All levels** in the previous step, **Remain on Site** is automatically selected and the option is disabled.
  5. If you are using the Properties and want to look at or update another property, select the appropriate page.  
If you are finished updating properties, select **OK**.





## Deleting URLs

You can use this procedure to remove URLs from your WebWhacker database.

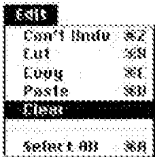
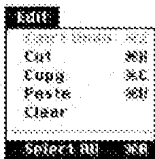
### Working with Web manager

When you add a URL within WebWhacker and choose a category folder, the site is added to Web manager as well. However, if you delete a URL from within WebWhacker, the site is deleted only from the WebWhacker database; it is not deleted from the list of files maintained by Web manager. Use the procedure *Deleting Sites and Categories in Web manager* to remove the site from Web manager.

### Database Compression

WebWhacker 2.0 does not currently compress its database when you delete sites; however, the program reuses space recovered from the deleted information before using additional hard disk space. A future release will support database compression.

### Procedure



### Step Procedure

1. To delete one or more URLs, select the URL or URLs you want to delete.

To select multiple non-contiguous sites, hold down (⌘) to select (or deselect) several URLs.

Or hold down (SHIFT) to select all the URLs between the two points.

2. When you have selected the URLs you want to delete, go to the Edit menu and select **Clear** or **Cut**. WebWhacker removes all the selected URLs from the database and from your list. (But not from the Web manager list.)





### Using Web manager

Web manager Window

Adding New URLs with Web manager

Browsing Sites with Web manager

Adding Categories in Web manager

Deleting Sites and Categories in Web manager

Moving a URL to a New Category

Assigning a Site Title



Web manager is a new bookmarking utility shipped with WebWhacker which displays Web sites according to categories such as Arts, Business, and Education, or any other categorizing system you want to use. Each category appears as a folder (or directory) containing the assigned sites and any subcategories you have created.

You can use Web manager to organize your URLs into categories and subcategories to make it easier to keep track of them. You might want the categories to be topics or areas of interest. Or perhaps you want to categorize your URLs by business topics; for example, clients, vendors, and competitors. Or, if several people use a single machine, each person might want to set up their own set of subcategories.

### Adding and Deleting Categories

You can use Web manager to set up categories and assign URLs to one or more categories. Use the procedure *Adding Categories in Web manager* to add new categories and subcategories, and the procedure *Deleting Sites and Categories in Web manager* to delete categories you no longer need.

After you have established the categories you want, you can use the procedure *Moving a URL to a New Category* to move a URL between categories.

### Displaying Web manager



You can display Web manager by clicking on the **WebMgr** button on the Toolbar or by going to WebWhacker's Tools and selecting **Web manager**.



## Web manager Window

The Web manager window displays your subscribed URLs according to category.

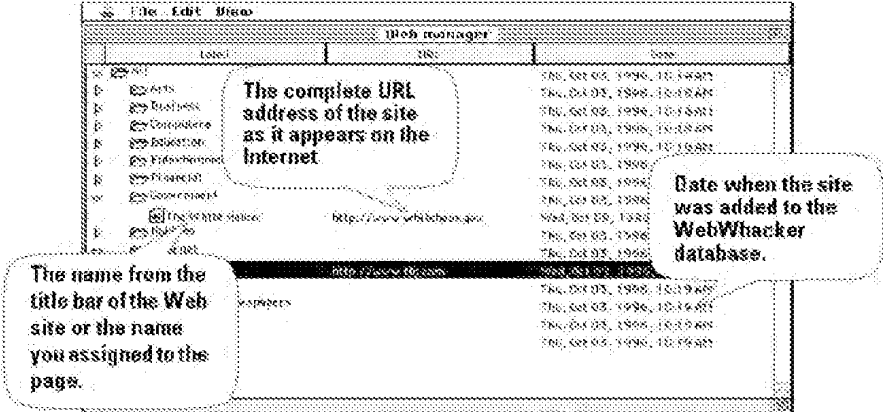
### Displaying Categories and Contents

Click the triangle next to a category folder:

- to display its subcategory folders, if any
- or to display its contents.

### Adjust Column Width

You can adjust the width of the Label, URL, and Date columns by dragging the bar that separates the names of each column.



### Site Titles

Although a site title is assigned to a page by its creator, you can change it in Web manager. See *Assigning a Site Title*.



## Adding New URLs with Web manager

Most of the time you add new URLs to WebWhacker using the add or grab URL functions of WebWhacker. However, if you know the correct URL for a site, you can add any of your favorite URLs into Web manager's categories, just as you would in any Bookmarks or Favorites list.

### Coordinating URL Sites and Categories

When you add a URL within WebWhacker, the site is added to Web manager as well. However, if you add a URL from within Web manager, the site is only added to Web manager's categorization view; it is not added to your WebWhacker database of local sites. If you want to add a site to WebWhacker, use the WebWhacker procedure *Adding a New URL*. If you want to grab a URL, use the WebWhacker procedure *Grabbing a URL*.

### Viewing Site Properties

When you open a category folder (by clicking on the triangle next to it), all the URLs assigned to that category are displayed beneath the folder. If the URL you are looking for does not appear, be sure you have opened the appropriate category.

If any of the properties are truncated, drag the column's separator bar to expand the column. The separator bar is the bar between the names of each column, located at the top of the window pane.

### Displaying Web manager



You can display Web manager by clicking on the **WebMgr** button on the Toolbar or by going to WebWhacker's Tools menu and choosing Web manager.

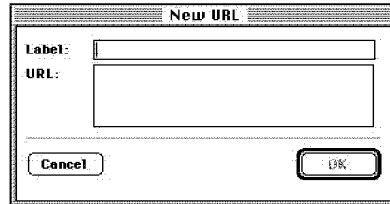


## Adding URLs in Web manager

### Step Procedure

1. From within the Web manager window, click on the triangle next to the folder titled **All** at the top of the list. Web manager displays all your current top-level category folders.
2. Click on the folder icon for the category to which you want to add this URL.
3. From the Web manager File menu, select **New URL**.

Web manager displays the **New URL** dialog.



4. In the **Label** text box, type the name you wish to give the subscribed URL. For example, The ForeFront Group.
5. In the **URL** text box, type the complete path of the new URL. For example, `http://www.ffg.com`.
6. When you click **OK**, your new URL appears listed below its category whenever you select its category folder.



## Browsing Sites with Web manager

You can use the categorized URLs in your Web manager bookmarking utility to surf the Net, looking for information in a particular area. Basically, you just open your Web browser and Web manager, then double-click the sites you wish to view.

Note that Web manager includes the sites you have categorized and downloaded through WebWhacker as well as any other sites you choose to add directly to Web manager. Since it makes no differentiation between the two approaches, Web manager always displays the remote version of the site.

### Displaying Web manager



You can display Web manager by clicking on the **WebMgr** button on the Toolbar or by going to WebWhacker's Tools menu and choosing **Web manager**.

### Browsing in Web manager

#### Step Procedure

1. Start your Web browser and open an active connection to the Web. (Web manager does not automatically start your Web browser when you select a site to browse. WebWhacker, on the other hand, does start your browser automatically.)
2. In the Web manager window, open the desired category folder.
3. Locate the URL you want to browse.
4. Double-click the name of the URL. The page appears in your Web browser's window.





## Adding Categories in Web manager

You can sort your database of subscribed URLs into as many (or as few) categories as you want. You may even create subcategories within a category. Each category or subcategory is displayed as a folder in the Web manager window.

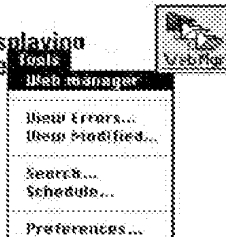
### Managing Categories

Categories are a function of Web manager, so you can only add or delete categories from within Web manager.

### Deleting URLs

Although URLs may be listed in both Web manager and WebWhacker, deleting a URL from within Web manager, only deletes the URL from Web manager's categorization view, not from your WebWhacker database. And, by the same token, deleting a URL from WebWhacker does *not* delete it from Web manager.

### Displaying Web manager



You can display Web manager by clicking on the **WebMgr** button on the Toolbar or by going to WebWhacker's Tools menu and choosing Web manager.

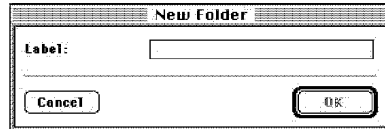


## Adding Categories in Web manager

### Step Procedure

1. From within the Web manager window, click on the word **All** labeling the folder at the top of the list.
2. If you want to add a subcategory to an existing category, click on the name of the folder that should contain the subcategory.
3. From the Web manager File menu, select **New Folder** to display the **Add New Folder** dialog.

| File          |    |
|---------------|----|
| New Folder... | ⌘N |
| New URL...    | ⌘U |
| Info...       | ⌘I |
| Quit          | ⌘Q |



4. Type the name of the new category in the **Label** text box.
5. When you're finished, click **OK**.



## Deleting Sites and Categories in Web manager

If you no longer need a URL or a category, you can delete it from the Web manager list. Deleting categories removes all the URLs assigned to that category also. If a URL is assigned to more than one category, it is only removed in the deleted category. It is not deleted from other categories or the WebWhacker database.

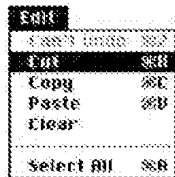


You can display Web manager by clicking on the **WebMgr** button on the Toolbar or by going to WebWhacker's Tools menu and choosing Web manager.

### Deleting Web manager sites and categories

#### Step Procedure

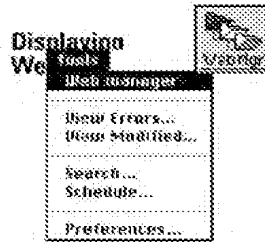
1. Click on the URL or category you want to delete.
2. Go to the Edit menu and select **Cut** or **Clear**.  
Or press **(DEL)** on your keyboard.
3. Web manager removes the URL or category from your list.





## Moving a URL to a New Category

From time to time, your category needs may change. If one category becomes too large, you may want to create subcategories or even new main categories. You can easily move URLs to new categories without any need to go on-line or to re-type the information.



You can display Web manager by clicking on the **WebMgr** button on the Toolbar or by going to WebWhacker's Tools menu and choosing Web manager.

### Moving URLs to New Categories

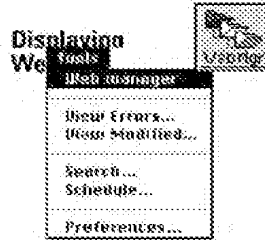
#### Step Procedure

1. From within the Web manager window, open the folder for the category which currently contains the URL you want to move.
2. Click on the URL you want to move. This selects the URL, which should now be highlighted.
3. Keeping the mouse button pressed, drag the URL to its new category folder. When the folder name is highlighted, release the mouse button.  
OR  
With the URL highlighted, go to the Edit menu and choose **Cut**. Then click on the folder to which you want to move the UR, go to the Edit menu, and choose **Paste**.
4. Your URL is now located in its new category folder. If you wish, open the new category folder to verify that your URL is present.



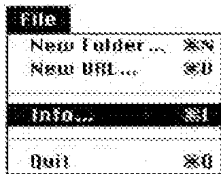
## Assigning a Site Title

The title of a Web page is usually assigned to it by its creator. However, although you cannot change the title displayed in WebWhacker or your Web browser, you can assign a different title to the URL in the Web manager list.



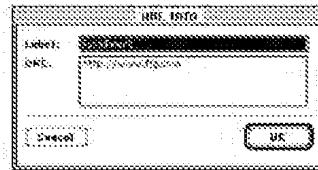
You can display Web manager by clicking on the **WebMgr** button on the Toolbar or by going to WebWhacker's Tools menu and choosing Web manager.

### Naming a URL



### Step Procedure

1. From within the Web manager window, open the folder for the category which currently contains the URL you want to name.
2. Locate the URL you want to name and click to select it.
3. From the File menu, select **Info**. Web manager displays the **URL Info** dialog.



4. In the **Label** text box, type the name you want to assign this URL. Most of the time, you want this name to be the one that appears in the title bar of the Web browser, but you can assign any name that is meaningful to you.
5. Click **OK** to close the dialog box. The site now has the new title in Web manager.





### Advanced Features

- Scheduling a Whack or Benzwal*
- Setting Preferences*
- Setting General Preferences*
- Setting Browser/Mail Preferences*
- Setting Network Preferences*
- Setting Proxy Server Preferences*
- Setting Scheduling Preferences*
- Exporting Files*
- Using FTP with WebWhacker*



WebWhacker includes several advanced features that make it easier for you to access and update your Web sites.

**Scheduling**

WebWhacker provides a sophisticated scheduling function that you can use to schedule renewals and rewhacks. In combination with the Update Frequency property assigned to each URL, the scheduling function lets you determine how often and exactly when you want WebWhacker to update your database of subscribed URLs.

See *Modifying URL Frequency Properties* for more information about establishing an individual URL's update frequency and *Scheduling a Whack or Renewal* for information on setting a global schedule for your database.

**Preferences**

This section contains detailed instructions for setting each of the WebWhacker system-wide preferences. See *Setting Preferences* for more information.

**Export Function**

You can use the WebWhacker export function to save HTML, GIF, and other types of files from subscribed URLs in your WebWhacker database to independent files on your hard drive. Using word processing and photo-editing software, you can then review and update pages and graphics you've found on the Net. See *Exporting Files* and *Using FTP with WebWhacker*.





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## Scheduling a Whack or Renewal

Scheduling a whack or renewal to take place requires you to coordinate a number of different settings. In addition to subscribing to the URL (by adding or grabbing it) and enabling it (if you want to perform an unattended whack), you must set up the correct URL Update Frequency and Scheduling preferences. Finally, if you want the whacks and renewals performed in your absence, you must remember to leave your computer on with WebWhacker running.

### Limitations

You must use a Web connection that does *not* require you to type your name and password. If your Internet Service Provider (ISP) requires you to enter your name and password manually each time (rather than with a script or a remembered password), you can not perform scheduled, unattended whacks or renewals.

### Coordinating Update Frequencies and Scheduling Preferences

The Update Frequency property and the Scheduling preferences work together in performing your whacks and renewals. Remember that the URL Update Frequency is an individual property which must be set separately for each URL. The Scheduling preferences are global (within the context of WebWhacker) and apply to all URLs.

Scheduling preferences override Update Frequency properties because WebWhacker only looks at Update Frequencies when the Scheduling Preference requests it. For instance, if your Scheduling preferences are set for weekly on a specific day (say, Sunday) but a particular URL's Update Frequency property is set to daily, that URL will only be updated once a week (on Sunday).



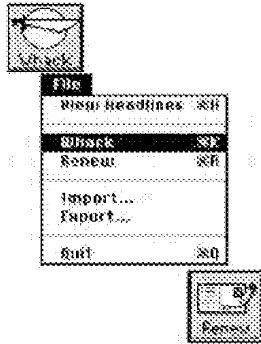
## Coordinating Whacks and Renewals

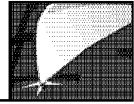
If you set your scheduled whacks and renewals to occur during the night, be sure you do not also leave your machine running on a large whack. Ongoing whacks take precedence over scheduled whacks and renewals. If a whack is already in progress, a scheduled whack or renewal will not kick off. The scheduled whacks and renewals are not reset; the scheduling cycle is simply skipped for that time.

## Scheduling Whacks and Renewals: Overview of Procedure

- | Step | Procedure   |
|------|---|
| 1.   | Subscribe to the desired URLs by adding or grabbing them. See <i>Adding a New URL</i> and <i>Grabbing a URL</i> .                         |
| 2.   | For new whacks, be sure the subscribed URLs have been enabled. See <i>Changing a Site's Whack Status</i> .                                |
| 3.   | For renewals, be sure the subscribed URLs have the appropriate update frequency set. See <i>Modifying URL Frequency Properties</i> .      |
|      | Be sure that you have set scheduling preferences correctly. See <i>Setting Scheduling Preferences</i> .                                   |
| 4.   | If you want to perform the whack immediately, click the <b>Whack</b> button from your Toolbar, or choose <b>Whack</b> from the File menu. |

If you want to perform the renewals immediately after the whacks, click the **Renew** button from your Toolbar, or choose **Renew** from the File menu.





- 
5. If you want WebWhacker to perform the whack or renewal in your absence, you must also have your Web connection set up so that it automatically sends your username and password to your Internet Service Provider. If you normally type in your username and password manually, the scheduled whack or renewal will not occur.
  6. When you leave, be sure your computer is running, is plugged into a modem or network card, has an active Internet connection, and has WebWhacker running.



## Setting Preferences

The Preference functions allow you to set various system-wide preferences.

| Setting Up Preferences | Step | Procedure   |
|------------------------|------|---|
|                        | 1.   | From the Tools menu, select <b>Preferences</b> .  |
|                        | 2.   | Select the tab for the preference you want to change. From the Preferences dialog, you can specify: <ul style="list-style-type: none"><li>• <b>General Preferences.</b> Specifies whether to download in-line graphics on whacked pages, to show the Welcome dialog when WebWhacker starts, and to use Internet Config. See <i>Setting General Preferences</i>.</li><li>• <b>Browser/Mail Preferences.</b> Identifies your Web browser and specifies your e-mail account. See <i>Setting Browser/Mail Preferences</i>.</li><li>• <b>Network Preferences.</b> Sets up network management options. See <i>Setting Network Preferences</i>.</li><li>• <b>Proxy Server Preferences.</b> Sets proxy options and preferences for sites with firewalls. See <i>Setting Proxy Server Preferences</i>.</li><li>• <b>Scheduling Preferences.</b> Schedules site updates, in conjunction with the URL update frequencies. See <i>Setting Scheduling Preferences</i>.</li></ul> |



## Setting General Preferences

Use the **General** tab of the Preferences dialog box to set basic preferences for the WebWhacker program.

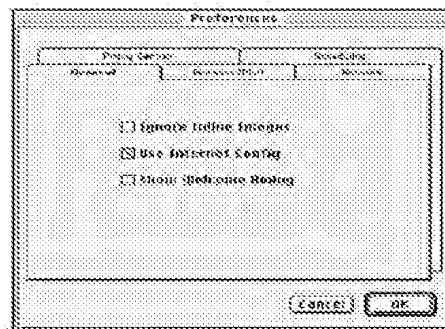
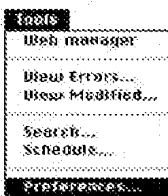
### WebWhacker Mac and Internet Config

WebWhacker for Macintosh is an Internet Config-aware application. This means that you can tell WebWhacker to get information such as your e-mail address, URL, and favorite browser from Internet Config, rather than setting these preferences up within WebWhacker. (Internet Config is a downloadable Macintosh utility applet that allows you to set up Internet options once and send your preferences to all Internet Config-aware applications.)

### Configuring General Preferences

#### Step Preferences

1. From the Tools menu, select **Preferences**. Then select the **General** tab. WebWhacker displays the **General** preferences dialog.





2. If you want WebWhacker to ignore inline images when it whacks pages, select **Ignore Inline Images**. Ignoring inline images is the same as setting your browser to not display images. This makes the whacking and displaying of pages faster.
3. If you use the Internet Config utility to set up your networking options and want WebWhacker to get its configuration information from Internet Config, put an X in the box labeled **Use Internet Config**. If you do not use Internet Config (or do not know what it is), leave this box blank.
4. If you want the Welcome dialog to load automatically when you open WebWhacker, select **Show Welcome Dialog**. You can set WebWhacker to bypass the Welcome dialog by clearing this check box.
5. If you want to update another preference, select the appropriate tab.

If you are finished updating preferences, select **OK**.



## Setting Browser/Mail Preferences

Use the Browser/Mail preferences to specify your browser and e-mail address.

### Crossed Preferences

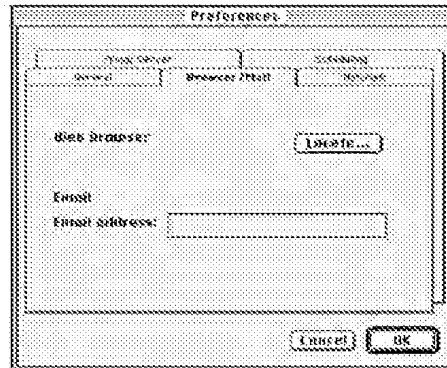
If you have more than one browser on your system, you can only view your WebWhacker database from the browser set in the browser preferences.

### Setting Browser and Mail Preferences



#### Step Procedure

1. From the Tools menu, select **Preferences**. Then select the **Browser/Mail** tab. WebWhacker displays the **Browser/Mail** Preferences dialog box.



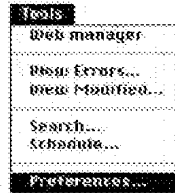
2. The **Web Browser** option identifies the Web browser WebWhacker should use for browsing and grabbing sites. Click the **Locate** button to navigate your hard drive and find your Web brows
3. Type your complete e-mail address in the **Email Address** text box.
4. If you want to update another preference, select the appropriate tab. If you are finished updating preferences, select **OK**.



## Setting Network Preferences

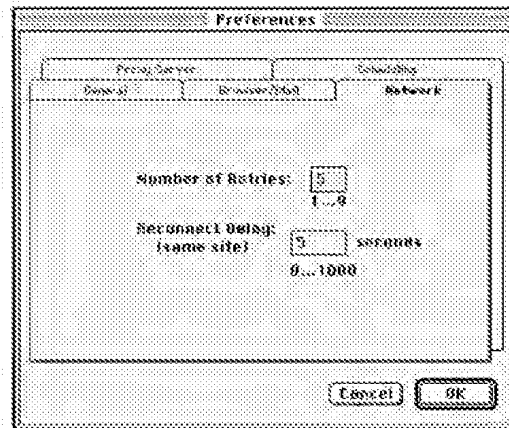
Use the **Network** preferences to specify basic network management options.

### Procedure



### Step Procedure

1. From the Tools menu, select **Preferences**. Then select the **Network** tab.



2. Enter the number of times you want WebWhacker to try to access a site if it is unsuccessful on the first attempt.
3. Enter the amount of time, in seconds, you want WebWhacker to wait before whacking or downloading subsequent URLs from the same server. Waiting a few seconds is proper Netiquette, so you don't tie up a server.
4. If you want to update another preference, select the appropriate tab. If you are finished updating preferences, select **OK**.





## Setting Proxy Server Preferences

### Setting Up Behind a Firewall

If your site is running behind a firewall, use the **Proxy server preferences** tab to tell WebWhacker the name or IP address and port number of your HTTP proxy (FTP proxy is not currently supported). If you are not sure of this information, contact your network administrator.

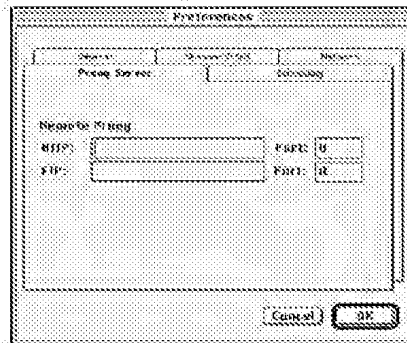
If you are not running behind a firewall, you need not enter this information.

### Procedure



### Step Procedure

1. From the **Tools** menu, select **Preferences**. Then select the **Proxy Server** tab.



2. If you are accessing the Internet from behind a firewall or company proxy server, enter the name or IP address and port number for the HTTP proxy. Contact your network administrator for this information.
3. The FTP Proxy function is not currently implemented.
4. If you want to update another preference, select the appropriate tab. If you are finished updating preferences, select **OK**.



---

## Setting Scheduling Preferences

You can use the Scheduling function to specify the schedule for URL updates. Scheduling works in conjunction with the URL Update Frequency property, which is set each time you add or grab a new URL or when you specifically change an existing URL's properties. This update frequency setting is stored separately for each URL. The Scheduling setting, on the other hand, is set globally and determines how often WebWhacker attempts to check subscribed URLs to see if they should be updated.

### How It Works

Every time you subscribe to a new URL by adding or grabbing it, WebWhacker lets you establish the frequency with which your subscription to that URL is renewed. Some URL subscriptions you may never want to renew; others you may want to update daily, weekly, or monthly. Based on the frequency schedule you establish in the program's Scheduling preferences, WebWhacker looks at the Update Frequency for each URL to determine which URLs are eligible for update and then queries the server at that page's original site to determine whether the site has changed since the last time you downloaded it. If the page has changed, WebWhacker renews it by reacquiring the page information.

For example, if your preferences are set to renew daily at midnight, every night WebWhacker looks at all the URLs that have been assigned an update frequency. If the update criteria is met (the frequency is daily or today is a week or a month after the last update), WebWhacker queries the server at the page's original Internet location to determine the page's modification date on the server. The program then compares the two modification dates (on the server and on your local desktop). If the server-based modification date is later than your local modification date, the page has probably changed since your last update, so WebWhacker downloads the updated page.



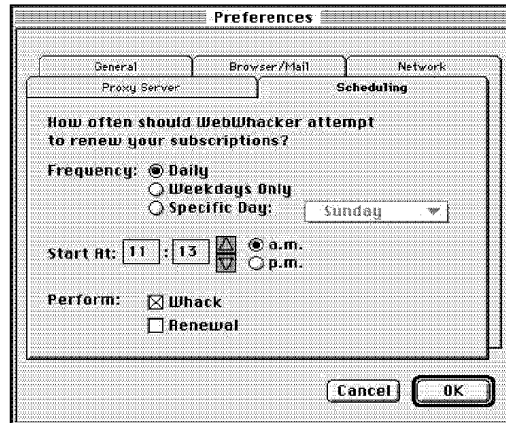
## Configuring Scheduling Step Procedure



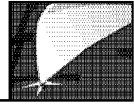
1. Click the **Schedule** button on the Toolbar.




OR

From the Tools menu, select **Preferences**. Then select the **Scheduling** tab. WebWhacker displays the **Scheduling** preferences page.



2. Select the scheduling options you want:
  - If you want to schedule updates to occur every day, select **Daily**.
  - If you only want to updates on weekdays (Monday through Friday, but not Saturday and Sunday), select **Weekdays Only**.
  - If you want to specify weekly updates on a particular day, select **Specific Day**. Then select the desired day.



3. Select the time you want the scheduled updates to start. Many people prefer scheduling updates for around midnight when access rates may be cheaper and they aren't using their system.
4. If you want WebWhacker to whack all URLs that have been enabled, select **Whack**. URLs that have been enabled for whacking include a knife symbol ( , , or  ) in their icon.
5. If you want WebWhacker to look at all subscribed URLs that are eligible for renewal (according to their Update Frequency Property) and download any that have changed since the last time you whacked or renewed them, select **Renewal**. You can select **Whack, Renewal**, or both.
6. If you want to modify another preference, select the appropriate tab.  
If you are finished modifying preferences, select **OK**.



---

## Exporting Files

The Export function allows you to save much of the information in your database of subscribed URLs to text and image files on your hard drive or local network. You can use these files if you want to recycle graphics from a Web page or to examine and edit the HTML code of a page you admire.

### How It Works

WebWhacker's Export function works in a manner similar to the **File/Save as** function of your Web browser, except that it adds the ability to automatically save all images or other associated files referenced in the HTML code. The exported files contain only raw HTML—the information you see when you choose to **View Document Source** in your Web browser. If the HTML page references any images, movies, or other enhancements, the associated files are saved in the appropriate format (for example, graphics are usually GIFs or JPGs).

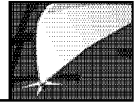
Unless the original Web page creator used relative URLs to reference embedded graphics, etc., these exported pages do not include any working links and thus do not function like typical Web pages. However, the text file of HTML code, the graphic file, or embedded movie file can be viewed with any application that can deal with that particular file type. For example, you can view the HTML code with most word processors; you can view GIF or JPEG files with most photo-editing applications.

### Time Requirement

Exporting a large file or group of files may take a long time. As when you are deleting or saving a large file to your hard drive, you can *not* stop the export in the middle of the process.

### File Formats

When you select a page for export, the Web page files are exported in HTML format while the included files retain their native formats (usually GIF or JPG for images, AVI or MOV for movies, etc.)



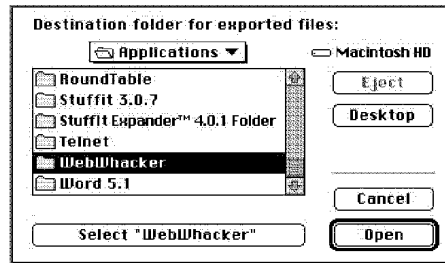
## Dating Exported Files

Exported files carry the date on which they were saved to disk. They do *not* reference the date on which the original Web page was created or the date on which it was last downloaded to your WebWhacker database.

## Exporting Web Pages and Associated Files

### Step Procedure

1. To export a particular page and its associated files, select its URL in Tree View. If you select a URL that contains images or other multimedia files, these associated files are included in the export.
2. From the File menu or Toolbar, choose **Export**. WebWhacker displays the **Browse for Folder** window.



3. Navigate to the folder to which you want to export the selected file or files.
4. When you click on  (where "Folder Name" is replaced by the actual name of the destination folder on your hard drive), the selected files are exported as marked.



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## Using FTP with WebWhacker

When you use WebWhacker to whack a site that includes FTP (File Transfer Protocol) pages, the FTP'd pages cannot be viewed using WebWhacker as a Web browser proxy.

### **Text Files**

If the pages are text files, you can view these pages if you Export them and then view them with a text editor (such as the Simple Text accessory that ships on Macintoshes) or any word processor that can view text files. See *Exporting Files*.

### **Compressed Files**

Other FTP'd files may be compressed files (usually ending in .hqx or .sit). These files must be uncompressed using a Stuffit™ utility.



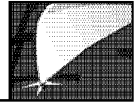




## Reference Section

Glossary

Known Problems and Limitations



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**Glossary**

This reference section contains a glossary of commonly used Internet terms as well as special WebWhacker terminology.

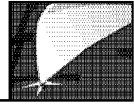
**Known Problems**

The Known Problems section describes known problems and product limitations as of the date of this manual. For more late-breaking information see the `Readme` file delivered with the product.



## Glossary

- add (a URL)** Subscribe to a URL by typing its full Internet address. When you add a URL (as opposed to grabbing it), you must manually enter the full URL in the **URL to Add** dialog.
- address** Either an IP Address (the 32-bit address assigned to TCP/IP host computers) or an e-mail address (the name and location address to which all of your electronic mail is sent).
- Boolean logic** Named for 19th century English mathematician George Boole, Boolean logic uses AND, OR, and NOT as its primary operators, just as add, subtract, multiply, and divide are the primary operators in arithmetic.
- A Boolean search requires that specific conditions must be met. For example, a search using the terms *tropical* and *fruits* with the AND operator finds all occurrences that contained both the word *tropical* and the word *fruits*. See *Searching the Database*, pg. 3–15.
- bookmark file** (also called *hotlist* and *favorites*). Collection of Net site addresses saved into an HTML file by a Web browser. The list may be organized around a single topic or may be a list of the user's favorite sites.
- browser (Web browser)** Program that allows the user to find and view information on the World Wide Web (WWW). It generally refers to a Web browser, which translates HTML-coded pages into graphical interfaces on the user's computer. See also *WWW*, pg. 6–8.
- category** Groups or sets of URLs gathered together. Using the Web manager bookmarking utility, you can define the categories that meet your needs. See *Adding Categories in Web manager*, pg. 4–6








- 
- database** WebWhacker stores indexing and key information about the sites you have saved in a database. The files themselves are stored in a special folder. You cannot access or manipulate this database with any other database management system; it is in a format that only WebWhacker can interpret. However, you can export an individual file in raw HTML format.
- DNS** (Domain Name System). Database system used to map the meaningful names humans use to refer to machines on the Internet (such as, The ForeFront Group) onto the IP addresses that the computers use to access one another. DNS allows the user to type in a simple, memorable company name which the computer converts into a unique series of numbers.
- domain** Technically, the alphanumeric part of the DNS naming system; it is usually identifiable as a series of words separated by periods (called *dots*). For example, *ffg.com* is pronounced *ffg-dot-com*. In general terms, a domain is a logical region of the Internet and is commonly referred to as a *site*.
- e-mail** (electronic mail) Method by which computer users can exchange messages over a network. E-mail is probably the most widely used communications tool on the Internet. There are many conventions to e-mail, but most entail “To:”, “From:”, and “Subject:” lines. One of e-mails advantages is its ability to be forwarded and replied to easily.



- e-mail address** Set of names which routes your e-mail to you. By convention, an e-mail address is made up of several parts, separated by periods. The first part of the address, the username, identifies a unique user on a server. The "@" (pronounced "at" in the United States) separates the username from the host name. The host name uniquely identifies the server computer and is the last part of the Internet e-mail address. Large servers, such as those used at universities or large companies sometimes contain multiple parts, called subdomains. Subdomains and the host name are separated by a "." (pronounced "dot").
- The three-letter suffix in the host name identifies the kind of organization operating the server (some locations use a two-letter geographical suffix). The most common suffixes are: com (commercial), edu (educational), gov (government), mil (military), net (networking), org (non-commercial). Addresses outside of the U.S. sometimes use a two-letter suffix that identifies the country in which the server is located. Some examples are: jp (Japan), nl (The Netherlands), uk (United Kingdom), ca (Canada), tw (Taiwan).
- favorites list** See *bookmark file*, pg. 6-2.
- firewall** Network node used as a boundary, or security device, to prevent Internet traffic from crossing over from one side to another. A firewall may be implemented in a router protecting a company's or institution's server, or it may be a specialized device used for such purposes.
- FTP** (File Transfer Protocol) TCP/IP protocol for transferring (copying) from one machine on the Internet to another. Basically, it is the Internet version of the File Copy functions on most desktop platforms. Since FTP evolved on the UNIX platform, its commands for making and changing directories, transferring, copying, moving, and deleting files were originally rather arcane text-based commands typed at a prompt. Fortunately, many graphical applications are now available that make FTP commands as easy as dragging and dropping.
- grab** Subscribe to a URL while browsing the site. When you grab a URL (as opposed to adding it), the program picks up the URL from your browser for you and automatically enters it into the **URL to Add** text box. See *Grabbing a URL*, pg. 3-6.



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|                    |  |
|--------------------|--|
| <b>headline</b>    | Within the context of WebWhacker, title of a whacked URL displayed on a list in a special localized Web page. You can click on any of the headlines to load that whacked URL into your browser. Headlines generally reflect the title assigned to the page by its creator.   |
| <b>home page</b>   | Point of entry into a company's, individual's, or institution's set of HTML pages on the World Wide Web. This foundation page is often used as an index with links to other resources on the Web or to other Internet servers.   |
| <b>hotlist</b>     | See <i>bookmark file</i> , pg. 6-2.  |
| <b>HTML</b>        | (HyperText Markup Language) Standard way to mark text documents to be published on the World Wide Web. HTML code is distinguished by its use of tags surrounded by brackets; for example, <BODY> is the standard tag for beginning the body of any HTML document. HTML code is what you see when you select View Document Source in your browser.  |
| <b>IP</b>          | IP stands for Internet Protocol, the second half of the standard TCP/IP package that provides the most fundamental protocols on the Internet. IP defines the unit of information passed across the Internet.   |
| <b>IP address</b>  | 32-bit address assigned to Internet hosts using TCP/IP.  |
| <b>ISDN</b>        | (Integrated Services Digital Network) Access provided by telephone carriers which combines voice and digital (computer) services on a single medium. ISDN connections provide faster access than is available through basic modem connections.   |
| <b>knife icons</b> | <ul style="list-style-type: none"><li>• One knife (for example, ) indicates you only want to whack one level of the subscribed URL.</li><li>• Two knives ( or ) indicate you want to whack multiple levels of the subscribed URL.</li><li>• Red icons ( or ) indicate an error occurred when the URL was whacked.</li></ul> |



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|---------------------|---|
| <b>mirror site</b>  | Many Web and FTP sites have become so popular that they have acquired "mirror sites" to alleviate congestion. Mirror sites are areas on another computer that "mirror" or contain an exact replica of the directory structure of the files on the overly popular site's computer. If you have trouble getting connected to an FTP site, for example, because of the high amount of traffic, you can usually connect to a mirror site that contains the same information on a different computer. Mirror sites are usually updated once a day. |
| <b>PPP</b>          | (point-to-point protocol) Protocol that provides a method for transmitting packets over serial point-to-point links. PPP is one of the most popular methods for dial-up connections to the Internet, since it allows you to use other standard protocols (such as IPX, TCP/IP, and Netbeui) over a standard telephone connection, but it can also be used for LAN connections.  |
| <b>properties</b>   | Information about any subscribed URL, whether or not it has been whacked yet. The URL Properties sheets will give you a URL's Attributes (Title, URL, Status, Creation Time, and Modified Time), Security Issues (username and password), Update Frequency, any Errors, and Whack Levels with <b>Remain on Site</b> setting. See <i>Updating URL Properties</i> , pg. 3-21.   |
| <b>protocol</b>     | Language spoken between computers to exchange information. More technically, a protocol is the formal description of formats and rules followed by machines to exchange information. Different protocols are used to exchange different sorts of messages, such as news for newsgroups and FTP for file transfers.  |
| <b>proxy</b>        | Special kind of application which serves as an interface between the Web browser and the actual connection to the Internet.   |
| <b>proxy server</b> | Application which passes information between a browser and the Internet.  |



- red icons** (  or  ) Indicates an error occurred while whacking that URL. The problem could be as simple as the user cancelling a whack, or it may indicate that a URL or subordinate file could not be found. In general, if the red image is a globe, that indicates a problem with downloading the URL; if the red image is a smaller globe on a piece of paper, that indicates a problem with one of the subordinate files (usually an image that could not be found). See *Viewing the Error List*, pg. 3–20 or *Viewing Error Properties*, pg. 3–26.
- remain on site** When WebWhacker begins whacking a URL site, it whacks all links to the level you specify. If the page has links to another site, you might not want to whack those pages. Select  in the Whack Levels dialog to keep WebWhacker from transversing and whacking links to other sites. You can only use the  option if you are specifying a number of levels to whack; if you are whacking all the links from a page,  is selected automatically and the option is grayed out, making it unavailable.
- SLIP** (Serial Line Internet Protocol) Standard protocol (similar to PPP) which is used to run TCP/IP over serial lines, such as telephone circuits or RS-232 cables. Unlike PPP, however, SLIP does not work on a LAN connections. SLIP is probably the most popular way for dial-up users to access the Internet. In general, Web access requires a SLIP or PPP connection.
- T1/T3** Two terms coined by AT&T to describe the types of high-speed connections of hosts to the Internet. A T1 connection transmits a DS-1 formatted digital signal at 1.544 megabits per second. A T3 connection transmits a DS-3 formatted digital signal at 44.746 megabits per second.
- TCP** (Transmission Control Protocol) First half of the standard TCP/IP package that provide the most fundamental protocols on the Internet. TCP provides the transport level standards that allow a process on one machine to send data to a process on another machine.
- TCP/IP** Standard package that provide the most fundamental protocols on the Internet.





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|                         |   |
|-------------------------|---|
| <b>URL</b>              | (Uniform Resource Locator) Standard address format used to identify and locate sites on the Internet. World Wide Web site URLs begin with the prefix <code>http://</code> (HyperText Transfer Protocol), generally followed by <code>www</code> (World Wide Web). After the standard prefixes, URLs use identifiers for different domains and subsections of domains, each separated by a period (.). The various levels of a site are separated by a forward slash (/); individual home pages are often preceded by a tilde (~). |
| <b>URL subscription</b> | When you add or grab a URL, you create a subscription to that URL. It is called a <i>subscription</i> because, like a newspaper or magazine subscription, you can be scheduled to automatically receive a copy of the updated materials (in this case, the new Web page or pages). See <i>Renewing Subscribed URLs</i> , pg. 3–18.  |
| <b>Web page</b>         | Page of a document on the World Wide Web.   |
| <b>whack</b>            | Download a site from its location on the World Wide Web and copy it to your hard drive or local network. Depending upon how you have set up the whack (in the New URL dialog), your local copy can include all graphics, audio and video clips, and links to other pages and/or sites. See <i>Whacking Sites</i> , pg. 3–11 and <i>Setting General Preferences</i> , pg. 5–5.   |
| <b>whack levels</b>     | Number of link levels WebWhacker acquires when it whacks the site. See <i>Updating URL Whack Level Properties</i> , pg. 3–27.   |
| <b>WWW</b>              | (World Wide Web or Web) Collection of on-line documents housed on Internet servers around the world. The concept of the Web was created by researchers at CERN in Switzerland. Web documents are written or coded in HTML. To access these documents, you must use a Web browser, such as Internet Explorer or Netscape Navigator. When these browsers access (or hit) a page, the server uses the HyperText Transfer Protocol (HTTP) to send the document to your computer.  |



## Known Problems and Limitations

- Browser Links** If your system loads a different program when you are expecting it to load your Web browser, you may have your browser improperly designated in the WebWhacker Preferences. See *Setting Browser/Mail Preferences*, pg. 5-7.
- CGI-Generated Scripts and Images** WebWhacker 2.0 does not support CGI-generated scripts and images. We do, however, support client-side image maps.
- Database Compression** WebWhacker 2.0 does not currently compress its database when you delete sites; however, the program will reuse space recovered from the deleted information before using additional hard disk space. A future release will support database compression.
- Forms (Search Forms)** WebWhacker 2.0 does not support HTML forms (for example, search forms).
- FTP** When whacking files, be sure that your FTP path ends with a file name. (FTP only supports the transfer of files; it does not download directories.)
- For example, `ftp://somewhere.out.there/files/` does not work. The correct format is: `ftp://somewhere.out.there/files/file1.txt`.
- At the present time, WebWhacker 2.0 does not work as an FTP proxy. See *Using FTP with WebWhacker*, pg. 5-15.
- Interrupted Whacks** If your modem drops your Internet connection, your operating system may not be aware of the lost connection. In that case, WebWhacker may also be unaware of the lost connection and may hang. Use the Cancel function (⌘-period) to stop WebWhacker.
- Unsupported Protocols** WebWhacker 2.0 does not support file, gopher, mail, news, and nntp. When the program encounters references to these protocols in the HTML, the references are skipped.



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# WebWhacker 2.0



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## Introduction



## What is WebWhacker?

WebWhacker 2.0 enables you to save your favorite Web sites, organize them into categories, and use your favorite web browser to surf the Net offline—with faster loading and no additional online charges. Developed by the **ForeFront Group, Inc.**, WebWhacker 2.0 downloads entire Web pages or sites—including text (HTML), images, and other objects—and stores them on your local desktop machine or your company's server. By reducing your dependency on an Internet connection, WebWhacker 2.0 saves you time and money.

For each of your favorite Web sites, you will subscribe to its URL, assigning it to a category and specifying how often your subscription will be renewed. A renewed subscription is much like a magazine or newspaper subscription: you receive a new copy whenever the text and graphics of the original page changes. The "whacked" sites provide a locally stored mirror image of the original Web site which can be viewed and navigated locally with any Web browser. Besides being economical, this approach gives you more control.

## Who can use WebWhacker?

### Corporations can use WebWhacker to:

- ◆ *Create firewalls*, helping to insulate the company server from illegal outside access.
- ◆ *Train employees in Web techniques* without online access.
- ◆ *Lower online costs* by storing frequently accessed Web sites locally.
- ◆ *Limit recreational surfing* by employees.
- ◆ *Keep information up-to-date* by setting automatic renewals.

### Schools can use WebWhacker to:

- ◆ *Create focus sites* on topics relevant to current curriculum.
- ◆ *Save teacher time* by eliminating the need to monitor student choices.
- ◆ *Reduce connect charges* by directing and speeding up searches to desired topics.
- ◆ *Limit liability* by pre-censoring the available sites.

### Individuals can use WebWhacker to:

- ◆ *Create offline presentations* to demonstrate products or sites without Web access.
- ◆ *Store favorite sites* to create a "super bookmark" file with free access!
- ◆ *Set automatic updates* to ensure access to the latest version of Web sites.

## What's new in 2.0?

- ✓ WebWhacker 2.0 works as a **proxy server** for your Web browser. Once you have it set up, WebWhacker makes viewing local and online web pages transparent. Since WebWhacker keeps a database of all your whacked pages, it handles the loading of Web pages, automatically choosing whether the page comes from your local database of whacked sites or is retrieved from the Internet. You can even export the HTML and related files for a specified site.
- ✓ WebWhacker 2.0 lets you import Netscape Navigator™ bookmark file, so that you can quickly and easily create a database of your favorite sites on your local hard drive. You can then refer back to frequently used sites over and over without additional online connection charges.
- ✓ WebWhacker 2.0 lets you view whacked Web pages in two different views. **Tree View** displays a hierarchical structure sorted by the interrelationships of the pages. **List View** can display whacked sites sorted either by location (URL) or page title.
- ✓ WebWhacker 2.0's new interactive interface incorporates **Wizards** for your most common tasks and allows you to schedule your whacks and updates.
- ✓ WebWhacker 2.0 lets you schedule updates to whacked pages. You can **renew** existing pages or **whack** new pages or both. You can schedule updates for individual pages on a daily, weekly or monthly basis. WebWhacker only downloads changed pages, saving you time and money.
- ✓ WebWhacker 2.0 lets you search the titles and text of your whacked pages for specific text. You can even conduct complex Boolean searches.
- ✓ A new WebManager utility applet lets you sort your whacked sites according to general **categories** (such as Business, Finance, Education) or by specific subdivisions (such as clients or projects) that you set up. This new management tool's use of categories makes it easier to manage large numbers of whacked sites.
- ✓ A new AppBar gives you quick access to the most commonly used functions of WebWhacker. The new AppBar appears as a toolbar—similar to the Windows 95 Taskbar or the taskbars for the major office suites—and can be docked along any edge of your screen.

---

## Installing WebWhacker 2.0



Before using WebWhacker, you must:

- Make sure your system meets the minimum requirements.
- Install the program.
- Set preferences for the program.
- Configure your Web browser to use WebWhacker.
- For best results, add WebWhacker to your StartUp group.
- If you are upgrading from version 1.0, import your groups.

If you want to get up to speed quickly, be sure to take the Quick Tutorial included in this Help file.

## System requirements

### Required

- ◆ 486-SX or higher class machine
- ◆ Windows 95™ or Windows NT 4.0™  
(Windows NT 3.5.1™ runs WebWhacker, but not the AppBar)
- ◆ 4 MB RAM. Additional memory makes WebWhacker run faster.
- ◆ 10 MB free hard drive space  
(2 MB for the program; 8 MB for whacked sites)
- ◆ An active Internet connection with a Winsock-compliant network product
- ◆ TCP/IP connection with SLIP, PPP, or direct connectivity
- ◆ Correctly configured Windows 95 dial-up networking setup, if you wish to use scheduling to perform unattended downloading
- ◆ SpyGlass SDI standard-compliant Web browser, such as:
  - Internet Explorer™ version 2.0-3.0 beta 2
  - Netscape Navigator™ version 1.1b3-3.0 beta 5
  - Enhanced Mosaic™ version 2.0 or later

**TIP:** A Web browser is required only for viewing whacked URLs. You may whack URLs from the Internet with any Web connection.

### Recommended

- ◆ 486DX-33 or higher class machine
- ◆ 8 MB RAM or more
- ◆ Additional hard drive space

## Upgrade from WebWhacker 1.0

WebWhacker 2.0's Install Shield Wizard takes care of most of the work of upgrading from version 1.0 to version 2.0. If you are only upgrading the software, no additional steps are needed. If you are also bringing along your version 1.0 groups, you will add two steps to the installation process.

**DO NOT DELETE YOUR WEBWHACKER 1.0 DIRECTORY OR FILES** if you want to retain your previously whacked webs. To migrate earlier groups of subscribed URLs into the new product, you must also import the database group files and rewhack the sites.

### Upgrading from WebWhacker 1.0

- ☒ Install and configure WebWhacker 2.0.
- ☒ Import your earlier groups of subscribed URLs.
- ☒ Rewhack the subscribed URLs you have just imported.

## Installation step 1: Install the WebWhacker program

### Installing WebWhacker


1. If you have acquired WebWhacker on disk, insert disk 1 in your floppy drive.  
OR  
If you have downloaded WebWhacker as a zipped file (.ZIP), copy your zip file into an empty folder (directory). Double-click on the .ZIP file or open it from within your zip manager. All program files will be expanded into the current folder (directory).  
OR  
If you have downloaded WebWhacker as a self-extracting executable (\*.EXE), copy your executable (\*.EXE) file into an empty folder (directory). Double-click on the .EXE file. The InstallShield Wizard will start. With an .EXE file, you will skip Step 2 and go directly to step 3 below.
2. Click on your Windows **Start** button, choose **Settings**, and then **Control Panel**. Double-click on **Add/Remove Programs**, and choose **Install** from the **Install/Uninstall** page. Click **Next** to tell Windows 95 to find the setup file. When A:\SETUP.EXE (or SETUP.EXE preceded by the appropriate path) appears in the **Command Line for installation** text box, click **Finish** to start the installation process. If Windows cannot find the SETUP.EXE file, use the **Browse** button to navigate to the folder into which you copied and expanded your WebWhacker files.
3. When the Setup **Welcome** screen appears, you are advised to close down all currently running programs. Use **Alt-Tab** to switch to each running program in turn and then exit that program.
4. In the **Choose Destination Location** screen, you have the option of choosing the directory in which to install WebWhacker. By default, WebWhacker installs on your hard drive in C:\PROGRAM FILES\FORFRONT\WEBWHACKER2, where C:\ is the name of your hard drive.  
  
To install the program elsewhere, click the **Browse** button and navigate your directory structure to choose the desired directory. You may add a new directory by typing its full name and path in the **Path:** text box and responding **Yes** to the resulting dialog.
5. The Setup program copies and installs all necessary files to your hard drive. If you are installing from a floppy disk, insert disk 2 when prompted and click **OK**. If you are installing from a .ZIP or .EXE file and receive a prompt for disk 2, use the **Browse** button to navigate to the directory where you have expanded the files. Click **OK**.
6. WebWhacker's installation process will then present you with the **Browser Configuration** screen where you must choose how to configure your Web browser for use with WebWhacker 2.0.
  - Choose **Configure my default browser** if you want to use WebWhacker with your system's default browser (that is, the one that is loaded when you double-click in the Windows Explorer on the name of a file ending in .HTM or HTML). We recommend that you choose this setting unless you have a good reason to do otherwise.
  - Choose **Use this specific browser** if you are using a Web browser other than Microsoft Internet Explorer™ or Netscape Navigator™, or if you have your Web browser stored in a location that WebWhacker can't find.
  - Choose **I'll configure my browser manually** if you want to perform all setup on your own. You will then need to configure your browser manually (see Installation step 3).
7. Click **Next** to continue the installation process.
8. At the end of the Setup program, a new WebWhacker group is added to the **Programs** section of your **Start** menu.



## Installation step 2: Set preferences for WebWhacker

For best results, you must set up your Web browser's location and cache passthru status. You may also want to set up other preferences.

### Setting preferences for WebWhacker

1. From the Tools menu, choose **Preferences**.
  2. Select the **Browser/Mail** page. Make sure that this preference is set for the same browser you selected during installation. If you are using a browser other than Microsoft Internet Explorer™ or Netscape Navigator™, you will have to configure your browser manually in the next step.
  3. Select the **Proxy Server** page. In the **Local Proxy Cache** section, click in the **Allow passthru on cache misses** check box if you want to be able to browse sites you have not yet whacked.
  4. If your network system has a firewall, you must also fill in the correct DNS number and port in the **Remote Proxy** section of the **Proxy Server** page. See your network administrator for the correct numbers to enter in this section.
-  For more details on other preference settings, see [Setting WebWhacker Preferences](#).

### Installation step 3: Configure your browser to use WebWhacker

When WebWhacker installs, it asks you to select your default Web browser. If you are using Microsoft Internet Explorer™ 2.x-3.0 beta 2 or Netscape Navigator™ 1-3.0 beta 5, WebWhacker automatically configures itself. These were the latest versions of the most popular browsers at the time this Help file was written. For updates that will allow WebWhacker to work seamlessly with later versions of these and other browsers, check the README file that came with this program and visit ForeFront's Web site at [HTTP://WWW.FPG.COM](http://www.fpg.com).

If you are using another Web browser, you must tell your browser to use a proxy. This procedure varies with each Web browser. If you use another browser, contact your network administrator or the browser manufacturer for details.

You can also change your default Web browser after installation by changing the **Browser** preferences in WebWhacker and configuring your browser to use a proxy.

## Using Internet Explorer™ with WebWhacker

WebWhacker requires version 2.0 or higher of Microsoft Internet Explorer™.

When WebWhacker installs, it asks you to select your default Web browser. The autoconfiguration process works fully with versions 2.0-3.0 beta 3 of Explorer. (For later updates, visit the ForeFront Web site at [HTTP://WWW.FFG.COM](http://www.ffg.com)). In terms of use, autoconfiguration means that, when you browse a URL site you have added or grabbed for WebWhacker, Internet Explorer will automatically be started and the requested Web page will appear in its viewer. In more technical terms, if you have selected Internet Explorer, this autoconfiguration means that:

- ◆ Explorer is set to use a Proxy server (in the Internet section of the Control Panel) at 127.0.0.1:8080, and
- ◆ WebWhacker is set to allow pass thru on cache misses and to listen to local port 8080 (under Tools/Preferences/Proxy Server)

If you wish to change your default browser later, you can do so by changing the Browser preferences in WebWhacker and configuring your browser to use a proxy.

### Configuring Internet Explorer for use with WebWhacker:

1. Open the **Control Panel** folder and double-click the **Internet** icon.
2. If you are using Internet Explorer version 2, select the **Advanced** page. Check **Use Proxy Server** and enter 127.0.0.1:8080 in the **Proxy Server** text box. Click **OK**.  
If you are using Internet Explorer version 3, select the **Connections** page. Check **Connect through a proxy server**, click on the **Server** button, and enter 127.0.0.1:8080 in the **HTTP:** text box.
3. Restart Internet Explorer for the change to take effect.

If you want to browse remote URLs on the World Wide Web as well as local (downloaded) sites and don't forget to set WebWhacker **allow pass thru** on sites not in its database of cached sites. You do this by selecting WebWhacker's Tools menu, the **Preferences** command, and then the **Proxy Server** page. In the **Local Proxy Cache** section, click in the **Allow pass thru on cache misses** check box.

### Switching back to normal network usage:

1. Open the **Control Panel** folder and double-click the **Internet** icon.
2. If you are using Internet Explorer version 2, select the **Advanced** page. Uncheck **Use Proxy Server**. Click **OK**.  
If you are using Internet Explorer version 3, select the **Connections** page. Uncheck **Connect through a proxy server**. Click **OK**.
4. Restart Internet Explorer for the change to take effect.

## Using Netscape Navigator™ with WebWhacker

WebWhacker requires version 1.1b (or higher) of Netscape Navigator™.

When WebWhacker installs, it asks you to select your default Web browser. The autoconfiguration process works fully with versions 1.1-2.0 beta 5 of Navigator. (For later updates, visit the ForeFront Web site at [HTTP://WWW.PFG.COM](http://www.pfg.com).) In terms of use, this means that, when you browse a URL site you have added or grabbed for WebWhacker, Netscape Navigator will automatically be started and the requested Web page will appear in your Navigator viewer. In more technical terms, this autoconfiguration means that, if you have chosen Navigator as your default browser:

- ◆ Navigator is set to use a manual proxy (under Options/Network Preferences/Proxies, manual proxy configuration is chosen with 127.0.0.1/8080 set as your HTTP Proxy and Port numbers) and
- ◆ WebWhacker is set to allow passthru on cache misses and to listen to local port 8080 (under Tools/Preferences/Proxy Server).

If you wish to change your default browser later, you can do so by changing the **Browser** preferences in WebWhacker and configuring your browser to use a proxy.

### Configuring Netscape Navigator for use with WebWhacker:

1. Go to **Network Preference** on the Options menu.
2. Choose the **Proxies** page.
3. Select the **Manual Proxy Configuration** radio button. Then select the **View** button.
4. Enter 127.0.0.1 into the **HTTP Proxy** edit box and 8080 into the **Port:** edit box. Click **OK**.
5. Click **OK** again. The change takes effect immediately.

If you want to browse remote URLs on the World Wide Web as well as local (downloaded) sites, don't forget to set WebWhacker to **allow cache passthru** on sites not in its database of cached sites. You do this by selecting WebWhacker's Tools menu, the **Preferences** command, and then the **Proxy Server** page. In the **Local Proxy Cache** section, click in the **Allow passthru on cache misses** check box.

### Switching back to your normal network usage:

1. Go to **Network Preference** on the Options menu.
2. Choose the **Proxies** page.
3. Select **No Proxies**.
4. Click **OK**. The change takes effect immediately.

## Using WebWhacker with other Web browsers

If, during installation, you told WebWhacker that you would configure your Web browser manually, you must set up your browser before using WebWhacker. This involves at least two steps.

### Configuring other Web browsers for use with WebWhacker:

1. Set up your Web browser to use a manual proxy with 127.0.0.1 as your HTTP Proxy number and 8080 as your Port number. For details on how to do this, see your browser's manual or consult your network administrator.
2. Set up WebWhacker to **Allow pass thru on cache misses** and to listen to local port 8080 (under WebWhacker's **Tools/ Preferences/ Proxy Server**). For more details, see the section on setting *Proxy Server preferences*.

## Installation step 4: Add WebWhacker to your StartUp group

WebWhacker is designed to make your Internet surfing easier as well as less expensive. To that end, you want its operation to be as transparent as possible. By adding WebWhacker to your StartUp group, you eliminate one more step separating you from the Net.

### Adding WebWhacker to your StartUp Group

1. Click on the Windows **Start** button, point to **Settings**, and then choose **Taskbar**.
2. Select the **Start Menu Programs** tab and click on **Browse**.
3. In the **Command line** edit box, type in the full path for WebWhacker. If you have chosen the default location, type  
`C:\PROGRAM FILES\FORFRONT\WEBWHACKER2\PROGRAM\WEBWHACKER.EXE`  
Or use the **Browse** command button to locate the file.
4. Click **Next**, and then double-click the **StartUp** folder.
5. Type the name you want to appear on the **StartUp** menu, and then click **Finish**.

## Uninstalling WebWhacker

In accordance with Windows 95™ standards, WebWhacker comes with an uninstall program. You can also use the Windows **Add/Remove Programs** utility.

### To uninstall WebWhacker with the included program:

1. Click on the Windows **Start** button.
2. Select **Programs/ WebWhacker/ Uninstall WebWhacker**.
3. If you really want to remove the program, answer **Yes** to the prompt: **Are you sure you want to completely remove the selected application and all its components?**

### To uninstall WebWhacker with the **Add/Remove Programs** utility:

1. Click on the Windows **Start** button.
2. Select **Settings/Control Panel**.
3. Double-click on the **Add/Remove Programs** icon.
4. Click on **WebWhacker** where it appears on the list in the bottom part of the window.
5. Click on the **Add/Remove** command button.
6. If you really want to remove the program, answer **Yes** to the prompt: **Are you sure you want to completely remove the selected application and all its components?**
7. When the Uninstall Shield indicates that program removal is complete, click **OK** to close the dialog box.

Neither the included uninstall program nor the Windows **Add/Remove Programs** utility deletes your WebWhacker database. If you want to remove all whacked sites from your hard drive, you must delete the file manually.

### To delete your WebWhacker database:

1. Open the Windows Explorer™ (On a standard Windows 95 installation, you can get to Explorer by clicking on the Windows **Start** button and choosing **Programs/Windows Explorer**.)
2. Navigate to your **WebWhacker** directory. (On a standard installation, this is **C:\PROGRAM FILES\FOREFRONT\WEBWHACKER2\PROGRAM**.)
3. Delete the files ending in **.WWDB**.
4. Close Explorer.

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## Quick Tutorial



This section of the Help file includes a quick, four-part set of lessons covering the most commonly used set of features in WebWhacker 2.8.

- Lesson 1: Using a WebWhacker database
- Lesson 2: Adding and grabbing Web sites
- Lesson 3: Using categories to manage subscribed URLs
- Lesson 4: Keeping your subscribed URLs current

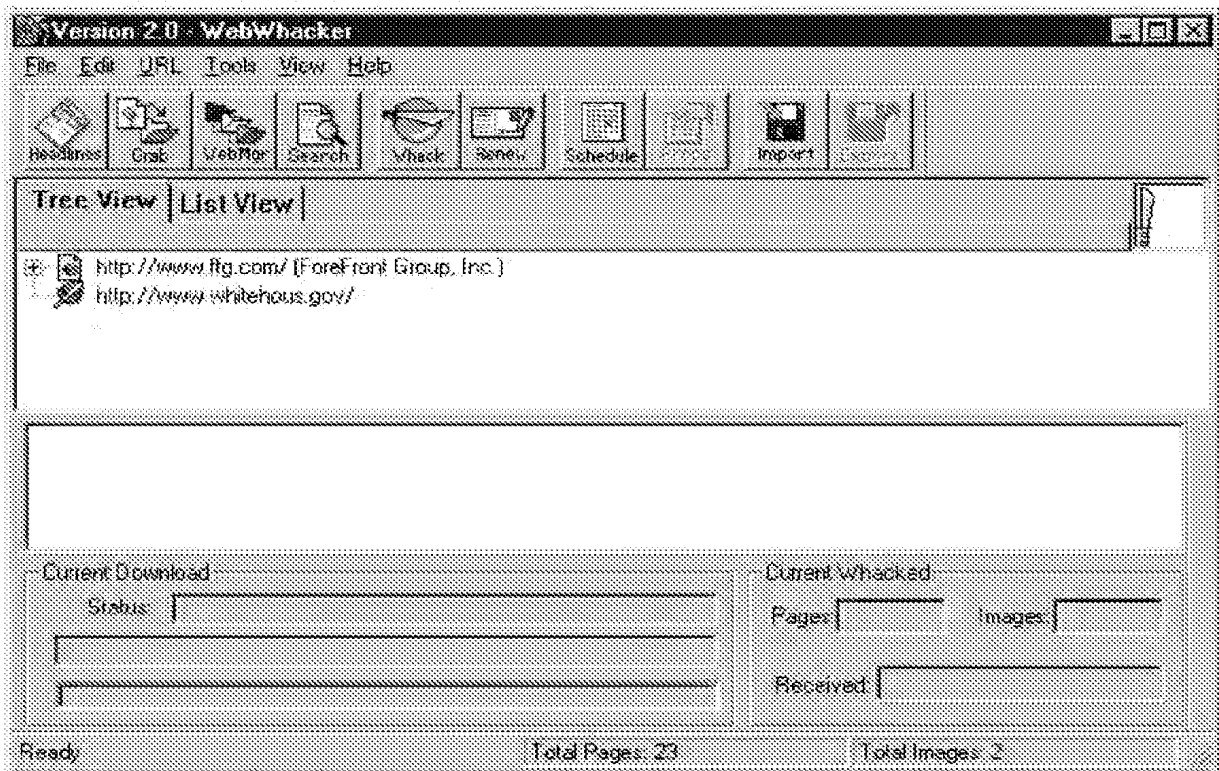


## Lesson 1: Using a WebWhacker database

WebWhacker is an advanced off-line browsing tool that allows you to re-create sections of the World Wide Web directly on your hard drive or local network. You can save particular pages, complete with text, links, graphics, Java™ applets, sound clips—even video clips if you have sufficient hard drive space. Once the Web pages are saved to your hard drive (that is, once you have "whacked" them), you can refer back to the information and clips at any time—without an online connection and additional connection charges.

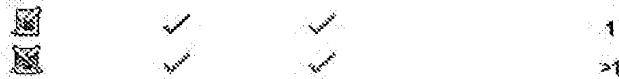
You can begin using WebWhacker with the sample data included with the program.

1. First, open the program.
  - ◆ Go to the Windows 95 **Start** button.
  - ◆ Choose **Programs / WebWhacker / WebWhacker 2.0**
2. Now examine your screen.  
When you open the program, WebWhacker displays a list of all your URLs in the upper portion of the window. If you are using the sample data, your screen should look like the image below.



The icon next to each URL alerts you to the status of that particular URL.

| Icon | Enabled | Local | Remote | # Levels |
|------|---------|-------|--------|----------|
|      |         |       | ✓      | ?        |
|      | ✓       |       | ✓      | 1        |
|      | ✓       |       | ✓      | >1       |
|      |         | ✓     |        | ?        |



**Enabled:** the URL is ready to be whacked.

**Local:** the URL has been whacked (saved to your hard drive or local network).

**Remote:** the URL has been marked for whacking but has not yet been whacked.

**# Levels:** indicates whether only the top level of the URL site has been/will be saved locally (1) or whether additional levels have been/will be saved locally (>1).

A **red icon** indicates an error pertaining to that URL. To get more information about the error, right-click on the site and select **View Errors**.

3. Change the way the data is displayed.

You can display your list of sites either in a tree structure (Tree View) or as a hierarchical list (List View).

- ◆ **Click on the Tree View tab.** Tree View arranges your sites alphabetically by their URL.
- ◆ **Click on the plus sign (+)** next to a URL icon to display any pages linked to the top-level page.
- ◆ **Click on the List View tab.** List View shows each page separately.
- ◆ **Click on "URL" or "Title" in the gray bar** at the top of the URL list to change the sorting order. You can sort the sites either by their URL or by their page title. You can also go to the View menu and select **Sort by URL** or **Title** to change the viewing order.

4. View sites locally or on the Web.

You can use the program to surf the Net, either directly or on your own hard drive.

- ◆ **Click on the Tree View** and locate this entry in the site list:  
**HTTP://WWW.FFG.COM**
- ◆ **Double-click on the URL** to load this Web page into your browser. (You may have to click on your browser in the Taskbar to bring it into focus.) This site is *local*, i.e., it has been saved to your hard drive. You do not need an Internet connection to view it.
- ◆ **In the Tree View, locate**  
**HTTP:WWW.WHITEHOUSE.GOV/WH/WELCOME.HTML**  
(You may have to move back to WebWhacker by clicking on any visible portion of its window or clicking on its name on your Taskbar.)
- ◆ **Double-click on the URL** to bring the page into your Web browser. Note that since this URL is remote, you must have an active Internet connection to view it.

**NOTE:** If you are having any difficulty viewing these URLs, see the Help File topic on how to Configure your browser to use WebWhacker.

## Lesson 2: Adding and grabbing URLs


The real usefulness (and fun!) of using WebWhacker starts when you create your own collection of subscribed URLs. If you constantly refer back to the same sites—for information or enjoyment—why not save them to your own hard drive and eliminate connection charges? You can also assign your favorite URL sites to categories, making it even easier to find the information you want.

If you have memorized the URLs of your favorite Web sites, you can add these sites simply by typing them in an edit box. More relaxed Net surfers can grab sites on the fly as they find them. Either way, you will have the opportunity to categorize the URLs and to define how often they will be updated.

1. First, we'll add a site with a known URL.
  - ◆ Go to the main WebWhacker window.
  - ◆ From the URL menu, select **Add**. This starts the URL Subscription Wizard.
  - ◆ Click in the **URL to Add** text box, press the **END** key to position the cursor after the second slash, and type the URL for the Library of Congress:  
WWW.LOC.GOV
  - ◆ Click on **EDUCATION** to put this URL into its appropriate category. Click **Next**.
  - ◆ Leave all settings as they are on step 2 of the URL Subscription Wizard. Since the Library of Congress maintains a huge site, going more than one level deep could decimate your free hard drive space. Since it is a public site, no user name or password is needed. Click **Next**.
  - ◆ Select **DAILY** to have the information on the Library of Congress Web site downloaded and updated every day. If you leave your computer on at night, WebWhacker will automatically dial into your Internet connection and update selected URLs every day. (The intricacies of setting update frequencies and scheduling provide you with numerous options; see the appropriate Help topics for more information.)
  - ◆ Click **Finish**.

The site has now been marked and enabled for whacking, but it has not yet been copied to your hard drive. Before actually whacking the URL, we'll set up another one using the **Grab** facility.

2. Now we'll grab a site while browsing.
  - ◆ Open your favorite Web browser.
  - ◆ You can surf the Net to your favorite sites. If you're politically aware, you may want to check out the White House home page by typing its URL in the appropriate text box in your Web browser:  
HTTP://WWW.WHITEHOUSE.GOV
  - ◆ Arrange your browser and WebWhacker windows onscreen so that you can see both.
  - ◆ Click the **Grab** button on WebWhacker's toolbar. This starts the URL Subscription Wizard.
  - ◆ Follow the same procedure that you used to add a site above.
3. Finally, perform the whack.

When you add or grab a site, it is added to your list but, as its  icon shows, it has not yet been saved to your hard drive.

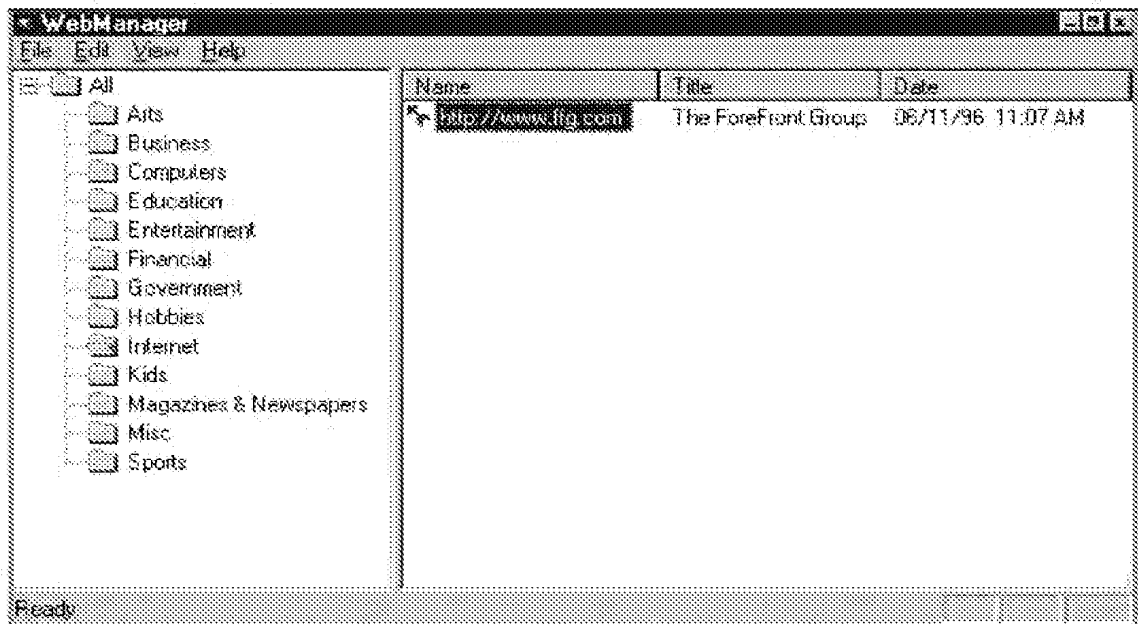
  - ◆ Click the **Whack** button on WebWhacker's toolbar. This starts the actual whack, or download to disk.
  - ◆ Watch the message areas in the bottom half of the screen for information as to how the whack is proceeding.

Now that you have used both approaches to subscribe to a URL, experiment on other sites with different settings. You could also use the **Grab** and **Whack** buttons on the AppBar instead of those on WebWhacker's toolbar. If you are using Internet Explorer™ 3.0, note that you cannot use the **Grab** button on the AppBar, but must grab URLs from within WebWhacker (from the Toolbar or the URL menu).

## Lesson 3: Using categories to manage subscribed URLs

As your list of subscribed URLs begins to grow, you may need help keeping it organized. When you added and grabbed URL sites in the last lesson, you assigned them to categories. The easiest place to work with your categorized URLs is within WebManager.

1. Use WebManager to browse.
  - ◆ Click the WebMgr button on the WebWhacker toolbar.
  - ◆ Examine the Explorer-style window.



Each folder (or directory) in the tree pane represents one category (such as Arts, Business, or Education). Double-click on any folder in the tree pane to bring up a list of the URLs assigned to that category.

- ◆ Browse the categories until you find a URL you want to visit. Double-click on the name of the URL. The whacked page appears in your Web browser's window.
2. Customize your WebManager categories.

The categories that ship with WebManager may not precisely suit your needs. For example, in the previous lesson we assigned the Library of Congress site to the Education category; it could also fit into a subcategory called Libraries. And you probably added the White House home page to the Government category; but it could also fit into one called Politics?. We can add new categories and subcategories, and move our sites between categories.

    - ◆ Click on the word **ALL** labeling the folder at the top of WebManager's tree pane.
    - ◆ From the **Edit** menu, select **Add** and then **Folder** from the submenu.
    - ◆ In the Add New Folder dialog box, type **POLITICS** in the **Folder Name** text box. Click **OK**. The new category appears in the tree window.
    - ◆ To add a new **LIBRARY** subcategory, click on the **EDUCATION** folder.
    - ◆ From the **Edit** menu, select **Add** and then select **Folder** from the submenu.
    - ◆ In the Add New Folder dialog box, type **LIBRARIES** in the **Folder Name** text box. Click **OK**. **LIBRARIES** appears as a subcategory of **EDUCATION**.
  3. Now let's move sites into the new categories.

- ◆ In the right-hand pane, click on the icon next to the White House URL. Keeping the mouse button depressed, drag the URL to the **POLITICS** folder. Release the mouse button.
- ◆ Click on the word **EDUCATION** labeling a folder in the tree pane. If necessary, click on the plus sign (+) next to the folder to display its **LIBRARIES** subcategory.
- ◆ In the right-hand pane, click on the icon next to the Library of Congress URL. Keeping the mouse button depressed, drag the site to the **LIBRARIES** subcategory in the tree window. Release the mouse button.
- ◆ Your whacked URLs are now located in their new categories.

**TIP: Using Categories**

Since categories are a function of WebManager, when you add or delete categories from within WebManager, the categories are added or deleted across the board. However, if you delete a **site** from within WebManager, the site is deleted only from WebManager's categorization view; it is **not** deleted from your WebWhacker database of online sites.

## Lesson 4: Keeping your subscribed URLs current

When we added and grabbed URLs in a previous lesson, the URL Subscription Wizard prompted us to choose a renewal or update schedule for the site. Some URLs are constant and you may never want to update them. But others change frequently (some news sites change several times an hour), and you want to keep them current. WebWhacker will renew these URLs, either automatically at a pre-scheduled time, or manually when you request a renewal.

1. First, check your Update Frequency setup.

In the main WebWhacker window, right-click on the White House URL we added in a previous lesson. Choose **Properties** from the shortcut menu. Select the **Update Frequency** page to check the current settings.

You could use the **Update Frequency** drop-down list box to change the frequency, if desired.

Click **OK** to close the **Properties** box.

2. Next, request a manual renewal.

A manual renewal performs any updates that would normally occur if the automatic update facility were activated. Since we set the site's update frequency to daily, this site is ready to update if you added it at least one day ago.

- ◆ Click the **Renew** button on the toolbar in WebWhacker or on the AppBar,  
**OR**

Go to the File menu and select **Renew**.

- ◆ Watch the bottom half of the WebWhacker window to determine the current status of your renewals. When the message says **Done**, your renewal is completed.

3. To perform renewals automatically,

Your computer must be turned on and attached to an active modem or direct network connection at the time set in the **Scheduling** section of the program Properties. (From the WebWhacker Tools menu, choose **Preferences** and then **Scheduling** to check your current renewal time.) You do not have to have an active Internet connection; WebWhacker's automatic dialing facility will make the connection for you.

For more information on how scheduling and renewals work, see the Help file topics on the Update Frequency property and Scheduling preferences.

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## What's On My Screen?



## AppBar

The **AppBar** gives you quick access to the most commonly used functions of **WebWhacker**. It appears as a toolbar—similar to the Windows 95 Taskbar or the taskbars for the major office suites—and can be docked along any edge of your screen.



### Starting the AppBar

1. Go to the Windows **Start** button and click on **Programs**.
2. From the Programs submenu, choose the **WebWhacker** group. Slide over to the **AppBar** selection and click once.  
You can also start the AppBar automatically with WebWhacker by choosing the **Start AppBar automatically** option (on the Tool menu, choose **Preferences / General**).

### Adjusting the AppBar

1. If the AppBar is not visible, move your mouse over the edge of the screen where the AppBar last appeared. The AppBar comes to the front.
2. To relocate your AppBar, click once in a blank area of the AppBar and drag it to a different screen edge.  
**OR**  
Right-click in a blank area of the AppBar, and then click to select whether you want the AppBar to dock at the Top, Bottom, Left, or Right edge.
3. To change the display properties of your AppBar, right-click in a blank area of the AppBar. Click to select whether to make sure the AppBar is **Always on top** or to choose to **AutoHide** the AppBar, when it is not in use.

### TIP: Using other dockable toolbars

If you have other programs or suites with dockable toolbars, you can dock multiple toolbars at any edge of the screen. However, only one of the toolbars docked at any given edge may be set for **Autohide**.

### TIP: Identifying the reserved area

The blank gray area on the right end of the AppBar is reserved for future development. Access to other products—such as WebSeeker, a multi-engine Internet search tool, and GrabNet, a browser companion for capturing and organizing URLs—will be added to the AppBar.

### The AppBar can be used to

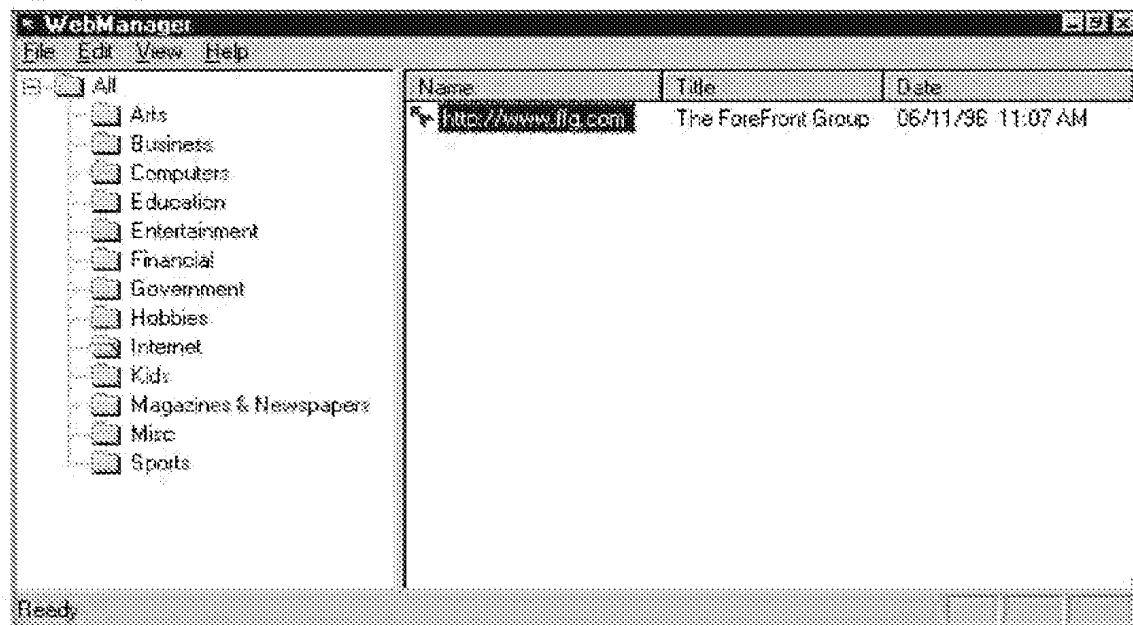
- ▣ View headlines
- ▣ Grab URLs
- ▣ Change to the WebManager window
- ▣ Search for a subscribed URL
- ▣ Whack a URL
- ▣ Renew (or update) a previously whacked URL



## WebManager window

The WebManager window works just like the Windows Explorer.

- ◆ Click once on any category folder in the pane on the left side of the window to display its contents in the right pane.
- ◆ Click once on the plus sign (+) to display subcategories (subfolders) beneath the current category (folder).
- ◆ Double-click on any category folder in the pane on the left side of the window to open the folder and display its contents in the right pane.



You can adjust the width of the two window panes or the columns in the right pane.

- ◆ Drag the bar that separates the panes to change the size of the panes.
- ◆ Drag the bar that separates the names of each column in the right pane to resize the columns. Double-click on the separator bar to automatically resize a column to the best fit for the items currently displayed.

The right-hand pane of the WebManager displays the three main properties of each subscribed URL:

- ◆ **Name:** the complete *URL* address of the site as it appears on the Internet.
- ◆ **Title:** the name that appears in the title bar of the displayed Web site. Although this name is assigned to a page by its creator, you can change it in WebManager. However WebManager and WebWhacker are only lightly coupled and these changes are not reflected in WebWhacker or in your browser.
- ◆ **Date:** the date when the site was added to the WebWhacker database.

### TIPS: Viewing properties

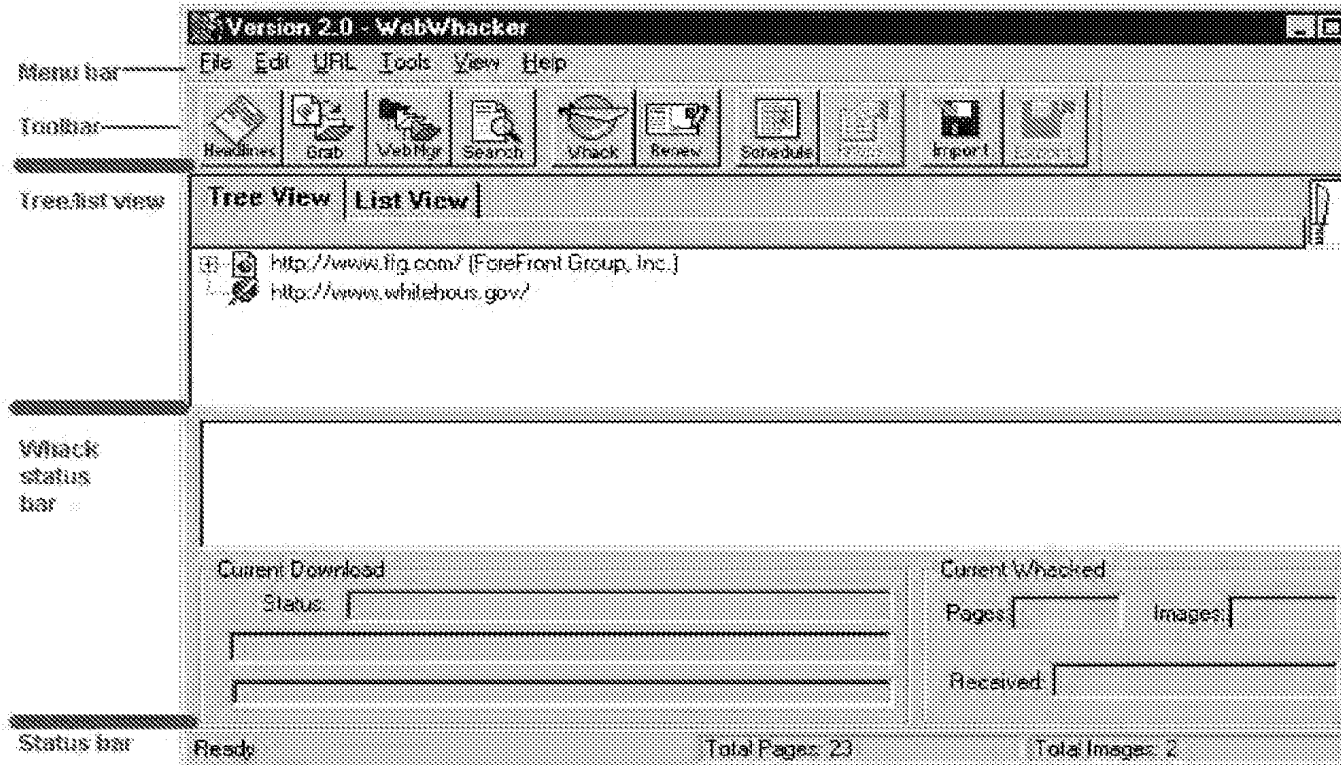
If the properties of the URL you want to inspect do not appear in the right pane, be sure you have clicked on the appropriate category in the left pane.

If any of the properties are truncated, double-click on the column's separator bar (the bar between the names of each column, located at the top of the window pane.)

## WebWhacker window

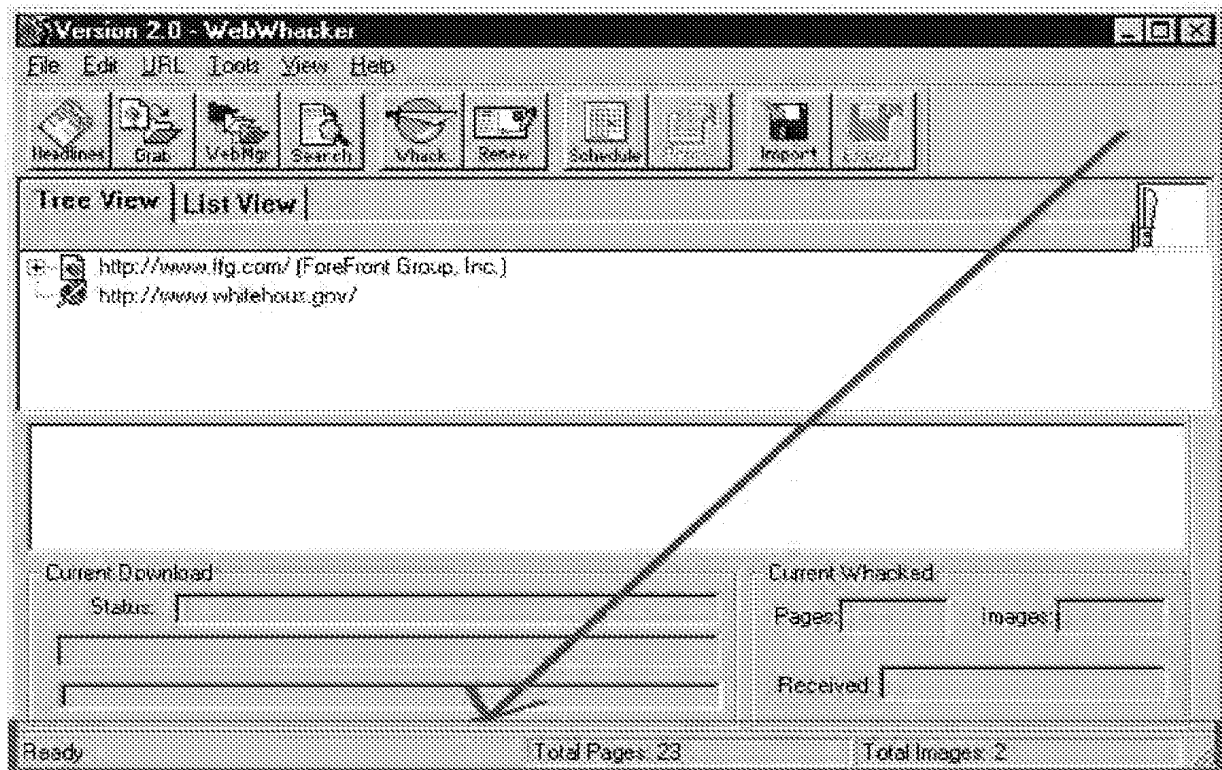
The WebWhacker window has three major parts:

- The **Menu bar** and **Toolbar** along the top of the window.
- The list of all your subscribed URLs (whacked or unwhacked). You can display this list as a **tree view** or an alphabetical **list view**.
- The **Whack Status bar** showing the results as well as messages and other information about the latest whack.



## Status bar

The **Status Bar** is located at the bottom of the program window. It displays basic information and messages. It differs from the **Whack Status Bar** (also accessed through the View menu), which encompasses the large portion in the middle of the screen, and which displays information regarding whacks and renewals in process.

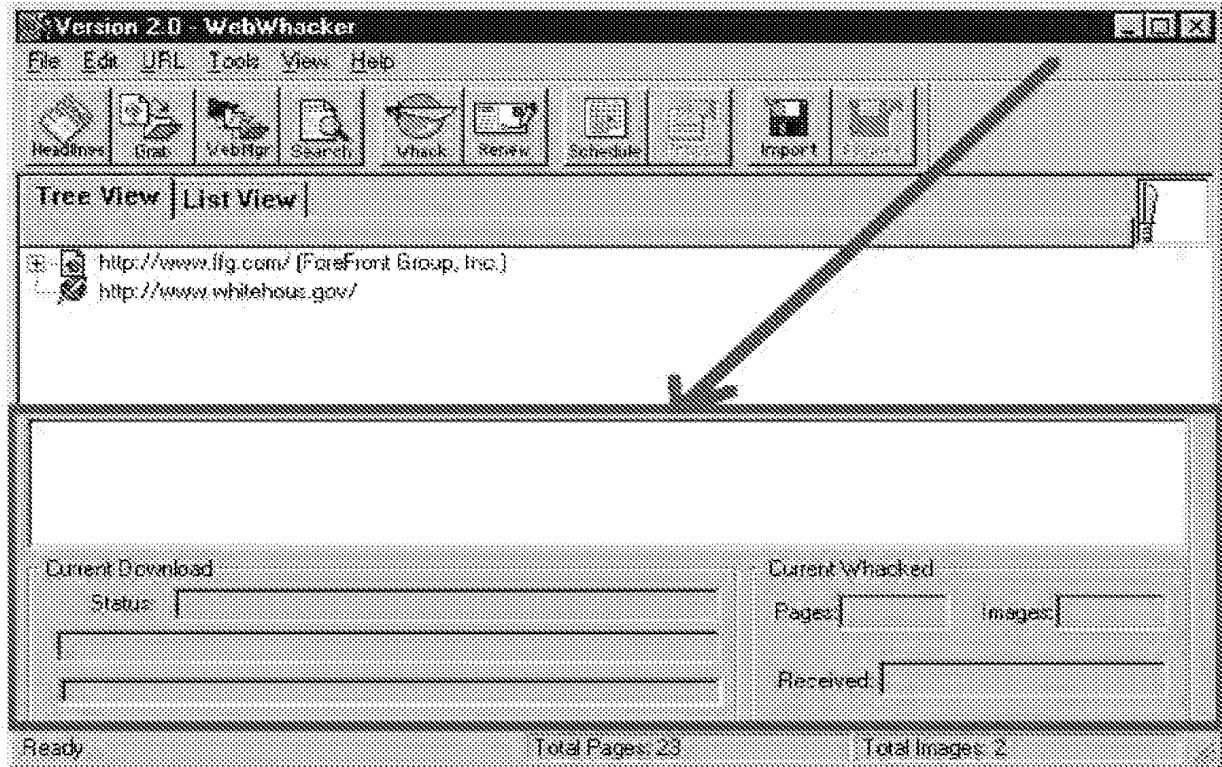


### TIP: Viewing the status bar

To toggle the display of the status information on and off, go to the View menu and select or deselect **Status Bar**.

## Whack status bar

The middle portion of the WebWhacker window contains information about the status of a whack. You can turn the display of the whack status bar on and off so there is more room at the top of the displays for your list of subscribed URLs.



### TIP: Undocking the Whack status bar

Dragging the status bar out of its docked position in the WebWhacker window tends to de-stabilize the product, leading to unexpected crashes. Feel free to re-size the relative space of the panes within the WebWhacker window, but avoid undocking the Whack status bar altogether.

### TIP: Viewing the Whack status bar

To toggle display of the status information on and off, go to the View menu and select **Whack Status Bar**.

## Toolbar

The WebWhacker toolbar gives you quick access to the most commonly used program functions.



You can use the toolbar to:

- ▣ **View headlines.** When you select this option, WebWhacker creates a temporary Web page with links to all your whacked URLs.
- ▣ **Grab URLs.** When you select this option, WebWhacker grabs the page currently displayed on your browser and adds it to your URL list.
- ▣ **Switch to WebManager.** When you select this option, WebWhacker switches you to the WebManager utility. You can use WebManager to categorize your URL sites.
- ▣ **Search for a whacked page.** You can use this option to search for particular text in either the title or body of a whacked URL.
- ▣ **Start whacking.** If you have URLs marked to whack, when you select this option, WebWhacker starts the whacking process.
- ▣ **Renew (or update) previously whacked URLs.** When you select this option, WebWhacker uses the criteria you established in the URL properties and the preferences to update pages that have changed since the last update.
- ▣ **Set up your schedule preferences.** You can use this option to change your scheduling preferences. These preferences are used to determine which URLs are updated when you select **Renew** or during the scheduled update process.
- ▣ **Review and change URL properties.** Use this option to review and change the properties of individual URLs.
- ▣ **Import files.** This function imports **WebWhacker 1.0** files into **WebWhacker 3.0**.
- ▣ **Export files.** Use this function to export downloaded FTP files or Web pages. Note that Web pages export in raw HTML format, along with their associated images.

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WebWhacker



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## How to....

### Back up your WebWhacker database

Be sure to include the WebWhacker database in your daily backup schedule. All databases rely on intricate linkages among the various pieces of information. For this reason, databases are, by their very nature, more subject to corruption problems than are other file types and it is important to back them up regularly.

## Convert bookmark files

You can use WebWhacker's import function to import all the URLs stored in a Netscape Navigator™ bookmark file (also known as a hotlist) into WebWhacker. All the URLs in your bookmark file are imported as top level sites in the WebWhacker database. Once you have imported the URL, you can bring them into the database by whacking them. Then you can use WebWhacker to browse and update them.

Although this procedure is primarily designed as a way to convert your bookmark file, you can actually use it to copy the URLs from any HTML file into the WebWhacker database. For example, you could use this function to copy all the URLs from your home page into the WebWhacker database. However, only absolute URLs for HTTP and FTP addresses are copied to the database. Relative URLs and other types of protocols are ignored. Note that this conversion process copies only the URL links from a page; it does not copy the entire Web page. You can copy a Web page by whacking it and then exporting the file.

### To convert a bookmark file

1. From the File menu select **Import**. WebWhacker displays the Open dialog.
2. Navigate the tree structure to find the directory containing your bookmark file.
3. Click on the name of the bookmark file you want to import. Netscape Navigator's default bookmark file is called BOOKMARK.HTM and is located in your NETSCAPE folder.
4. WebWhacker puts all the URLs from your bookmark file into its window and marks them for whacking to one level. If you want to whack more than one level of a URL or if you want to change any other property of a URL (for example, enter the username and password required to access the site, or set up the update frequency), you must set up the URL's properties.
5. Click the **Whack** knife to begin whacking the sites, bringing them into your WebWhacker database. For more information, see the section on how to *Perform the Whack*.



## Create a new URL subscription

WebWhacker works by creating a database of URLs which have been subscribed to and whacked. **Subscribing** to a URL puts it into your database; sets the category, update frequency, and other properties for that particular URL; and then marks it for whacking. You can subscribe to a URL by typing in the complete URL of the Web page, or you can grab a site as you are browsing. **Whacking** a URL creates a copy of that site on your local hard drive or network server. Once you have *whacked* a site, you can view it again and again, without an online connection or additional charges.

### Creating a new URL subscription

- Make sure all settings are correct.
- Add or grab the site.
- Perform the whack.

## Set up for whacking

Before you can begin to whack URLs you must have both WebWhacker and your Web browser set up correctly. Your browser must recognize WebWhacker as a proxy server, and WebWhacker must be set up to pass thru requests for pages not available on its database to the browser. When these settings are correct, the only time your browser needs to access the Web is when a page is not available in WebWhacker's data base. This makes it possible for you to review pages without actually being connected to the Web.

### Setting up for whacking

In your Web browser, make sure you have configured your network preferences to use WebWhacker as a proxy. For details, see:

- ☐ Using WebWhacker with Internet Explorer™
- ☐ Using WebWhacker with Netscape Navigator™

When your connection settings are correct, you can add or grab the site, and perform the whack.

## Select the desired site: adding and grabbing

Once you have made sure all your settings are correct for whacking, you can select the desired URL site by adding or grabbing it.

If you know the full URL of the desired site, or if you are not connected to the Web and can look up the URL, you can add the URL directly by typing it into the URL Subscription Wizard. If your Web browser is running and you are connected to the Web, you can grab the URL site from the browser window. If you are not connected to the Web, you can only add the URL directly to your subscription list by typing it into the URL Subscription Wizard. It will not be whacked until you actually perform the whack.

### Adding a new URL

1. From the URL menu, select **Add**. WebWhacker displays the first page of the URL Subscription Wizard.
2. WebWhacker already displays the text HTTP:// in the **URL to Add** text box for you. Press **END** to move the cursor to the end of the text, then type the complete URL for the site you want to add.
3. In the tree window labeled **Select the Category for this URL**, double-click on the name of the category you where you to assign this site. If the category you want does not appear in the window you can display your subcategories by clicking the plus sign next to the **All**. Click **Next**.
4. Select the number of levels of this site you want to whack.  
If you only want the current page, use **1**.  
If you want all the links from the current page, select **All**.
5. If you don't want WebWhacker to whack pages from other sites linked to the subscribed URL site, select **Remain on Site**. If you choose to whack **All** levels, **Remain on Site** will be selected automatically and the option will be grayed out.
6. If the URL you selected requires a user name and password, type your user name and the password. Click **Next**.
7. Select the renewal frequency you want for this URL.
  - ◆ If you only want to whack it one time and never renew it, select **Just this Once**.
  - ◆ If you want to update every day (or once every week, or once every month), choose **Daily** (or **Weekly** or **Monthly**).
  - ◆ If you select a daily, weekly or monthly update cycle WebWhacker automatically update the links according to the schedule you established in your Preferences. Click **Finish**.

### Grabbing URLs


1. Using your Web browser, display the page you want to grab.
2. Select **Grab** from the AppBar. (If you are using Internet Explorer™ 3.0, you cannot use this approach; you must use the alternate below.)  
**OR**  
Switch to WebWhacker. Then select **Grab** from the Toolbar or go to the URL menu and select **Grab**.  
WebWhacker displays the first page of the URL Subscription Wizard with the URL for the page you grabbed in the **URL to Add** text box.
3. Follow steps 3 through 7 in **Adding a new URL** (above).

## Perform the whack

When you request a whack, WebWhacker looks at every URL that you have marked for whack. If the URL has been whacked before, WebWhacker queries its server to determine whether the page has changed since the previous whack date. If the server indicates that the page has been changed or if it's a new page, WebWhacker downloads the page.

If you have set your preferences to whack URLs according to a schedule, the URL must be marked for whack and the **Whack** checkbox in your preferences must be checked.

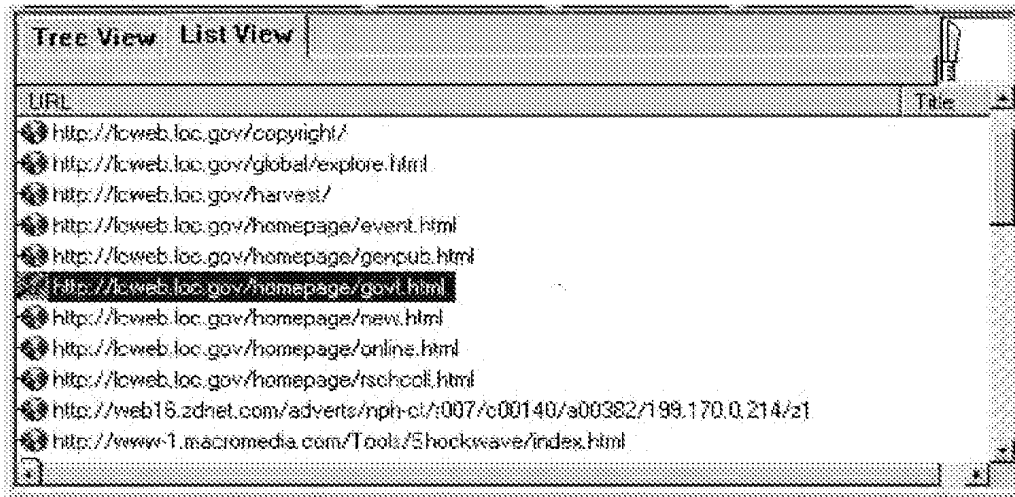
### Whacking a URL

1. To perform a whack, click the **Whack** button on the Toolbar or the AppBar.  
OR  
From the File menu, select **Whack**.
2. WebWhacker copies the current page and the specified number of link levels to your hard drive or local network.  
If, for some reason, you wish to stop a whack, click the **Stop** button on the Toolbar. Note that the **Stop** button may not engage immediately, but may take a second or two to engage. In particular, a Whack will not be stopped during the extraction phase (which you can identify by watching the Whack status pane for the message "Extracting files...")
3. The icon next to the URL changes to a globe on a sheet of paper 

Your URL is now whacked, and you can view it locally, without an internet connection.

## Display list of URLs

When you open WebWhacker, a list of all your subscribed URLs is shown in the upper portion of the window. You can display this list either as a tree structure (Tree View) or as a hierarchical list (List View). The list view can be sorted by URL or by page title.



You can also use the WebWhacker Headline function to create a temporary Web page with links to all your URLs.

## Schedule a whack or renewal

Scheduling a whack or renewal to take place requires you to coordinate a number of different settings. In addition to subscribing to the URL (by adding or grabbing it) and (if you want the whack to be unattended) enabling it, you must set up the correct URL update frequency and scheduling preferences. Finally, if you want the whacks and renewals performed in your absence, you must set up the correct phone preferences and remember to leave your computer on with WebWhacker running. You must also have a Web account that uses a standard Windows 95 Dial-Up connection that does NOT require you to type your name and password into a dial-up window. If your Internet Service Provider (ISP) requires you to enter your name and password manually each time (rather than with a script or a remembered password), you will not be able to perform scheduled, unattended whacks or renewals.

### TIP: Coordinating update frequencies and scheduling preferences.

The Update Frequency property and the Scheduling preferences work together in performing your whacks and renewals. Remember that the URL Update Frequency is an individual property which must be set separately for each URL. The Scheduling preferences are global (within the context of WebWhacker), and apply to all URLs.

Scheduling preferences can override Update Frequency properties because WebWhacker only looks at Update Frequencies when the Scheduling Preference requests it. For instance, if your Scheduling preferences are set for weekly on a specific day (say, Sunday) but a particular URL's Update Frequency property is set to daily, that URL will only be updated once a week (on Sunday).

### To schedule a whack or renewal:

1. Subscribe to the desired URLs by adding or grabbing them.
2. For new whacks, be sure the subscribed URLs have been enabled.  
For renewals, be sure the subscribed URLs have the appropriate update frequency set.
3. Be sure that you have set scheduling preferences correctly.
4. If you want to perform the whacks and renewals immediately, click the **Whack** button from your Toolbar or AppBar, or choose **Whack** from the WebWhacker File menu. After the whacks have been performed, do the renewals by clicking the **Renew** button from your toolbar or AppBar, or choose **Renew** from the WebWhacker File menu.
5. If you wish to have WebWhacker perform the whack in your absence, you must also set your Phone preferences correctly and have a Windows 95 Dial-Up network connection in place. This connection must be set up so that it will automatically send your username and password to your Internet Service Provider. If you normally type your username and password into a dial-up window, the scheduled whack or renewal will not occur.  
When you leave, be sure your computer is running, plugged into a modem or network card, and has WebWhacker running.

### TIP: Coordinating whacks and renewals

If you set your scheduled whacks and renewals to occur during the middle of the night, be sure you do not also leave your machine running on a large whack. Ongoing whacks take precedence over scheduled whacks and renewals. The scheduled whacks and renewals are not reset; the scheduling cycle is simply skipped for that time.

## Use FTP with WebWhacker

When you use WebWhacker to whack a site that includes ftp (File Transfer Protocol) pages, the ftp'd pages cannot be viewed using WebWhacker as a Web browser proxy.

- ◆ If the pages are text files (usually ending in .txt, sometimes ending in .WRI or .DOC), you can view these pages if you **Export** them and then view them with a text editor (such as the **WordPad** accessory that ships with Windows 95) or any word processor that can view text files.
- ◆ Other ftp'd files may be compressed files (usually ending in .zip). These files must be uncompressed using a zip utility. If the uncompressed files are .TXT, .DOC, or .WRI files, treat them as text files above.

## Menu Bar



The program's Menu bar contains the various functions needed to use WebWhacker.



Click on any menu item above for more information about its functions.

### Menu bar functions







- **File menu.** The File menu contains basic WebWhacker functions such as whack and renew, as well as the Import and Export functions.
- **Edit menu.** The Edit menu contains the standard functions to select and manipulate items.
- **URL menu.** The URL menu contains functions to add URLs, browse them, enable and disable whacking, set whacking levels, and change other URL properties.
- **Tools menu.** The Tools menu contains the functions required to view information about the WebWhacker database. You can look at the error report, find the URLs that have been whacked recently, and set system-wide preferences.
- **View menu.** The View menu allows you to sort the URLs on the list and change the elements displayed in the WebWhacker window.
- **Help menu.** The Help menu contains basic information about the program (version, date) as well as giving access to this Help information.





## File menu

The WebWhacker File menu contains the following functions:

-  **View Headlines** on a Web page listing links to all subscribed URLs
-  **Whack** all marked and subscribed URLs
-  **Renew** all whacked URLs
-  **Import**
-  **Export**
-  **Exit**

## View headlines

You can use the **Headline** function to create a temporary Web page with links to all your URLs.

### To display the headlines page:

1. Select **Headlines** from the **Toolbar**  
**OR**  
Go to the **File** menu and select **View Headlines**.
2. **WebWhacker** creates a temporary Web page with a listing of all your whacked URLs as links. Click on any site name to view the appropriate page.


## Whack

### How Whacking Works

When you request a whack, WebWhacker looks at every URL that you have marked for whack. If the URL has been whacked before, WebWhacker queries its server to determine whether the page has changed since the previous whack date. If the server indicates that the page has been changed or if it's a new page, WebWhacker downloads the page.

If you have set your preferences to whack URLs according to a schedule, the URL must be marked for whack and the **Whack** checkbox in your preferences must be checked.

### Whacking a URL

1. To perform a whack, click the **Whack** button on the Toolbar or the AppBar.  
**OR**  
From the File menu, select **Whack**.
2. WebWhacker copies the current page and the specified number of link levels to your hard drive or local network.  
  
If, for some reason, you wish to stop a whack, click the **Stop** button on the Toolbar. Note that the **Stop** button may not engage immediately, but may take a second or two to engage. In particular, a Whack will not be stopped during the extraction phase (which you can identify by watching the Whack status pane for the message "Extracting files...")
3. The icon next to the URL changes to a globe on a sheet of paper .

Your URL is now whacked, and you can view it locally, without an Internet connection.

### Why a whacked URL may not update

- ◆ It hasn't changed since the last time it was downloaded by WebWhacker.
- ◆ You expected to whack according to the schedule, but the preferences weren't set to include whacks.
- ◆ It wasn't marked to whack. Use the [Enable Whacking procedure](#) to mark the URL for whacking.

## Renew

Change is probably the only constant on the World Wide Web. Pages change frequently—some news sites change every 15 minutes! To keep your information up to date, you may want to renew your URLs by setting their update frequency. You can set WebWhacker to update URLs automatically daily, weekly, or monthly; or you may manually update your whacked URLs.

### How It Works: Whacking and Renewing

When you request a **renewal**, WebWhacker looks at every URL in its database and compares its modified date to the current date. If, based on its update frequency property setting, the URL is scheduled for a renewal, WebWhacker then queries the site server to determine whether the page has changed. If the server indicates that the page has been changed, WebWhacker downloads the changed page.

On the other hand, when you request a **whack**, WebWhacker looks at every URL that you have marked for whack and queries their servers to determine whether the pages have changed. If a server indicates that a page has been changed, WebWhacker downloads the changed page (that is, rewhacks or updates the page). If a particular page has never been whacked, it will, of course, be downloaded (whacked).

### Manually renewing whacked sites

1. Open the main WebWhacker window.
2. Be sure you have set the Update Frequency properly for all whacked URLs.
3. Click the **Renew** button on the Toolbar or the AppBar.  
**OR**  
Go to the File menu and select **Renew**.
4. Watch the window at the bottom of the WebWhacker window to determine the current status of your renewals. When the message says **Done**, your renewal is completed.
5. If you wish to stop a renewal before it has been completed,
  - ◆ Click the **Renew** button (on the toolbar or the AppBar) again  
**OR**
  - ◆ Go to the File menu and choose **Stop**.

### TIP: Stopping large whacks

It may sometimes take WebWhacker a moment to respond to your request that it stop whacking. In particular, it will not pause during the extraction process (when it downloads a site and then unpacks the list of required files). You can tell if you are in the extraction process by watching the messages in the status window.

### Reasons a renewed URL may not be re-downloaded

- ◆ It hasn't changed since the last time it was downloaded by WebWhacker.
- ◆ It was updated within its update frequency period. For example, the URL is set to renew weekly, and it was renewed sometime in the past week.
- ◆ You asked WebWhacker to renew the URL but the **Renewal** option in **Preferences** is unchecked. This prevents any URLs from being updated using the **Renewal** function.
- ◆ You asked WebWhacker to renew a URL (or additional levels of links) that has never been whacked. A URL cannot be renewed if it has not been whacked in the first place. For example, if you whack a single level of a URL, then change its **Properties** to whack multiple levels, and finally perform a renewal, the additional levels will not be downloaded to your hard drive or local network server. To download the additional levels, you must perform a whack, not a renewal.

If there is a problem, you may be able to use the **Error Listing** to determine what went wrong.

## Import

If you acquired a useful database in **WebWhacker 1.0** that you want to use in the new version of the program, the **Import** function will allow you to import your previous groups of URLs. This function does not import the content of the previously whacked pages; it only brings the site's URLs and original level settings into the List view. In order to access graphics and data from the site, you must rewhack each URL.

**NOTE:** The import function can only be used to import **WebWhacker 1.0** database files and Netscape Navigator™ bookmark files.

### To import a database from a previous version

1. Go to the File menu and choose **Import**.
2. Navigate the folder tree to find the file containing the desired group. While WebWhacker 2.0 saves all whacked sites in a single Web database (.WVDB file), WebWhacker 1.0 saved each group in a separate .WVD file. You must import each group file (\*.WVD) separately.
3. Click on the name of the group file you want to import.
4. Click **Open** to import the individual file. WebWhacker reads in the URLs contained in that file, closes the folder tree window, and switches you to the List View window. The imported URLs will be on the list, enabled for whacking.
5. Repeat steps 1-4 for each group you want to import.
6. When all desired groups have been imported, click on the **Whack** button to begin whacking the URLs, downloading their HTML and associated files into the WebWhacker database.

## Export

### How Exporting Works

The **Export** function allows you to save much of the information in your database of subscribed URLs to text and image files on your hard drive or local network. You can use these files if you want to recycle graphics from a Net page or to examine and edit the HTML code of a page you admire.

WebWhacker's **Export** function works in a manner similar to the **File/Save as** function of your Web browser, except that it adds the ability to automatically save all image or other associated files referenced in the HTML code. The exported files contain only raw HTML—the information you see when you choose to **View Document Source** in your Web browser. If the HTML page references any images, movies, or other enhancements, the associated files will be saved in the appropriate format (for example, graphics are usually .GIFs or .JPGs). Unless the original Web page creator used relative URLs to reference embedded graphics, etc., these exported pages do not include any working links and thus do not function like typical Web pages. However, the text file of HTML code, the graphic file, or embedded movie file can be viewed with any application that can deal with that particular file type. For example, you can view the HTML code with most word processors, including the **WordPad** applet that ships with Windows 95; you can view GIF or JPEG files with most photo-editing applications (such as **PhotoShop™**).

Note that exporting a large file or group of files may take a long time. As when you are deleting or saving a large file to your hard drive, you **CANNOT** stop the export in the middle of the process.

### Exporting whacked pages

1. To export a particular page and its associated files, click to select the URL you want to export. In List view, you can select multiple pages by holding down the **CTRL** key while clicking on the various URLs. In Tree view, you may only select one file at a time. In either view, if you select an HTML file that contains images or other multimedia files, these associated files will be included in the export.
  - When you select a URL for export, the main Web page files are exported in HTML format and the included files in their native formats (usually GIF or JPG for images, AVI or MOV for movies, etc.)
2. From the File menu or Toolbar, choose **Export**.
3. Navigate the **Browse for Folder** tree which appears to select the folder to which you want to export the selected file or files. Click **OK**.
4. The selected files will be exported as marked.

### TIP: Dating exported files

Exported files carry the date on which they were saved to disk. They do not reference the date on which the original Web page was created or the date on which it was last downloaded to your WebWhacker database.




## Exit

Choosing **Exit** from the WebWhacker File menu closes your database and shuts down both the WebWhacker and the AppBar (if it is running). Choosing **Exit** from the AppBar menu also closes down both programs.

Note that WebWhacker conforms to the convention for databases of saving changes as you make them, so you will not be asked if you wish to save changes before exiting. Choosing exit does not shut down your Web browser or close any open online connections.

## Edit menu

The Edit menu gives you access to basic functions for manipulating your URI list.

-  Cut, Copy, Paste
-  Clear selected URLs
-  Select All URLs



## Cut, Copy, Paste

The standard Windows **Cut**, **Copy**, and **Paste** functions are not currently implemented.

## Clear

Use this function to remove URLs from your WebWhacker database.

### Clearing URLs

1. To delete more than one URL, select the List view tab to switch to the List view.
2. Select the URL or URLs you want to delete.  
To select all the URLs on the list, from the Edit menu choose **Select All**.  
Hold down the **CTRL** key to select (or deselect) several non-contiguous URLs.  
Hold down the **SHIFT** key to select all the URLs between the two points.
3. When you have selected the URLs you want to delete, from the Edit menu select **Clear**. WebWhacker removes all the selected URLs from the database and from your list.

### TIP: Removing URLs everywhere

Removing URLs from the WebWhacker database does not remove them from the WebManager.

## Select all

Use this function to select all the URLs on your WebWhacker list. If you want to select most but not all of the URLs, use this function to select all URLs, then deselect the ones you don't want.

### TIP: When to use Select All

**Select All** works only in **List View**.

Once you have selected a set of URLs, you can whack them, renew them, or clear them from the list.

### Selecting all URLs

1. Display the WebWhacker window.
2. Select the **List View** page on your display.
3. From the Edit menu, choose **Select All**. WebWhacker highlights all the URLs.

### Modifying the selection

- ◆ If you hold down **CTRL**, you can use the mouse to select (or deselect) several URLs.
- ◆ If you hold down **SHIFT**, you can use the mouse to select (or deselect) all URLs between two selections.

## URL menu

The URL menu contains the functions needed to manipulate individual *URLs*. You can also access some of these functions by right-clicking on a particular URL name.

You can use this menu to:

- ▣ Add a URL to your list
- ▣ Grab the URL currently displayed by your browser
- ▣ Browse the Web (or local whacked sites) to view a particular URL in your Web browser
- ▣ Enable whacking for a URL
- ▣ Disable whacking for a URL
- ▣ Change the whack levels for a URL
- ▣ Look at or change the properties of a URL

## Add

If you know the complete URL for a site, you can type it into WebWhacker without having to access your browser. If you want to use the browser to add the URL to WebWhacker, use the Grab URL function.

### Adding a new URL

1. From the URL menu select **Add**. WebWhacker displays the first page of the URL Subscription Wizard.
2. WebWhacker already displays the text HTTP:// in the **URL to Add** text box for you. Press **END** to move the cursor to the end of the text, then type the complete URL address for the site you want to add.
3. In the tree window labeled **Select the Category for this URL**, double-click on the category to which you want to assign this URL.  
  
**NOTE:** If the category you want does not appear in the window you can to display your subcategories by clicking the plus sign next to the **All**.
4. When the URL and categories are set the way you want them, select **Next**. WebWhacker displays the second page of the URL Subscription Wizard.
5. Select the number of levels of this URL that you want to whack.  
If you only want this page, use **1**.  
If you want all the links from this page, select **All**.
6. If you don't want WebWhacker to whack pages from other sites that are linked to this URL, select **Remain on Site**. If you choose to whack **All** levels, **Remain on Site** is selected automatically and the option is grayed out, making it unavailable.
7. If the URL you selected requires a user name and password, type your user name and the password.
8. When you select **Next**, WebWhacker displays the third page of the URL Subscription Wizard.
9. Select the renewal frequency you want for this URL site.
  - ◆ If you only want to whack this site one time and never renew it, select **Just this Once**.
  - ◆ If you want to update this site every day (or once every week, or once every month), choose **Daily** (or **Weekly** or **Monthly**).  
If you select a daily, weekly or monthly update cycle WebWhacker automatically update the links according to the schedule you established in your Preferences.
10. When you select **Finish**, WebWhacker adds the URL to your site list and marks it for whacking.

## Grab

You can easily add a new URL to your WebWhacker database by grabbing it from your Web browser.

### Grabbing URLs

1. Using your Web browser, display the URL you want to grab.
2. Switch to WebWhacker. Then select **Grab** from the Toolbar or go to the URL menu and select **Grab**.  
**OR**  
Select **Grab** from the AppBar.  
**NOTE:** If you are using Internet Explorer™ 3.0, you cannot use the **Grab** button on the AppBar; you must grab from within WebWhacker (either on the Toolbar or the menu selection).  
  
WebWhacker displays the first page of the URL Subscription Wizard with the URL for the page you grabbed in the **URL to Add** text box.
3. In the free window labeled **Select the Category for this URL**, double-click on the name of the category you want to assign this URL. If the category you want does not appear in the window, you can display your subcategories by clicking the plus sign next to the **All**.
4. When the URL and categories are set the way you want them, select **Next**. WebWhacker displays the second page of the URL Subscription Wizard.
5. Select the number of levels of this site you want to whack.  
If you only want this page, use **1**.  
If you want all the links from this page, select **All**.
6. If you don't want WebWhacker to whack pages from other URLs that are linked to this URL site, select **Remain on Site**. If you chose to whack **All** levels in the previous step, **Remain on Site** is selected automatically and the option is grayed out, making it unavailable.
7. If the site you selected requires a user name and password, type your user name and the appropriate password.
8. When you select **Next**, WebWhacker displays the third page of the URL Subscription Wizard.
9. Select the renewal frequency you want for this URL.
  - \* If you only want to whack this URL one time and never renew it, select **Just this Once**.
  - \* If you want to update this URL every day (or once every week, or once every month), choose **Daily** (or **Weekly** or **Monthly**).
  - \* If you select a daily, weekly, or monthly update cycle, WebWhacker automatically updates the links according to the schedule you established in your Preferences.
10. When you select **Finish**, WebWhacker grabs the URL, adds it to your list, and marks it for whacking.

## Browse

You can quickly display a URL from the WebWhacker window. If you have whacked the URL, it is loaded directly from the WebWhacker database. If it is a new URL that has not yet been whacked (and you have the **Proxy Server/Allow cache passthru** preference function turned on), WebWhacker uses your browser to access the URL site.

### Browsing a site

1. From the WebWhacker window, select the URL site you want to browse. Then from the URL menu, select **Browse**.  
**OR**  
From the WebWhacker window, double-click on the name of the URL site.
2. In either case WebWhacker starts your Web browser (if it is not already running) and displays the URL site in your Internet browser's window.

### TIP: Tracking the latest version of your subscribed URLs


The page that appears in your browser is the "whacked" version of the URL that resides on your local hard drive or network. If the URL is one that changes frequently, or if you just want to make sure you are viewing the latest version, click once on the Renew button on the AppBar or on the toolbar to update your version.

### TIP: Correcting access problems

If your Web browser seems suddenly unable to access its network connection, you may have your proxy configuration set incorrectly. When you have configured your browser to use WebWhacker as a proxy, you must load WebWhacker before your browser can access URLs on the Internet or stored in your WebWhacker database. You must also have set WebWhacker to **Allow passthru on cache misses** or you will not be able to view Web pages that you have not yet whacked.

If you are not running WebWhacker you must have your Web browser configured for no proxies.

## Enable whack

Before you can begin whacking, you have to tell WebWhacker what URLs you want to whack. Marked URLs have a whacking knife over their icon. When you have subscribed to a URL by adding or grabbing it, a small globe icon  appears next to the URL in the URL list. This indicates that the URL site is still only on the Internet and has not yet been saved to your hard drive or local network server.

### Enabling Whacking


1. Click on the icon of each URL you want to whack. This toggles its whack status on and off, adding a whacking knife to the icon when the URL is enabled.  
**OR**  
Select the URL, go to the URL menu, and select **Enable Whack**. WebWhacker changes the icon to include the whacking knife.
2. When you are ready to begin whacking, the marked URLs are whacked based on the levels specified in their properties. You can perform the whack at once, or you can set WebWhacker to whack all enabled URLs at a later time (for example, after hours when connection rates are lower). Use the Updating Scheduling Preferences procedure to set WebWhacker to update your URLs according to a schedule.



## Disable whack

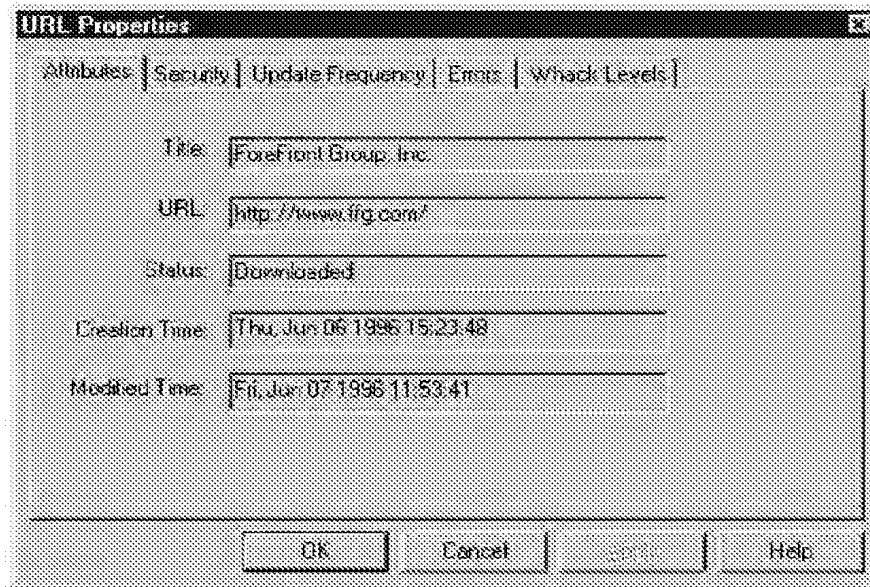
Before you can begin whacking, you have to tell WebWhacker what URLs you want to whack. Marked URLs have a whacking knife over their icon. If you don't want a URL whacked, you can unmark or disable it. A URL that has been added or grabbed but not whacked appears in the WebWhacker window with a small globe icon. This indicates that the URL is still only on the Internet and has not yet been saved to your hard drive or local network server.

### Disabling whacking

1. Click on the whack knife  of each URL whose whacking you want to disable  
**OR**  
Select the URL, and then go to the URL Menu and select **Disable Whack**. WebWhacker removes the whacking knife from the icon.
2. When you begin whacking (either manually or according to the schedule), all unmarked URLs are excluded from the procedure.

## Properties

Every URL has a series of properties associated with it. Although you can update the properties on some of the pages, others are only displayed for your information. Click the appropriate tab to display the relevant information.



### Looking at and changing URL properties

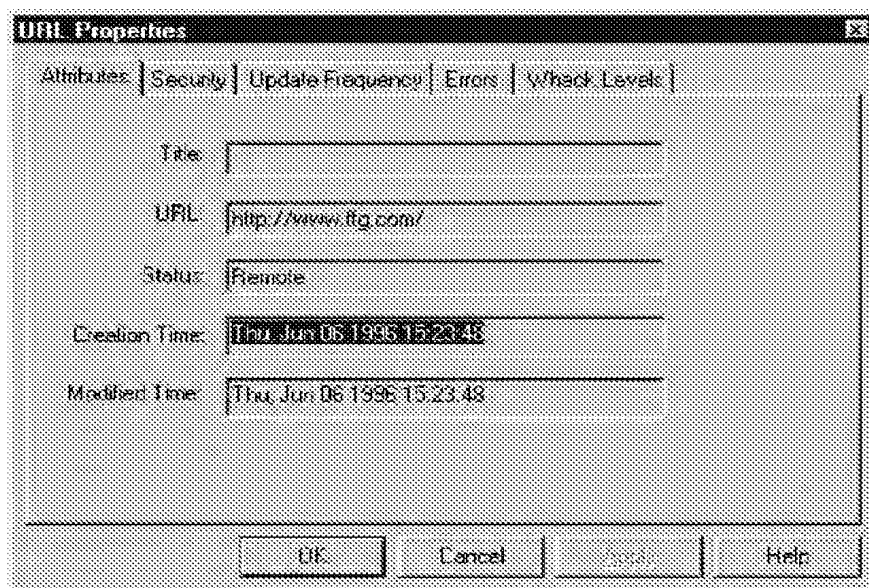
1. Select the URL whose properties you want to change.
2. Click on the **Props** button  
**OR**  
Go to the URL menu and select **Properties**.
3. Select the page for the properties you want to view or change.

### In the Properties window, you can look at a URL's:

- ▣ **Attributes.** The basic information about the site, including its name, URL address and current status. Since WebWhacker loads all of this information for you, you can not change it.
- ▣ **Security.** Security settings include any user name and password associated with the site. (The password is not displayed.) You can update both the user name and password.
- ▣ **Update Frequency.** Determines how often this URL is scheduled for updates. This property works in conjunction with your scheduling preference.
- ▣ **Errors.** List showing any errors encountered in whacking or renewing the URL.
- ▣ **Whack Levels.** Allows you to change the number of levels of links that you want to download from the particular URL.

## Attribute properties

The Attribute Properties dialog shows basic information about a subscribed URL including its title, URL address, and current whacked status. All of this information is provided by WebWhacker and cannot be changed.

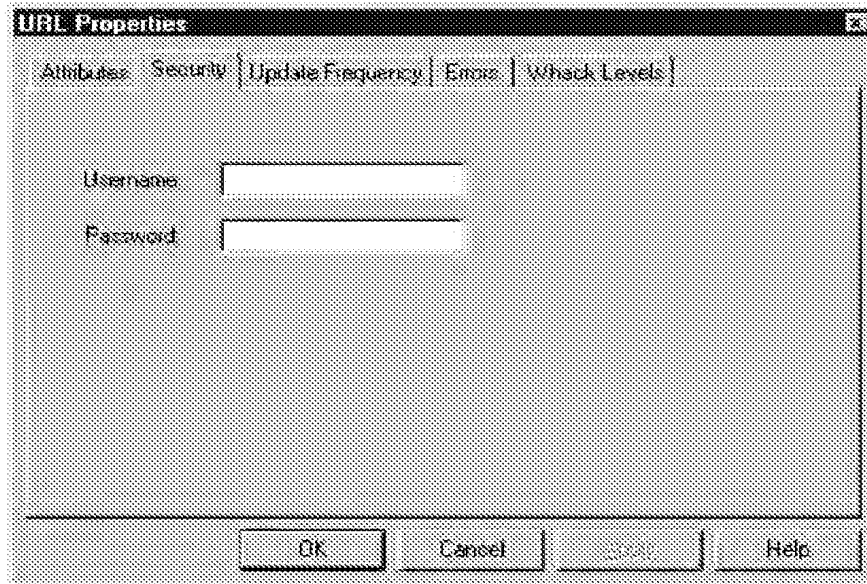


### Viewing the URL attributes

1. Select the URL whose properties you want to update.
2. Click on the **Props** button on the Toolbar, or go to the URL menu and select **Properties**. WebWhacker displays the URL Properties window.
3. If necessary, click on **Attributes**. WebWhacker displays the attributes associated with the URL.
4. If you want to look at or update another preference, select the appropriate page.  
If you are finished updating preferences, select **OK**.

## Security properties

The Security Properties allow you to update the user name and password associated with a particular URL. The password is not displayed.

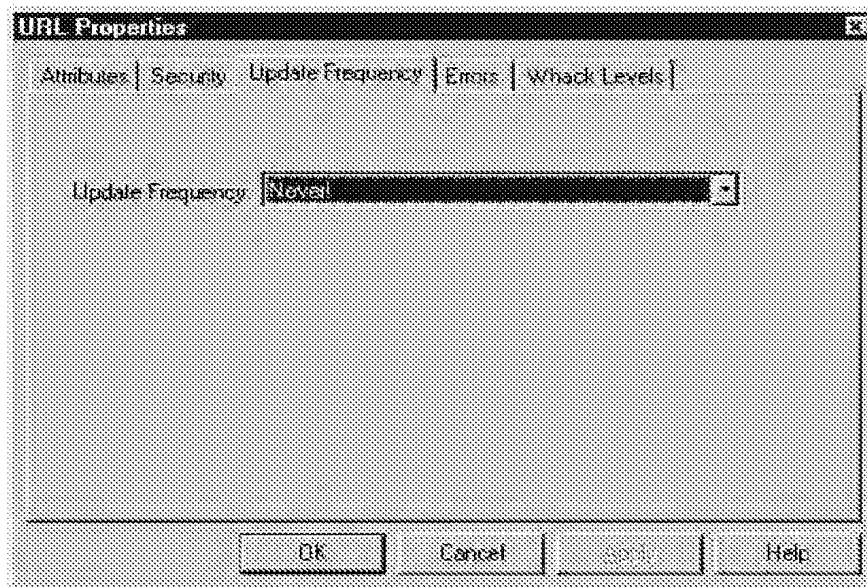


### Updating security properties

1. Select the URL whose properties you want to update.
2. Click on the **Props** button  
OR  
Go to the URL menu and select **Properties**. WebWhacker displays the URL Properties window.
3. Select the **Security** page. WebWhacker displays the user name or password assigned to this URL.
4. If you want to change your user name or password, enter the new information.
5. If you want to look at or update another preference, select the appropriate page.  
If you want to apply your changes to the URL without closing the dialog, click on **Apply**.  
If you are finished updating preferences, select **OK**.

## Update frequency property

Use the **Update Frequency Property** to establish how frequently a subscribed URL will be scheduled for update. This property works in conjunction with your Scheduling preferences.

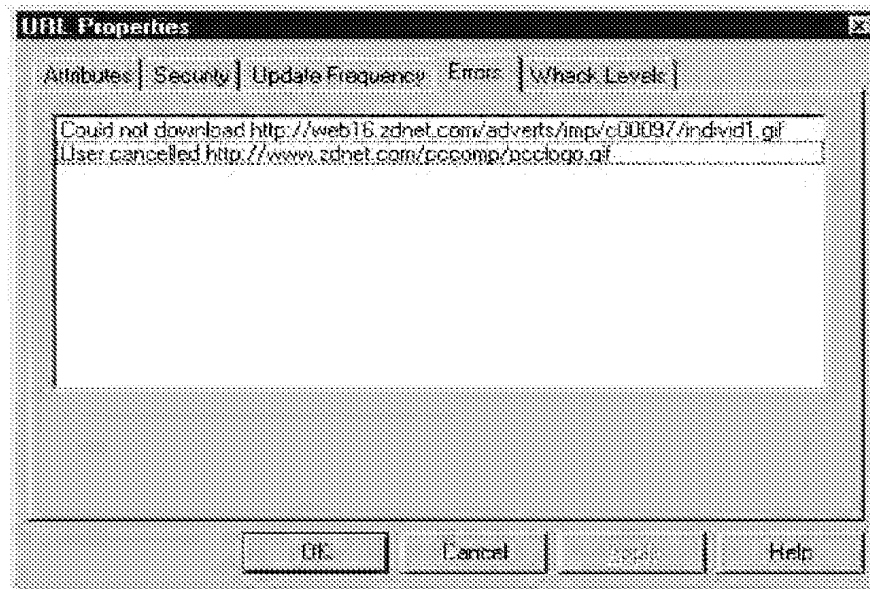


### Changing the update frequency

1. Select the URL whose properties you want to modify.
2. Click on the **Props** button  
**OR**  
Go to the URL menu and select **Properties**.  
WebWhacker displays the URL Properties window.
3. Select the **Update Frequency** page. WebWhacker displays the frequency you established for this site.
4. If you want to change how often the URL is updated, select the new frequency from the pull-down menu.
5. If you want to look at or modify another property, select the appropriate page.  
If you want to apply your changes to the URL without closing the dialog, click **Apply**.  
If you are finished modifying the URL's properties, select **OK**.

## Error properties

You can use the **View Error** list to review any errors encountered in whacking or renewing a URL. You can't make any changes to this list but you can use it to analyze error conditions.

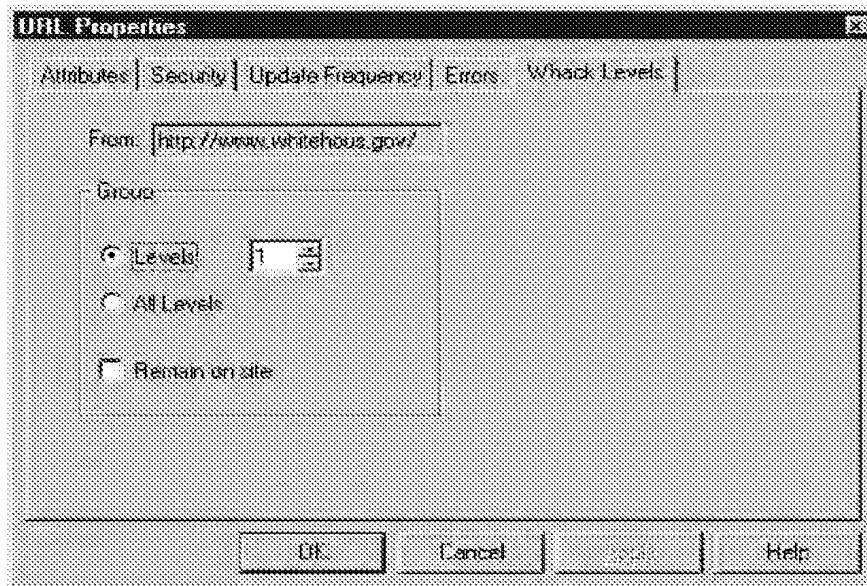


### Viewing the error list

1. Select the URL whose properties you want to update.
2. Click on the **Props** button or from the URL menu select **Properties**. WebWhacker displays the URL Properties window.
3. Select the Error page. WebWhacker displays the Error List with all the error conditions associated with this URL.
4. If you want to look at or update another preference, select the appropriate page. If you are finished updating preferences, select **OK**.

## Whack level properties

You can set the number of whack levels you want to download from a subscribed URL site. Normally whack levels are set when a site is grabbed or added. In addition, you can change the whack levels later using this procedure.



### Changing whack levels

1. Select the URL whose whack levels you want to update.
2. Click on the **Props** button,  
**OR**  
Go to the **URL** menu and select **Properties**  
**OR**  
Go to the **File** menu and select **Whack Levels**.
3. If you are using the Properties function to change whack levels, WebWhacker displays the URL Properties window. Select the **Whack Levels** page. WebWhacker displays the levels assigned to this site.  
  
Otherwise, WebWhacker displays the Whack Levels dialog. 4. Select the number of levels of this site you want to whack.
  - If you only want this page, use **1**.
  - If you want all the links from this page, select **All Levels**.
  - If you want some of the pages linked from this page, enter the number of levels down the links you want. You can enter up to 100 levels.
5. If you don't want WebWhacker to whack pages from other sites linked to this site, select **Remain on Site**. If you chose to whack **All** levels in the previous step, **Remain on Site** is automatically selected and the option is grayed out, making it unavailable.
6. If you are using the Properties and want to look at or update another preference, select the appropriate page.  
  
If you are using the properties and want to apply your changes to the URL without closing the dialog, click **Apply**.  
  
Otherwise, select **OK**.

## Tools menu

The Tools menu contains functions that apply to WebWacker as a whole.



Using this menu you can:

- ▣ **View Errors** list
- ▣ **View Modified** sites which have changed in the last few days
- ▣ **Search** for a URL or title.
- ▣ **Set Preferences** for the program



## View errors

You can display a list of all the errors WebWhacker encountered in whacking or renewing subscribed URLs. The list is displayed in URL order. When you select a URL, WebWhacker displays the errors associated with that URL.

A red icon next to a URL indicates an error occurred while whacking that URL. The problem could be as simple as the user canceling a whack, or it may indicate that a URL or subordinate file could not be found. In general, if the red image is a globe () that indicates a problem with downloading the URL; if the red image is a smaller globe on a piece of paper () that indicates a problem with one of the subordinate files (usually an image that could not be found).

To get more information about the error, right-click on the site and select **View Errors**. You can also display the errors associated with a particular URL by using the URL properties function.

### Displaying errors

1. From the Tools menu, select **View Errors**. WebWhacker displays the Errors listing of all URLs where difficulties were encountered.
2. Select the URL whose errors you want to review. WebWhacker displays the errors associated with that URL.

### TIP: The persistence of errors in memory

Error conditions are not retained in memory when you exit the program. So today's error list shows only today's errors; you cannot wait and check them out next week.

## View modified

The **View Modified** tool displays a list of the URLs and Titles of all whacked URLs that have been modified recently. In this case, "modified" means that the site has been whacked, rewhacked, or renewed; that is, that it has been downloaded from the Web to your hard drive or local network.

You can control how the program interprets "recently" by specifying a number of days previous to the current day.

### Viewing modified sites

1. From the Tools menu, select **View Modified**.
2. In the **Modified in \_\_\_ days** text box, type the number of days (previous to today) during which the URLs may have been downloaded (whacked or renewed).
3. Click **Query** to begin the search of the whacked URLs.
4. WebWhacker will display a list of the URLs and Titles of all sites that have been modified within the specified number of days.
5. When you are finished examining the list, click **Done** to close the dialog box.

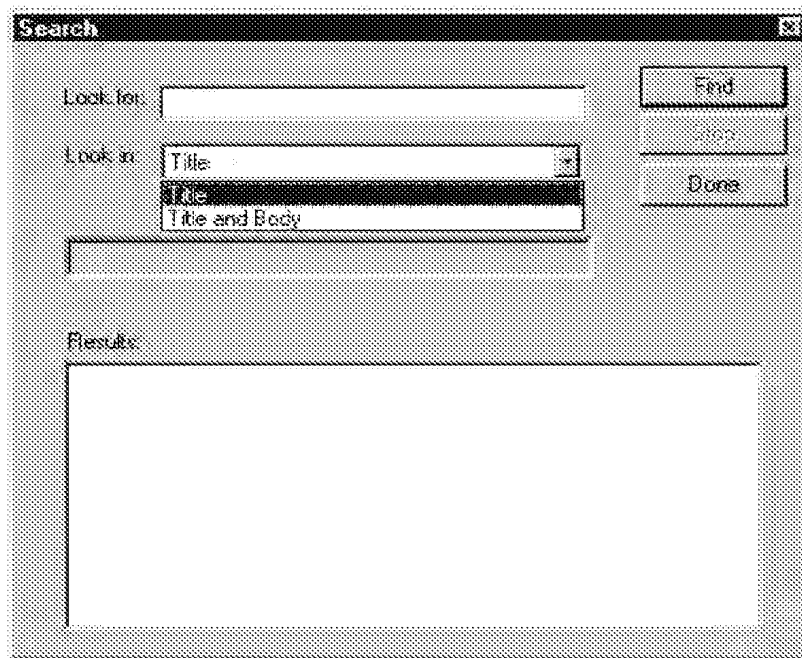
## Search

WebWhacker allows you to search for specific words or phrases contained in the title and/or body text of any of your subscribed URLs.

You can initiate a search

- ◆ in WebWhacker, by clicking the **Search** button in the toolbar.
- ◆ from WebWhacker's Tools menu by choosing **Search**.
- ◆ on the AppBar, by clicking on the **Search** button.

Any of these actions leads you to the dialog box below.



### Conducting a search

1. In the **Look for** box, type the word or words you want to find. This text is *not* case-sensitive (for example, **WOMAN** will find **WOMAN**, *woman*, *Woman*, even *wOman*.) You cannot search for punctuation marks unless you enclose them in quotes (for example, use `"?"` to find a question mark. There is no way to search for a quotation mark; `""` will not work).
2. The searching facility supports Boolean search expressions (**AND**, **OR**, **NOT**). Note that these search expressions are case-sensitive and must be typed in all capital letters.

To **expand** your search, use **OR** (or `"|"`) between the search terms. You will then find all sites containing **ANY ONE** of the search terms.

To **narrow** your search, use **AND** (or `"&"`) between the search terms. You will then find only those sites containing **ALL** of your search terms.

To **eliminate** all sites containing certain terms, use **NOT** (or `"!"`) before the search term. You will then find only those sites that do **NOT** contain the negated search term. You may occasionally encounter a problem in parsing queries using the **NOT** function. You can often sidestep these problems by using parentheses to group search terms. For example, if `"x NOT y"` does not work as expected, try `"x AND (NOT y)"`.

To **combine** multiple levels of search terms, use parentheses to group each level together. If you do not use parentheses, the program will attempt to understand your request by assigning requests an order of precedence.

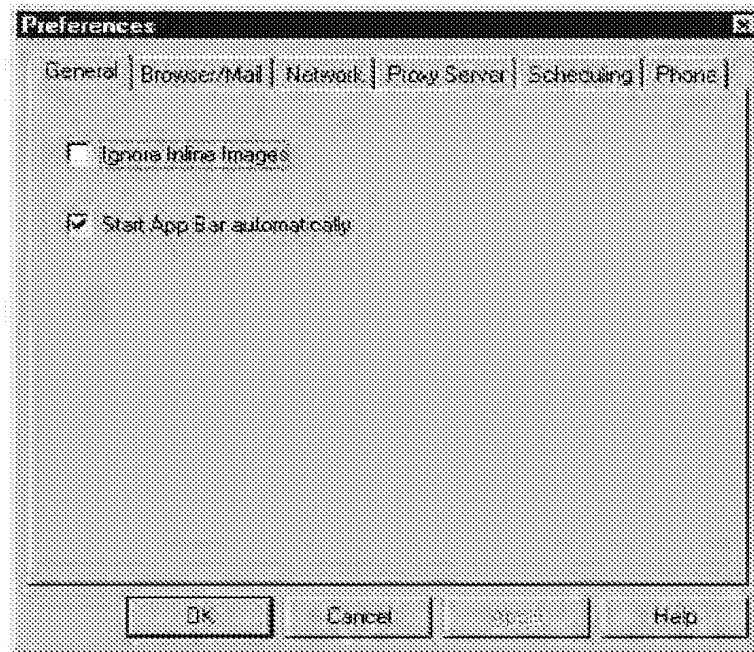
(from highest to lowest: NOT, AND, OR). If you are not well-versed in Boolean logic, this may lead to unexpected outcome. Using parentheses to be as specific as possible will help ensure that your request is interpreted as you want.

To **search for punctuation marks**, you must enclose them in quotation marks (that is, to search for a question mark, type "?"). You cannot search for quotation marks (that is, "" doesn't work).

3. Use the drop-down box labeled **Look in** to limit your search to whacked URL **Titles only**. To conduct the search throughout the entire text of the whacked URL, select both **Title and Body**. Title searches are quicker; Title and Body searches are more complete.
4. Click on **Find** to initiate the search.
5. A list of relevant URLs appears in the **Results** text box.
6. When the URL title you want appears, double-click on it to load the page into your Web browser.

## Preferences

The WebWhacker **Preference** functions allow you to set various system-wide preferences.



### Setting your preferences

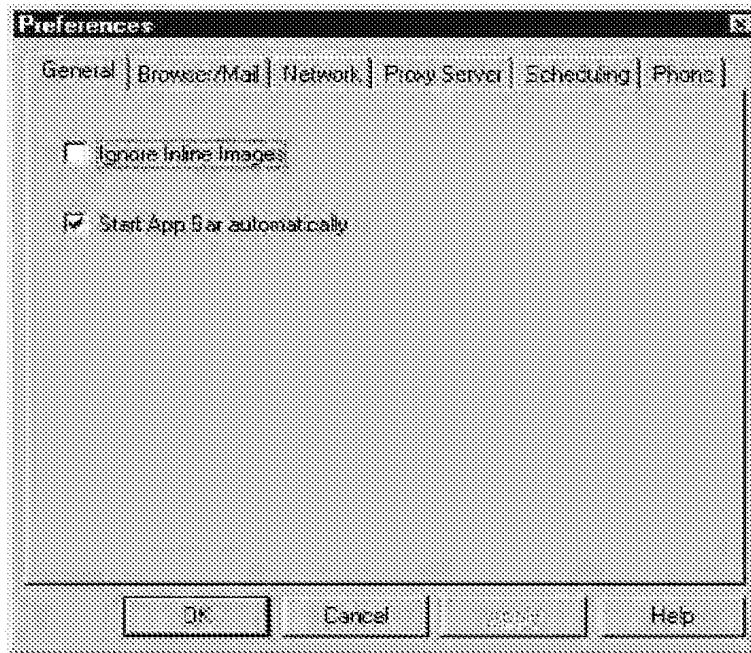
1. From the Tools menu, select **Preferences**.
2. Select the page for the preference you want to change.

### From the Preferences dialog, you can specify:

- **General** Preferences Lets you choose whether to download in-line graphics on whacked pages.
- **Browser/Mail** Preferences. Identifies your Web browser and specifies your e-mail account.
- **Network** Preferences. Sets up network management options.
- **Proxy Server** Preferences. Sets up WebWhacker as a proxy server for your Web browser. Also lets you set up preferences if your site has a firewall.
- **Scheduling** Preferences. Sets the schedule for site updates. This schedule works in connection with the URL update frequency property.
- **Phone** Preferences. Sets up phone numbers, user names, and passwords for use with the automatic scheduling options.

## General preferences

Use the **General Preference** page of the Preferences dialog box to set basic preferences for your system.

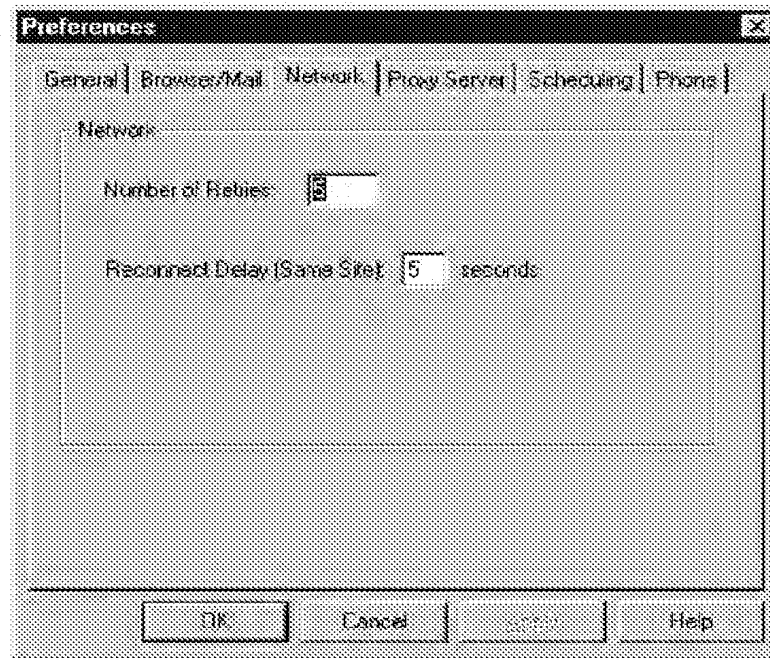


### Updating general preferences

1. From the Tools menu, select **Preferences**. Then select the **General** page. WebWhacker displays the General dialog.
2. If you want WebWhacker to ignore inline images when it whacks pages, select **Ignore inline images**. Ignoring inline images is the same as setting your browser to not display images. This makes the whacking and displaying of pages faster.
3. If you want the AppBar to automatically load when you load WebWhacker, select **Start AppBar automatically**.
4. If you want to update another preference, select the appropriate page. If you are finished updating preferences, select **OK**.

## Network preferences

Use the **Network Preferences** to specify basic network management options.

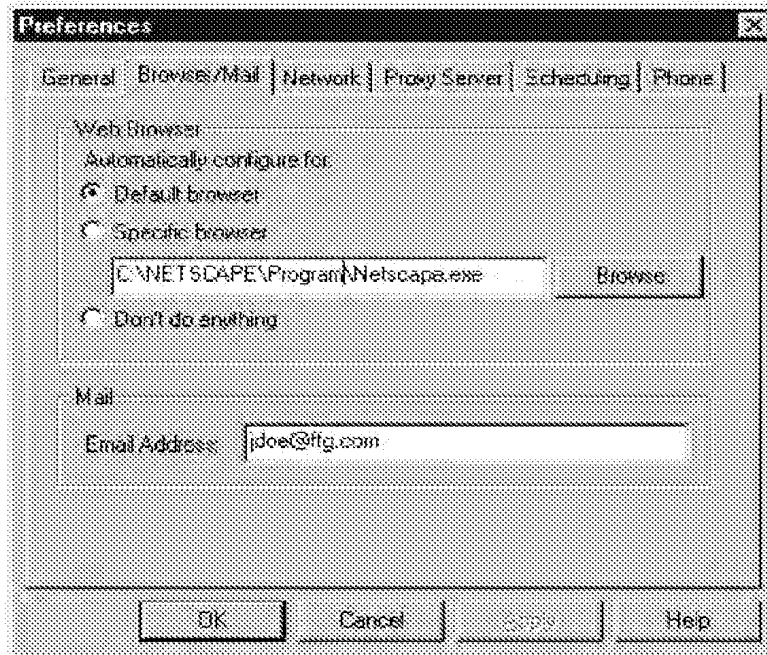


### Updating network preferences

1. From the Tools menu, select **Preferences**. Then select the **Network** page.
2. Enter the number of times you want WebWhacker to try to access a site if it is unsuccessful on the first attempt.
3. Enter the amount of time, in seconds, you want WebWhacker to wait before trying to access a URL a second if it is unsuccessful on the first attempt.
4. If you want to update another preference, select the appropriate page. If you are finished updating preferences, select **OK**.

## Browser/mail preferences

Use the Browser/Mail preferences to specify your browser application and e-mail address. If you chose one of the autoconfiguration options during installation, you may never need to reset the Browser preferences.



### Updating browser and mail preferences

1. From the Tools menu, select **Preferences**. Then select the **Browser/Mail** page.
2. These are the same choices you made during installation. Normally, select the first option, **Configure my default browser**. This option identifies your system's default browser (the one that is loaded when you double-click on a file ending in \*.htm), and, if possible, configures that browser to use WebWhacker as a proxy. At the time this Help file was written, autoconfiguration supported only Microsoft Internet Explorer™ 2.x-3.0 beta 2 and Netscape Navigator™ 1.1-3.0 beta 5. For updates, check the README file that came with this program and visit ForeFront's Web site at [HTTP://WWW.FFG.COM](http://www.ffg.com).  
If your particular system requires special treatment, choose one of the other two options.
  - **Use this specific browser** lets you point WebWhacker to a Web browser other than Netscape Navigator™ or Microsoft Internet Explorer™, or to find these browsers in an unusual location.
  - **I'll configure my browser manually** requires you to perform all setup on your own. You must then go into your Web browser and configure it to use WebWhacker as an HTTP proxy.
3. Type your complete e-mail address in the **Email Address** text box.
4. If you want to update another preference, select the appropriate page. If you are finished updating preferences, select **OK**.

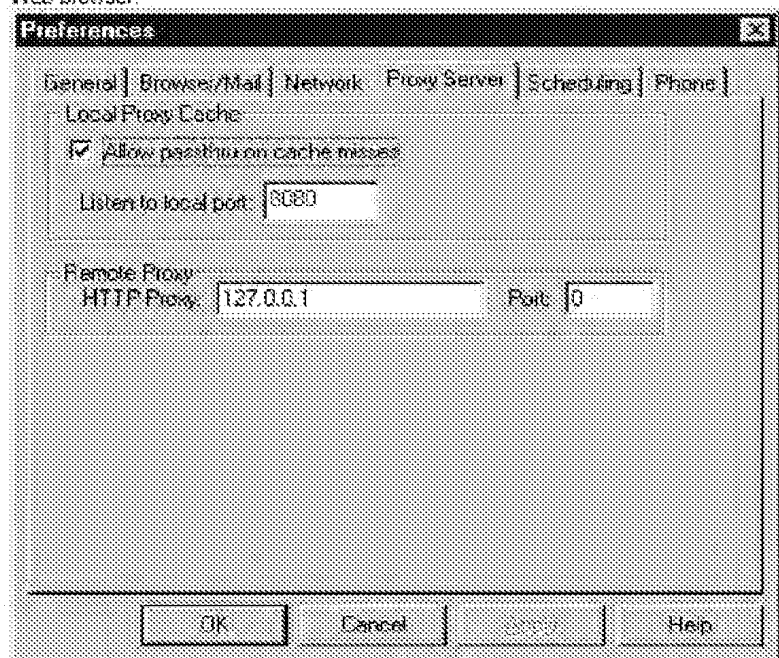
### TIP: Crossed preferences

If you have more than one browser on your system, you can only view your WebWhacker database from the browser set in the browser preferences. For example, if you have set your browser preference to Microsoft's Internet Explorer,™ you cannot view your WebWhacker database with Netscape Navigator.™



## Proxy server preferences

Use the **Proxy server preferences** to specify the information required to use WebWhacker as a *proxy* server for your Web browser.



### TIP: Controlling Web access with passthru

If you select **Allow passthru on cache misses**, any time you select a page that is available in its database, WebWhacker automatically accesses your Web browser and loads the page. When it encounter a page that is not in its database, WebWhacker automatically goes out to the Web to access the remote page and display it.

If **Allow passthru on cache misses** is not selected when you attempt to display a page that is not available in WebWhacker's database, you will receive an error message. You will also receive this message anytime you attempt to access a remote site when you're off-line or the Net is not available.

### TIP: Setting up behind a firewall

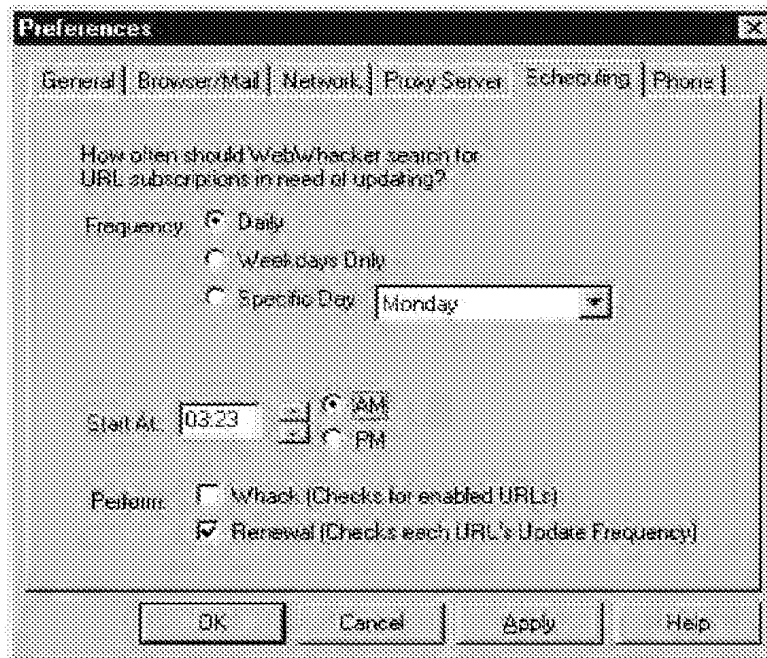
If your site is running behind a firewall, you must tell WebWhacker the name or IP address and port number of your HTTP proxy (FTP proxy is not currently supported). If you are not sure of this information, contact your network administrator. If you are not running behind a firewall, you do not need to enter this information.

### Updating proxy server preferences

1. From the Tools menu, select **Preferences**. Then select the **Proxy Server** page.
2. If you want WebWhacker to automatically access your Web browser when you request a page that is not available in its database, check **Allow Passthru on cache misses**.
3. By default, WebWhacker is set to listen to port 8080. If there is a conflict and you want it to listen a different port, enter the new port number.
4. If you are running behind a firewall, enter the name or IP address and port number for the HTTP and FTP proxies. Contact your network administrator for this information.
5. If you want to update another preference, select the appropriate page. If you are finished updating preferences, select **OK**.

## Scheduling preferences

You can use the **Scheduling** tab (accessed through the **Preferences** command on the Tools menu) to specify the schedule for URL updates.



Scheduling works in conjunction with the URL update frequency property. The Update Frequency tab (accessed through the **Properties** command on the URL menu) is set each time you add or grab a new URL or when you specifically change an existing URL's properties. This update frequency setting is stored separately for each URL. The **Scheduling** setting, on the other hand, is set globally and determines how often WebWhacker attempts to deal with sites that may require updating.

### How It Works

Every time you subscribe to a new URL by adding or grabbing it, WebWhacker lets you establish the frequency with which your subscription will be renewed. Some URL subscriptions you may never want to renew; others you may want to update daily, weekly, or monthly. Based on the frequency schedule you establish in the system preferences, WebWhacker looks at each URL that is scheduled for update and then queries the server at that page's original site to determine whether the site has changed since the last time you downloaded it. If the site has changed, WebWhacker renews the site by reacquiring the page information.

For example, if your preferences are set to renew daily at midnight, every night WebWhacker looks at all the URLs that have been assigned an update frequency. If the update criteria is met (the frequency is daily or today is a week or a month after the last update), WebWhacker queries the server at the page's original Internet location to determine the page's modification date on the server. The program then compares the two modification dates (on the server and on your local desktop). If the server-based modification date is later than your local modification date, the page has probably changed since your last update, so WebWhacker downloads the updated page.

### Modifying scheduling preferences

1. From the Tools menu, select **Preferences**. Then select the Scheduling page.  
**OR**  
Click the Schedule button on the Toolbar.
2. Select the scheduling options you want.

If you want it to attempt updates every day, select **Daily**.

If you only want to updates on weekdays (not Saturday and Sunday), select **Weekdays Only**.

If you want to specify weekly updates on a particular day, select **Specific Day**. Then select the day from the pull-down menu.

3. Select the time you want the attempted updates to start. Many people prefer having WebWhacker attempt to update their sites around midnight when download rates may be cheaper and they aren't using their system.
4. If you want WebWhacker to whack all URLs that have been enabled, select **Whack**.

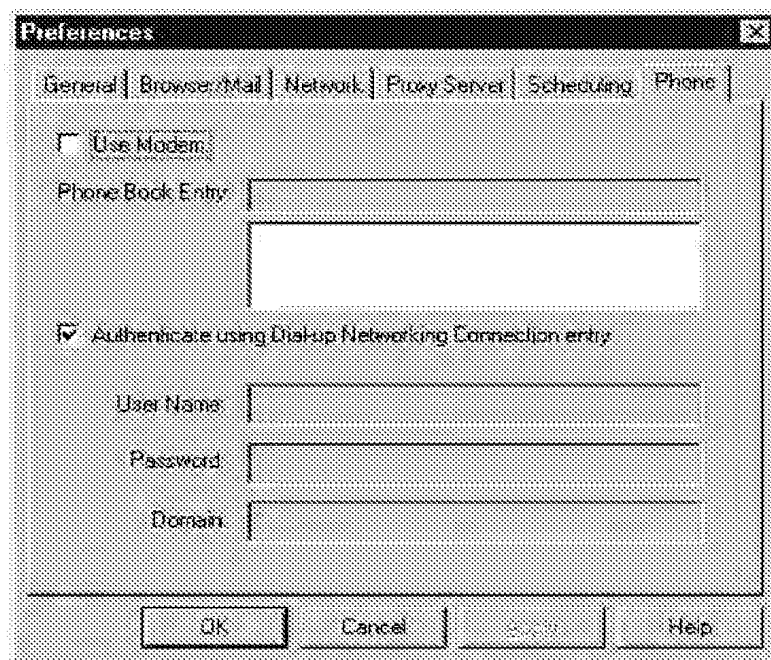
**TIP:**

URLs that have been enabled for whacking include a knife symbol in their icon.

5. If you want WebWhacker to look at all subscribed URLs that are eligible for renewal (in their Update Frequency Property) and download any that have changed since the last time you whacked them, also select **Renewal**.
6. If you want to modify another preference, select the appropriate page. If you are finished modifying preferences, select **OK**.

## Phone preferences

Use the **Phone** tab to configure WebWhacker to perform scheduled whacks and renews automatically—even when you're not there.



WebWhacker uses the preferences on this Phone tab, together with the Windows 95 Dial-Up Networking connections you have set up, to dial your Internet service provider, log on, download the URLs scheduled for whacking or renewal, and close the connection when it is finished.

### TIP: Connecting with Windows 95 Dial-Up networking

If you want to use scheduling to have WebWhacker perform unattended whacks and renewals, you must have your Windows 95 Dial-Up networking correctly configured. This connection must be set up so that it will automatically send your username and password to your Internet Service Provider. If you normally type your username and password into a dial-up window, the scheduled whack or renewal will not occur. When everything is correctly configured, WebWhacker will use this facility to dial up and connect to your Internet provider, download the scheduled whack and renewal URLs, and close the connection.

### Setting up Phone preferences:

1. From the Tools menu, choose the **Preferences** command and then the **Phone** page.
2. Put a check mark in the box labeled **Use Modem** if (1) you only have a modem on this machine and your dial-up connection is made through the modem; or (2) you have both a modem and a direct network connection, but you want to make your Internet connection through the modem.
3. In the box below **Phone Book Entry**, you will see a list of all the dial-up connections you have configured under Windows 95 Dial-Up Networking. Click on the name of the appropriate connection for your Internet provider, and that name will appear in the **Phone Book Entry** text box.
4. If you use a name and password to log onto your Windows 95 machine, and that name and password are the same as those you use to log onto the Internet, put a check mark in the box labeled **Authenticate using Dial-up networking connection entry**.

If you use a different name and/or password to log onto the Internet than you use to log onto your local Windows 95 machine (or if you do not use any name or password to log onto your local machine), do not put a check mark in the box labeled **Authenticate using current user name and password**. In this situation, you must type into the appropriate boxes the **User Name**, **Password**, and **Domain** that you use in making your Internet connection.

The **Domain** edit box defaults to an asterisk (\*) because you may not need to enter a domain. Check with your network administrator or Internet service provider.

5. When you have filled in all the blanks, click **Apply** and then choose another page to continue setting preferences. (You may click on any tab in the graphic above to jump to the Help section on that preference.) If you are finished setting preferences, click **OK** to close the **Preferences** dialog box..

## View menu

The View menu contains functions that change the way WebWhacker displays in the window.

You can use this menu to:

- Sort the List View by URL or Title
- Toggle the **Toolbar** display on and off
- Toggle the **Status Bar** display on and off
- Toggle the **Whack Status Bar** display on and off

## Sort by (URL/Title)

You can sort the list of whacked URLs by either URL or page title. The URLs and titles are sorted in ascending order: numbers followed by uppercase letters, then lowercase letters.

### Sorting the URL list

1. Display the WhackWhacker window.
2. Select the List view page.
3. To look at the headlines in URL order, click on **URL** in the title bar  
**OR**  
Go to the View menu and select **Sort By**, then **URL**.
4. To look at the headlines in title order, click on **Title** in the title bar  
**OR**  
Go to the View menu and select **Sort By**, then **Title**.

## Help menu

The WebWhacker Help menu contains the following functions:

- ◆ **Contents** listing all Help topics and giving you access to the topics.
- ◆ **Tip of the Day** (not currently implemented).
- ◆ **About WebWhacker**, giving the version and release date of the program.



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## WebManager



WebManager is a utility applet shipped with WebWhacker which displays whacked Web sites according to categories such as Arts, Business, and Education, or any other categorizing system you want to use. Each category appears as a folder (or directory) containing the assigned sites and any subcategories you have created.

Use the WebManager to organize your URLs into categories and subcategories to make it easier for you to keep track of them. Although we deliver a set of categories, you can add your own categories and subcategories to make the WebManager work for you.

You might want the categories to be topics similar to those we've set up. Or perhaps you want to categorize your URLs by business topics; for example, clients, vendors, and competitors. Or, if several people use a single machine, each person might want to set up their own set of subcategories.

## Add new URLs (in WebManager)

Most of the time you add new URL sites to WebWhacker by grabbing them from the main WebWhacker window. However, you can add Web sites directly into their relevant categories using the WebManager's Explorer-style window. To do so, you need to know the correct URL for the site.

### Adding a new URL from within WebManager

1. From within the WebManager window, double-click on the word **All** labeling the folder at the top of the tree pane on the left side of the window. A list of your current categories displays beneath the word **All**.
2. Click on the folder icon for the category to which you want to add this URL.
3. From the Edit menu, select **Add** and then select **URL** from the submenu.
4. In the **URL to add** text box type the complete name and path of the new URL; for example:  
HTTP:WWW.FFG.COM.
5. After you click **OK**, your new URL appears in the right window pane whenever you select its category.

Your new URL appears in the right pane of your window. It has a **Name** and **Date**, but no **Title**. You can add the title through the URL's properties box using the procedure **Naming a URL**.

### TIP: Coordinating URL sites and categories

- When you add a URL within WebWhacker, the site is added to WebManager as well. However, if you delete a URL from within WebManager, the site is deleted only from WebManager's categorization view; it is **not** deleted from your WebWhacker database of local sites.

## Add or delete categories (in WebManager)

You can sort your database of subscribed URLs into as many (or as few) categories as you want. You may even create subcategories within a category. Each category or subcategory is displayed as a folder in the WebManager's Explorer-style window.

### Adding a new main category

1. From within the WebManager window, click on the word **All** labeling the folder at the top of the tree pane in the left half of the window.
2. Click on the **Edit** menu, select **Add** and then select **Folder** from the submenu.
3. In the Add New Folder dialog box, type the name of the new category in the **Folder Name** text box. Click **OK**.

### Adding a new subcategory

1. Click on the word labeling the folder that will contain the subcategory.
2. Click on the **Edit** menu, select **Add**, and then select **Folder** from the submenu.
3. In the Add New Folder dialog box, type the name of the new category in the **Folder Name** text box. Click **OK**.

### Deleting a main or subcategory

1. Click on the folder representing the category you want to delete.
2. Click on the **Edit** menu and select **Delete**.

**OR**

Hit the **Delete** key on your keyboard.

### TIP: Managing categories

Categories are a function of WebManager, so when you add or delete categories from within WebManager, the categories are added or deleted across the board. However, if you delete a URL from within WebManager, the URL is deleted only from WebManager's categorization view; it is **not** deleted from your WebWhacker database of local sites.

## Browse sites (in WebManager)

You can use the categories in the WebManager to surf the Net. If the URL has been whacked by WebWhacker, the program displays the copy of the page from its database. If the URL has not been whacked, your browser must be connected to the Net to view the page.

### Using WebManager to browse sites

1. Start your Web browser. Note that WebManager does **not** automatically start your Web browser when you select a site to browse. (WebWhacker, on the other hand, does start your browser automatically.)
2. If you want to look at URLs that haven't been whacked by WebWhacker, connect to the Net and be sure that WebWhacker is set to allow cache passthru. (On the WebWhacker tools menu, select **Preferences** and then the **Proxy Server** tab. Be sure there is an X in the text box labeled **Allow passthru on cache misses**.)
3. From within the WebManager window, navigate the categories in the tree pane (on the left) to select the desired category.
4. In the right-hand pane, locate the URL you want to browse.
5. Double-click on the name of the URL. The whacked page appears in your Internet browser's window.

### TIP: Identifying local vs. remote sites

If the page that appears in your browser has been whacked by WebWhacker, it displays the version of the URL that resides on your local hard drive or network. If the URL is one that changes frequently, or if you just want to make sure you are viewing the latest version, rewhack it or use the Renew function to update it.

## Move subscribed URLs to new categories (in WebManager)

From time to time, your category needs may change. If one category becomes too large, you may create subcategories or even new main categories. You can easily move URLs to new categories without any need to go online or to re-type the information.

### Moving a subscribed URL to a new category

1. From within the WebManager window, navigate the categories in the tree pane (on the left) to select the category currently holding the URL you want to move.
2. In the right-hand pane, click once to focus on the URL you want to move. It is usually best to click on the icon to the left of the URL name.
3. Keeping the mouse button depressed, drag the URL to its new category in the left-hand pane. When the site name is highlighted, release the mouse button.
4. Your URL is now located in its new category.

## Site title (in WebManager)

When you add a new URL through WebManager using the grab function, the site title is added to both the WebWhacker and WebManager lists. However, if you add a URL manually using either WebWhacker or the WebManager's add function, the title is not displayed. Although you cannot change the title displayed in WebWhacker, you can assign a different title to the site in the WebManager list.

### Assigning a site title

1. Click once on the name of the URL you want to title. This brings the URL site into focus.
2. Click on the **Edit** menu and select **Properties**.  
**OR**  
Right-click on the URL's icon and select **Properties** from the shortcut menu.
3. In the **URL Properties** text box, type the name you want to assign to this URL site. Most of the time, you want this name to be the one that appears in the title bar of the URL site, but you can assign any name that is meaningful to you.
4. Click **OK** to close the dialog box. The site now has a title in WebManager.

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## Tips & tricks



- Accessing the WebWhacker database
- Backing up the WebWhacker database
- Checking errors quickly
- Connecting through Windows 95 dial-up networking
- Coordinating sites and categories
- Crossed browser preferences
- Identifying the AppBar's reserved area
- Keeping local sites current
- Managing categories
- Removing URLs everywhere
- Stopping a large whack
- Using multiple docking toolbars
- Viewing properties in WebManager
- Viewing the Whacker status bar
- Whacking large sites

## Accessing the Whacker database

You cannot access or manipulate the WebWhacker database of subscribed URLs with any other database management system; it is in a format that only WebWhacker can interpret. However, you can export the information in raw HTML format.

## Backing up the WebWhacker database

All databases rely on intricate linkages among the various pieces of information. For this reason, database are, by their very nature, more subject to corruption problems than are other file types. Be sure to include the WebWhacker database in your daily backup schedule.

## Connecting through Windows 95 dial-up networking

If you want to use scheduling to have WebWhacker perform unattended whacks and renewals, you must have your Windows 95 dial-up networking correctly configured. This connection must be set up so that it will automatically send your username and password to your Internet Service Provider. If you normally type your username and password into a dial-up window, the scheduled whack or renewal will not occur. When everything is correctly configured, WebWhacker will use this facility to dial up and connect to your Internet provider, download the scheduled whack and renewal URLs, and close the connection.

## Coordinating scheduling preferences and update frequency properties

The Update Frequency property and the Scheduling preferences work together in performing your whacks and renewals. Remember that the URL Update Frequency is an individual property which must be set separately for each URL. The Scheduling preferences are global (within the context of WebWhacker), and apply to all URLs. Scheduling preferences can override Update Frequency properties because WebWhacker only looks at Update Frequencies when the Scheduling Preference request it. For instance, if your Scheduling preferences are set for weekly on a specific day (say, Sunday) but a particular URL's Update Frequency property is set to daily, that URL will only be updated once a week (on Sunday).

## Coordinating sites and categories

When you add a URL within WebWhacker, the URL is added to WebManager as well. When you delete a URL from WebWhacker, it is not deleted from WebManager. However, if you add or delete a URL from within WebManager, the URL is deleted only from WebManager's categorization view; it is **not** deleted from your WebWhacker database of online sites.

## Crossed Web browser preferences

If you have more than one Web browser on your system, you can only view your WebWhacker database from the browser set in the browser preferences. For example, if you have set your browser preference to Microsoft's Internet Explorer,™ you cannot view your WebWhacker database with Netscape Navigator™.

## Dating exported site files

Exported files carry the date on which they were saved to disk. They do not reference the date on which the original Web page was created or the date on which it was last downloaded to your hard drive or local network.



## Identifying the AppBar's reserved area

The blank gray area on the right end of the AppBar is reserved for future development. Access to other products—such as WebSeeker, a multi-engine Internet search tool, and GrabNet, a browser companion for capturing and organizing URLs—will be added to the AppBar.

## Keeping local sites current

If the page that appears in your browser has been *whacked* by WebWhacker, it displays the version of the URL page that resides on your local hard drive or network. If the URL is one that changes frequently, or if you just want to make sure you are viewing the latest version, set the URL's Update Frequency to see if it is eligible for renewal and rewhack it or use the Renew function to update it.

## Managing categories

Categories are a function of WebManager, so when you add or delete categories from within WebManager, the categories are added or deleted across the board (in WebManager, in the Add and Grab dialogs, and in the first screen of the **URL Subscription Wizard**). However, if you delete a **URL** from within WebManager, the URL is deleted only from WebManager's categorization view; it is **not** deleted from your WebWhacker database.

## Persistence of errors in memory

Check error conditions as soon as possible. Error conditions are not retained in memory when you exit the program. So today's error list shows only today's errors; you cannot wait and check them out next week.

## Removing URLs everywhere

Removing URLs from the WebWhacker database does not remove them from the WebManager.

## Stopping a large whack

It may sometimes take WebWhacker a moment to respond to your request that it stop whacking. In particular, it will not pause during the extraction process (when it downloads a site and then unpacks the list of required files). You can tell if you are in the extraction process by watching the messages in the Whack status window.

## Undocking the Whack status bar

Dragging the Whack status bar out of its docked position in the WebWhacker window tends to de-stabilize the product, leading to unexpected crashes. Feel free to re-size the relative space of the panes within the WebWhacker window, but avoid undocking the Whack status bar altogether.

## Using multiple docking toolbars

If you have other programs or suites with dockable toolbars, you may dock multiple toolbars at any edge of the screen. However, only one of the toolbars docked at any given edge may be set for **AutoHide**. You have two ways to change the AppBar's location. Either click once in a blank area of the AppBar and drag it to a different screen edge, OR right-click in a blank area of the AppBar and then click to select whether you want the AppBar to dock at the Top, Bottom, Left, or Right edge.

## Viewing properties in WebManager

If the properties of the URL you want to inspect do not appear in the right pane, be sure you have clicked on the appropriate category in the left pane.

If any of the properties are truncated, double-click on the column's separator bar (the bar between the names of each column, located at the top of the window pane.)

## Viewing the Whacker status bar

To toggle display of the status information on and off, go to the View menu and select **Whacker Status Bar**.

## Whacking large sites

Avoid choosing **All levels** on large sites (or most commercial sites). These URLs can be enormous, consuming many megabytes of your hard drive and great amounts of connection time.

If you want to maintain some links but need to limit the size of the whack, choose 1 or 2 levels.

---

## Getting Help



## Customer Support

The first line of support should be this Help file. If you cannot find the information you need here, contact us at our Web site. All of the online help options are detailed on our Customer Support home page (<http://www.fiq.com/support.html>).

This site will give you access to all online information and our online RoundTable™ chat site. RoundTable is our interactive collaboration and on-line conferencing product. The online RoundTable support site is monitored by Customer Support Representatives from 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday.

You can also go directly to a feedback form to submit your question or problem. The WebWhacker feedback form is located at <http://www.fiq.com/wvfeedback.html>.

## Known problems & limitations

### Browser Links

If your system loads a different program when you are expecting it to load your Web browser, you may have your browser improperly designated in the WebWhacker Preferences.

### CGI-Generated Scripts and Images

WebWhacker 2.0 does not support CGI-generated scripts and images. To view or navigate Web pages with CGI-generated items, turn off the proxy function in your Web browser. We do, however, support client-side image maps.

### Database Compression

WebWhacker 2.0 does not currently compress its database when you delete sites; however, the program will reuse space recovered from the deleted information before using additional hard disk space. A future release will support database compression.

### Forms (Search Forms)

WebWhacker 2.0 does not support HTML forms (for example, search forms). To use a search form, turn off the proxy function in your Web browser.

### FTP

When whacking files, be sure that your FTP path ends with a file name. (FTP only supports the transfer of files; it does not download directories.)

For example

```
FTP://SOMEWHERE.OUT.THERE/FILES/
```

does not work. The correct format is:

```
FTP://SOMEWHERE.OUT.THERE/FILES/FILE1.TXT
```

At the present time, WebWhacker 2.0 does not work as an FTP proxy.

For more information, see the section on how to *Use FTP with WebWhacker*.

### Interrupted Whacks

If your modem drops your Internet connection, your operating system may not be aware of the lost connection. In that case, WebWhacker may also be unaware of the lost connection and may hang. Use the **End Task** function (CTRL-ALT-DEL) to stop WebWhacker.

### Unsupported protocols

WebWhacker 2.0 does not support file, gopher, mail, news, and nntp. When the program encounters references to these protocols in the HTML, the references are skipped.

### Very Large Whacks

If a site is very large, we recommend that you do not whack the entire site at once because of the load this places on your computer's CPU and hard drive. Instead you should whack a few levels at a time. Even then, be aware that a very large database of sites may take a significant time to load.

## Troubleshooting



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### What can I do to minimize the space used by the AppBar?

Like most docking toolbars, the AppBar has an AutoHide feature. When activated, AutoHide causes the AppBar to "disappear" until your cursor moves over the space occupied by the bar.

#### Using AutoHide on the AppBar:

1. Right-click on any blank gray area of the AppBar.
2. Select **AutoHide** from the shortcut menu which appears.

---

### What's the difference between whack and renew?

#### The simple answer is....

**Whacking** is performed on enabled URLs based on your specific request for a whack or according to the Scheduling preferences set in the Tools/Scheduling dialog. In the case of rewhacking a previously whacked URL, pages will be downloaded only if they have changed on their home server since the last time you downloaded them.

**Renewing** is performed under all the previous conditions (except that they do not need to be enabled), *but* also considers the individual URL's update frequency property set in the URL/Properties/Update frequency dialog. Before performing a renewal, WebWhacker looks at every URL in its database, checks its Update frequency property, and then, if the URL is eligible for update, compares its modified date to the current date. The program then renews only those which are both scheduled for renewal and have changed since the last download.

#### The more technical answer is....

When you request a **whack** or **rewhack**, WebWhacker looks at every URL that you have enabled for whack and queries their servers to determine whether the pages have changed. If a server indicates that a page has been changed, WebWhacker downloads the changed page (that is, rewhacks or updates the page). If a particular page has never been whacked before, it will, of course, be downloaded (whacked).

On the other hand, when you request a **renewal**, WebWhacker looks at every URL in its database and compares its modified date to the current date. If, based on its update frequency property setting, the site is scheduled for a renewal, WebWhacker queries the site server to determine whether the page has changed. If the server indicates that the page has been changed, WebWhacker downloads the changed page.

---

## Why can't I load my Headlines page?

Your headlines page reflects the list of URLs you have whacked to your hard drive or local network server. If you cannot load it from your Web browser, there are several possible causes:

- |                  |   |
|------------------|---|
| <b>Cause:</b>    | WebWhacker is not running.  |
| <b>Solution:</b> | Double-click on your desktop <b>WebWhacker</b> icon.<br><b>OR</b><br>Click on the <b>Start</b> button and choose <b>Programs/WebWhacker/WebWhacker 2.0</b> .  |
| <b>Cause:</b>    | Your Web browser is not running.  |
| <b>Solution:</b> | Turn on your browser.   |
| <b>Cause:</b>    | Your Internet connection is faulty.   |
| <b>Solution:</b> | Contact your network administrator or Internet service provider.  |
| <b>Cause:</b>    | Your browser may not be set to use WebWhacker as a proxy if you receive an error message that says: "Netscape is unable to locate the server. The server does not have a DNS entry. Check the server name in the Location (URL) and try again." |
| <b>Solution:</b> | Configure your browser to use a proxy.<br>For details, see <i>Using WebWhacker with Internet Explorer™</i> or <i>Using WebWhacker with Netscape Navigator™</i> .  |

---

## Why didn't my renewal follow my whack?

If you set your scheduled whacks and renewals to occur during the middle of the night, be sure you do not also leave your machine running on a large whack. Ongoing whacks take precedence over scheduled whacks and renewals. The scheduled whacks and renewals are not reset; the scheduling cycle is simply skipped for that time.

---

## Why do I get the message "URL not found"?

Many different error conditions can result in this message, but the most common ones all have to do with user error—in this case, the user being the author or webmaster of the original page. Almost anyone can publish a home page on the World Wide Web, and there are no error-checking requirements. Therefore, most of the time this message refers to an error in the underlying HTML of the whacked page. Contact the page author or webmaster if you need help tracking down lost URLs.

---

## Why do remote Web pages seem to load slowly?

### The simple answer is....

Your Web pages only appear to load more slowly. Because of the slightly different way Web browsers and WebWhacker handle page loading, you may notice a slight delay before your page begins loading. However, the total loading time does not change significantly.

### The technical answer is....

Most Web browsers handle multiple information requests at once and begin processing the information as soon as they receive it. This leads to interlaced GIFs and partial screen drawing, so that a page draws incrementally. WebWhacker handles one request at a time and acquires all the page information before passing it on to your browser. This leads to a single, quicker screen draw although you may experience a slight delay before the page

begins to draw.

Note that all of this applies only when your browser is set to use WebWhacker as a manual proxy. If you set your browser to use no proxies, the problem will not apply.

---

## Why does my browser say "Web Page not found in WebWhacker"?

This message appears when you attempt to access an unwhacked Web page while using WebWhacker as a browser proxy. To correct the problem, set WebWhacker to allow cache passthru.

To set WebWhacker to allow cache passthru

1. From the Tools menu in WebWhacker, select **Preferences**.
2. Select the **Proxy Server** page.
3. Put a checkmark in the box before **Allow Passthru on cache misses**.

---

## Why doesn't my database get smaller when I delete sites?

WebWhacker's delete functions work much like the delete functions in DOS and Windows 95. When you delete a site from WebWhacker, the site and its associated pages are marked for deletion but are not actually erased and the database is not compressed. However, as you add new sites, those sites are allowed to use the space marked for deletion and can overwrite the old information. (Similarly, PCs mark files for deletion in their File Allocation Table or FAT, but don't actually erase the old information until they need the space and new files overwrite the old ones.) Future releases of WebWhacker will implement database compression.

---

## Why don't my whacked pages ever change?

Why a page may not be updated:

- ◆ It hasn't changed since the last time it was downloaded by WebWhacker.
- ◆ The program preferences weren't set to include whacks.
- ◆ The URL wasn't marked to whack. Use the *Enable Whacking* procedure to mark the page for whacking.
- ◆ The subscribed URL had already been updated within its frequency period. For example, the URL is set to renew weekly and it was renewed sometime in the past week.
- ◆ The Renewal option in program preferences is unchecked. This prevents any URLs from being automatically updated using the **Renewal** function.

---

## Why is my Web browser unable to load new Web pages?

If your Web browser seems suddenly unable to access its network connection, you may have your proxy configuration set incorrectly:

- ◆ When you have configured your browser to use WebWhacker as a proxy, you must load WebWhacker before your browser can access URLs on the Internet or stored in your WebWhacker database. You must also have set WebWhacker to allow passthru on cache misses or you will not be able to view Web pages that you have not downloaded into your WebWhacker database.
- ◆ When you are not running WebWhacker, you must have configured your Web browser for no proxies.



For details on configuring your web browser to use WebWhacker as a proxy, see:

- [\*Using WebWhacker with Internet Explorer™\*](#)
- [\*Using WebWhacker with Netscape Navigator™\*](#)

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## Glossary



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## add (a URL)

One method of subscribing to a URL. To **add** a URL is to mark it for whacking by typing in its full Internet address. When you **add** a URL (as opposed to grabbing it), you must manually enter the full URL address into the URL Subscription Wizard's **URL to Add** edit box.

## address

In Internet terms, either an IP Address (the 32-bit address assigned to TCP/IP host computers) or an e-mail address (the name and location address to which all of your electronic mail is sent).

## Boolean logic

Named for 19th century English mathematician George Boole, Boolean logic uses AND, OR, and NOT as its primary operators, just as add, subtract, multiply, and divide are the primary operators in arithmetic.

A Boolean search requires that specific conditions must be met. For example, a search using the terms "tropical" and "fruits" with the AND operator would find all occurrences that contained both the word "tropical" and the word "fruits".

## browser (Web browser)

A program that allows the user to find and view data on the World Wide Web. It generally refers to a Web browser, which translates HTML-coded pages into graphical interfaces on the user's computer.

## category

Groups or sets of URLs gathered together. Using the WebManager applet, you can define and organize the categories into groups that meet your needs.

For example,

- ◆ You can organize the URLs by topic: business, education, etc.
- ◆ You can organize them according to your business needs: clients, prospects, vendors, etc.
- \* If several people use the same computer, you can organize sites by individual user names: Mary, Steve, Jim.

## database

WebWhacker stores all of its information about the sites you have saved—including their URLs, Titles, scheduling and level preferences, and, if they have been whacked, the HTML pages and associated images—in a database. This database is presented in the WebWhacker tree and list views in an easy-to-use graphical format.

### TIP: Accessing the database.

You cannot access or manipulate this database with any other database management system; it is in a format that only WebWhacker can interpret. However, you can export the information in raw HTML format.

### TIP: Backing up the database.

All databases rely on intricate linkages among the various pieces of information. For this reason, databases are, by their very nature, more subject to corruption problems than are other file types. Be sure to include the WebWhacker database in your daily backup schedule.

## dial-up

A commonly used method of accessing the Internet. A dial-up connection uses regular phone lines to connect one computer to another through a modem. Windows 95 includes facilities for implementing Dial-up Networking through a special icon in the Accessories folder.

## DNS

(Domain Name System). Database system used to map the meaningful names humans use to refer to machines on the Internet (such as, The ForeFront Group) onto the IP addresses that the computers use to access one another. DNS

allows the user to type in a simple, memorable company name which the computer converts into a unique series of numbers.

## domain

Technically, the alphanumeric part of the DNS naming system; it is usually identifiable as a series of words separated by periods (called "dots"). For example, FFG.COM is pronounced ffg-dot-com. In general terms, a domain is a "logical" region of the Internet and is commonly referred to as a "site."

## e-mail (electronic mail)

A method by which computer users can exchange messages over a network. e-mail is probably the most widely-used communications tool on the Internet. There are many conventions to e-mail, but most entail a "To:", "From:", and "Subject:" line. One of E-mail's advantages is its ability to be forwarded and replied to easily.

## e-mail address

A set of names which routes your e-mail to you. By convention, an e-mail address is made up of several parts, separated by periods with no spaces. The first part of the address, the username, identifies a unique user on a server. The "@" (pronounced "at" in the United States) separates the username from the host name. The host name uniquely identifies the server computer and is the last part of the Internet e-mail address. Large servers, such as those used at universities or large companies sometimes contain multiple parts, called subdomains. Subdomains and the host name are separated by a "." (pronounced "dot").

The three-letter suffix in the host name identifies the kind of organization operating the server (some locations use a two-letter geographical suffix). The most common suffixes are: .com (commercial) .edu (educational) .gov (government) .mil (military) .net (networking) .org (non-commercial). Addresses outside of the U.S. sometimes use a two-letter suffix that identifies the country in which the server is located. Some examples are: .jp (Japan) .nl (The Netherlands) .uk (United Kingdom) .ca (Canada) .tw (Taiwan).

## firewall

A network node used as a boundary, or security device, to prevent Internet traffic from crossing over from one side to another. A firewall may be implemented in a router protecting a company's or institution's server, or it may be a specialized device used for such purposes.

## FTP

(File Transfer Protocol) TCP/IP protocol for transferring (copying) from one machine on the Internet to another. Basically, it is the Internet version of the File Copy functions on most desktop platforms. Since FTP evolved on the UNIX platform, its commands for making and changing directories, transferring, copying, moving, and deleting files were originally rather arcane: text-based commands typed at a prompt. Fortunately, many graphical applications are now available that make FTP commands as easy as dragging and dropping.

## gopher

An information search and retrieval tool used widely for research. Gopher information is stored hierarchically on computers across the Internet; it uses a simple protocol that allows a client to access information from a multitude of numerous Gopher servers at one time, creating what's known as "gopher space." The most common search tools in gopher are Veronica and Jughead. Gopher clients exist for most platforms.

## grab

One method of subscribing to a URL. To grab a URL is to mark it for whacking while browsing the site. When you grab a URL (as opposed to adding it), the program picks up the URL for you and automatically enters it into the **URL to Add** text box.

## headline

Within the context of WebWhacker, a headline is the title of a whacked URL displayed on a list in a special localized Web page. You can click on any of the headlines to load that whacked URL into your browser.

Headlines generally reflect the title assigned to the page by its creator.

## home page

















The point of entry into a company's, individual's, or institution's set of HTML pages on the World Wide Web. This foundation page is often used as an index with links to other resources on the Web or to other Internet servers.

## HTML

(HyperText Markup Language) The standard way to mark text documents to be published on the World Wide Web. HTML code is distinguished by its use of "tags" surrounded by brackets; for example, <BODY> is the standard tag for beginning the body of any HTML document. HTML code is what you see when you select **View Document Source** in your browser.

## icons

The following table defines the meanings of icons that appear next to individual URLs in **WebWhacker**.

| Icon  | Enabled   | Local   | Remote  | # Levels |
|---|---|---|---|----------|
|  |   |   |  | ?        |
|  |  |   |  | 1        |
|  |  |   |  | >1       |
|  |   |  |   | ?        |
|  |  |  |   | 1        |
|  |  |  |   | >1       |



### Key:

**Enabled:** the URL is ready to be whacked.

**Local:** the URL has been whacked (saved to your hard drive or local network).

**Remote:** the URL has not yet been whacked.

**# Levels:** indicates whether only the top level of the URL site has been/will be saved locally (1) or whether additional levels have been/will be saved locally (>1).

If any icon turns red (for example,  or ) that indicates an error occurred while whacking that URL. The problem could be as simple as the user canceling a whack, or it may indicate that a URL or subordinate file could not be found. In general, if the red image is a globe, that indicates a problem with downloading the URL; if the red image is a smaller globe on a piece of paper, that indicates a problem with one of the subordinate files (usually an image that could not be found).

To get more information about the error, right-click on the site and select **View Errors**.

## IP

(Internet Protocol) The second half of the standard TCP/IP package that provide the most fundamental protocols on the Internet. IP defines the unit of information passed across the Internet.



## IP address



The 32-bit address assigned to Internet hosts using TCP/IP.

## ISDN

ISDN is an Integrated Services Digital Network access provided by telephone carriers which combines voice and digital (computer) services on a single medium. ISDN connections provide faster access than is available through basic modem connections.

## knife icons

One knife ( or ) indicates that you only want to whack one level of the subscribed URL.

Two knives ( or ) indicates that you want to whack multiple levels of the subscribed URL.

The addition of red coloring to any icon adds the meaning that an error occurred when that URL was whacked.

## mirror site

Many popular Web and FTP sites have become so popular that they have acquired "mirror sites" to alleviate congestion. Mirror sites are areas on another computer that "mirror" or contain an exact replica of the directory structure of the files on the overly popular site's computer. If you have trouble getting connected to an FTP site, for example, because of the high amount of traffic, you can usually connect to a mirror site that contains the same information on a different computer. Mirror sites are usually updated once a day.

## NNTP (Network News Transport Protocol)

Industry-standard protocol for the distribution, inquiry, retrieval, and posting of news articles.

## passthru

(Also known as "cache passthru") Function used by WebWhacker to allow your browser to acquire pages from the Web that are not included in its database.

If you want to "surf" the Web off-line using only the pages you have whacked, deselect the passthru option. Then, whenever you select a URL or link that is not in the WebWhacker database, it gives you a message indicating that it does not have access to that page.

## PPP (point-to-point protocol)

A protocol that provides a method for transmitting packets over serial point-to-point links. PPP is one of the most popular methods for dial-up connections to the Internet, since it allows you to use other standard protocols (such as IPX, TCP/IP, and Netbeui) over a standard telephone connection, but it can also be used for LAN connections.

## properties

Information about any subscribed URL, whether or not it has been whacked yet. The URL Properties sheets will give you a URL's Attributes (Title, URL, Status, Creation Time, and Modified Time), Security issues (username and password), Update Frequency, any Errors, and Whack Levels with remain on site setting. For more information about specific properties, see the appropriate section of this Help file.

## protocol

Simply put, the "language" spoken between computers to exchange information. More technically, a protocol is the formal description of formats and rules followed by machines to exchange information. Different protocols are used to exchange different sorts of messages, such as news for newsgroups and ftp for file transfers.



## proxy

Special kind of application which serves as an interface between a Web browser and the actual connection to the Internet. WebWhacker is a proxy (or proxy server) which serves up information from Web sites to your Web browser.

## proxy server

Application which passes information to a browser which passes the information on to the Internet.

## red icons

A red icon (such as  or ) next to a URL indicates an error occurred while whacking that URL. The problem could be as simple as the user canceling a whack, or it may indicate that a URL or subordinate file could not be found. In general, if the red image is a globe, that indicates a problem with downloading the URL; if the red image is a smaller globe on a piece of paper, that indicates a problem with one of the subordinate files (usually an image that could not be found).

To get more information about the error, right-click on the site and select **View Errors**. You can also display the errors associated with a particular URL by using the URL properties function.

## Remain on site

When WebWhacker begins *whacking* a URL site, it whacks all links to the *level* you specify. If the page has links to another site, you might not want to whack those pages. Select **Remain on Site** in the Whack Levels dialog to keep WebWhacker from transversing and whacking links to other sites. You can only use the **Remain on Site** option if you are specifying a number of levels to whack; if you are whacking all the links from a page, **Remain on Site** is selected automatically and the option is grayed out, making it unavailable.

## SLIP (Serial Line Internet Protocol)

Standard protocol (similar to PPP), which is used to run TCP/IP over serial lines, such as telephone circuits or RS-232 cables. Unlike PPP, however, SLIP does not work on a LAN connections. SLIP is probably the most popular way for dial-up users to access the Internet. In general, Web access requires a SLIP or PPP connection.

## Subscribe to a URL

The process of selecting, customizing scheduling, and downloading a specific Web site is called **Subscribing to a URL**. You can subscribe to a URL in two ways:

- If you know the full URL name, you can add the URL.
- If you are browsing the Web, you can grab the URL.

## T1/T3

Two terms coined by AT&T to describe the types of high-speed connections of hosts to the Internet. A T1 connection transmits a DS-1 formatted digital signal at 1.544 megabits per second. A T3 connection transmits a DS-3 formatted digital signal at 44.748 megabits per second.

## TCP

(Transmission Control Protocol) First half of the standard TCP/IP package that provide the most fundamental protocols on the Internet. TCP provides the transport level standards that allow a process on one machine to send data to a process on another machine..

## TCP/IP

TCP/IP is the standard package that provide the most fundamental protocols on the Internet.

## URL

(Uniform Resource Locator) Standard address format used to identify and locate sites on the Internet. World Wide Web site URLs begin with the prefix HTTP:// (which stands for HyperText Transfer Protocol), generally followed by WWW (for World Wide Web). After the standard prefixes, URLs use identifiers for different domains and subsections of domains, each separated by a period (.). The various levels of a site are separated by a forward slash (/); individual home pages are often preceded by a tilde (~).

## URL subscription

When you add or grab a URL, you create a subscription to that URL. It is called a subscription because, like a newspaper or magazine subscription, you can be scheduled to automatically receive a copy of the updated materials (in this case, the new Web page or pages).

## Web page

Page of a document on the World Wide Web.

### whack

Download a site from its location on the World Wide Web and copy it to your hard drive or local network. Depending upon how you have set up the whack (in the URL Subscription Wizard), your local copy can include all graphics, audio and video clips, Java™ applets, and links to other pages and/or sites.

### whack levels

The whack levels you specify in the URL properties determines the number of link levels WebWhacker acquires when it whacks the site.

- ◆ If you only want to whack the page, set the whack level to **1**.
- ◆ If you want the page and all the links from that page, but no additional links, set the whack level to **2**. You can use the spin box controls to select up to 100 levels to whack; you can type in the edit box to select up to 999 levels, but we do not suggest whacking this many levels at once.
- ◆ If you want the page and all the links from all the pages linked to that page, select **All Levels**. We do not recommend choosing **All** on large sites (or most commercial sites); if you want the current page to maintain some links but need to limit the size of the whack choose **1** or **2** levels.
- ◆ If you don't want to whack pages that are on a site different from the original site, select **Remain on site**. If you choose to whack **All** levels, **Remain on Site** is selected automatically and the option is grayed out, making it unavailable.

## WWW (World Wide Web)

A collection of online documents housed on Internet servers around the world. The concept of the Web was created by researchers at CERN in Switzerland. Web documents are written or "coded" in HTML. To access these documents, you have to use a Web browser, such as Netscape or Mosaic. When these browsers access (or hit) a page, the server uses the HyperText Transfer Protocol (HTTP) to send the document to your computer.

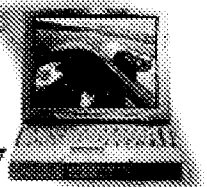


# INFO WORLD

The Voice of Client/Server in the Enterprise

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# Web to take on a 3-D look

## VRML comes of age

## Microsoft backs VRML

By Judy DeMecker

THE VIRTUAL REALITY Modeling Language (VRML) technology for displaying 3-D graphics over the World Wide Web will enter the business mainstream this week as industry heavyweights IBM, Digital Equipment Corp., and Silicon Graphics Inc. announce products, partnerships, and licensing deals.

Until now, VRML has been used primarily in 3-D games and on Web sites, but these vendors are hoping to use it to create applications for scientific, design, engineering, financial, and data warehousing markets.

» VRML page 24

By Jim Balkovec

MICROSOFT CORP. will announce this week support for standards-based 3-D worlds in the next version of Internet Explorer (IE) through a licensing agreement with Dimension 5 Inc.,

» Catch a preview look at Explorer 4.0 on page 26.

San Francisco-based Dimension 5 has a Java-based Virtual Reality Modeling Language (VRML) 2.0 development environment, called Liquid Reality, which includes a VRML viewer. Microsoft will license the viewer for Internet Explorer 4.0, set to ship

» EXPLORER page 24

Web management

## Navigator tool to ease deployment

By Judith Davis

NETSCAPE COMMUNICATIONS CORP. aims to make it easier for administrators to deploy customized versions of its Navigator Web browser on corporate intranets.

This month the company will release the next version of Navigator, as well as its administrators' kit, priced at \$1,995.

The kit will enable administrators to configure preferences within browsers before they are deployed to users' desktops. This is expected to dramatically reduce the support costs associated with a visit to each user's desk.

"It has been a heavily requested feature," said Edith Gang, product manager at Netscape. "This should save a lot of time, and we expect it to cut down on support costs and phone calls to the help desk."

Users greeted the news with

» NETSCAPE page 25

## Apple pulls up boot straps

### » Company maps out object strategy

By Tom Quinlan

SIX WEEKS AGO Apple Computer Inc. started its long road back to respectability, a journey that will start with the introduction of OpenDoc for the masses and conclude with the introduction of the System 8.0 op-

erating system in the second quarter of 1997.

Along the way, Apple will revitalize its PowerBook line, attempt to enter the multiprocessor scientific and engineering marketplace, en-

» APPLE page 24

### PRODUCT REVIEW

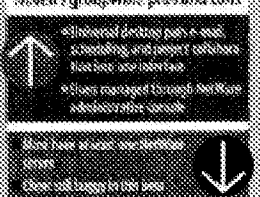
## GroupWise neatly centralized

By Andrew Kivler

IT'S ONE OF A FEW CASES where the upgrade to Version 5 isn't even a matter of choice. With centralized management through Novell Directory Services (NDS) and the NetWare administration console, as well as the new Universal Tables, which combines e-mail, scheduling tasks, projects, and group collaboration in one interface, Novell GroupWise 5, from Novell Inc., is a must.

Nonetheless, the beta version that I tested has some problems:

Novell's groupware pros and cons



The client is still very buggy and requires at least one NetWare server as GroupWise isn't for every-

» PRODUCT REVIEW page 83

NOT AT&T'S Tom Evelin is getting ready to position the telco giant as a super ISP

## AT&T wants the Web

After some missteps entering the data services business, AT&T appears to have pieced all the pieces needed for a major foray in the Internet marketplace. AT&T WorldNet Service President Tom Evelin outlined the telco communications giant's strategy to InfoWorld

» AT&T page 41

» Interview with telecommunications news expert RICHARD MARSH

NEWSPAPER \$3.95

EST

XTRA INTRANET & NETWORKING REVIEWS INSIDE

• Web utilities

# Offline Web browsing: It's like surfing in Ohio

By David Stream

**W**HEN THE VCR was invented, pundits predicted wholesale time shifting of TV programs. That hasn't happened, and many VCRs still blink "12:00," their timed-recording features unknown by the majority of their owners. A similar thing is happening on the World Wide Web, with a whole new category of products: offline browsing utilities.

The notion is, why surf in real time when you can set the scheduling features of these products, then come in the next morning to find your favorite pages already downloaded to your hard disk?

On an intranet, offline browsing utilities hold the promise of client-side replication. Simply copy your intranet to a laptop before you hit the road, and you can surf your intranet when you are traveling on a plane or doing off-site demonstrations.

Well, like the blinking VCR, offline browsing utilities are destined for underuse — largely for the same reasons. First of all, the user interfaces of these add-on products complicate Web browsing and make it too difficult to be enjoyable.

Second, most people like the feeling of coming across a new page without any forethought or planning; offline browsing won't help

here. Finally, these products have limited support for OS platforms and browser versions. You'll need to examine the mix of software in your organization before you can standardize on one of these tools.

## Site insight required

One difficulty is the need to understand how a Webmaster has set up his or her site, how the files are organized, and how the links relate to other files and graphical elements. Few Web sites have a table of contents (or road map), so it's hard

to understand what portion of the site you want to download to your local disk.

Another problem is that these tools use HTML interfaces, which can be frustratingly terse. Finally, most users don't really want to deal with the issues these products bring up — timing the various downloads, making them work on both LAN and dial-up Internet connections, and other issues.

Even as intranet tools, offline browsing utilities are probably more work than they're worth. It may be simpler just to copy your intranet's

These products' cumbersome interfaces will likely disappoint you, whether you're trying to get web files while Web surfing or downloading content from your intranet. Only one, OM Express, stands out due to its powerful scheduling tools.

### OM Express 1.0

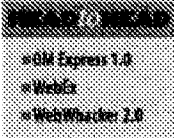
**Pros:** Very flexible scheduling routines.  
**Cons:** Cumberse and complex setup.  
**Open Market Inc., Cambridge, Mass.** (800) 673-8855, (617) 621-9500 fax: (617) 621-3703  
<http://www.openmarket.com/express>  
**Price:** \$30.00  
**Platform:** Windows 95, Windows NT, Windows 3.1x  
**Supported browsers:** Netscape Navigator 1.2, Microsoft Internet Explorer 2.0 or later

### WebEx

**Pros:** Clean, neat, browser-based interface.  
**Cons:** Cumberse (missing particular features, weak scheduling routines).  
**Traveling Software Inc., Detroit, Mich.** (248) 463-4368  
**Fax:** (248) 467-1243 <http://www.travelsoft.com>  
**Price:** \$50.00  
**Platform:** Windows 95  
**Supported browsers:** Netscape Navigator 1.2 or later, Microsoft Internet Explorer 2.0 or later

### WebWhacker 2.0

**Pros:** One of the few utilities designed explicitly for intranet client-side replication.  
**Cons:** Cumberse interface on Internet and intranets.  
**Fastfront Group Inc., Houston, Tex.** (281) 367-2700, (281) 367-2700 fax: (281) 367-2700 <http://www.fastfront.com>  
**Price:** \$40.00  
**Platform:** Windows 95  
**Supported browsers:** Microsoft Internet Explorer 2.0, Microsoft version 3.0 or later



files onto your hard disk or a floppy with File Manager or Explorer.

## Testing the products

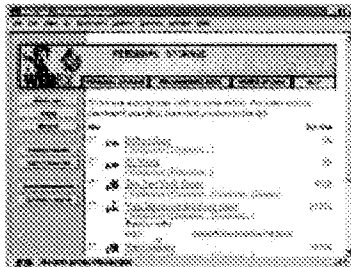
I tested three offline browsers: OM Express 1.0, from Open Market

on Windows NT 3.51 as well. All work with Microsoft Internet Explorer and Netscape Navigator browsers, but I tested them using only Navigator.

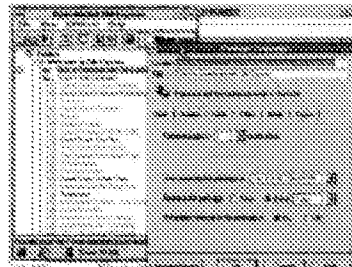
Both WebEx and OM Express

on my network. OM Express was capable of retrieving pages from sites that caused problems for WebWhacker and WebEx.

When it comes to keeping track of information you have down-



OM EXPRESS uses an Explorer-like interface to set up and schedule site downloads.



WebEx uses your browser to specify which sites you want to download and when.

loaded to your disk, the products provide varying levels of feedback. WebEx has a small window that displays only essential information, such as the number of files that are still being downloaded to your disk. WebWhacker doesn't do much better. OM Express has more detailed status displays, providing the duration of the download from

the sites you specified and the date and time of the last download.

## Scheduled downloads

All three products have ways to schedule which pages you want when. WebEx's scheduler limits you to a few specific options: every weekday at 2 a.m., 3 a.m., 4 a.m., or 5 p.m.; daily at 8 a.m. or midnight; or every hour on the hour. OM Express has much more scheduling flexibility, although setting this all up can be complicated. WebWhacker schedules downloads at specific times daily or weekly.

Do all these products work? Yes. Once you figure out when you need, you can take the Web with you (or at least a portion of it).

Of the three, the user interface I had the least trouble with was OM Express, although I still didn't take to it completely. In the end, I found myself turning away from all three offline browsers more often than I used any of them — even though I've already learned how to use my VCR to time-shift my favorite shows.

David Stream's Internet address is [david@stream.com](mailto:david@stream.com).

## QUICK BYTE

### Publish and search free-form information

#### askSam Web Publisher

askSam Systems' new askSam Web Publisher is help for anyone struggling with the often monumental task of making manuals, reports, documents, or literature available on the World Wide Web in a searchable format. The free-form database program, readily imports text and documents, and the Web Publisher, which works in conjunction with any standard Windows 95 or Windows NT Web server, posts them to the Web. Web Publisher makes powerful search

tools available through its Web browsers, with minimal administrative fuss.

Web Publisher converts askSam files to HTML on the fly and accepts user-inserted code for more complex features, such as tables, JavaScripts, and image maps. Beware, though: This seemingly effortless process does demand some care. As with all HTML documents, only non-forms are available, and wise be to the hapless word processor who leaves any portion of a document unconcerned. It'll be gobbled up by askSam.

One drawback: askSam's Web Publisher doesn't yet allow online

users to generate reports, making it unsuitable for those who need to analyze and grasp data.

The slim but useful manuals and free technical support are god-sends for non-Webheads laboring to create and post databases or other voluminous texts.

For those who lack their own Web servers, askSam will publish your askSam database for you for a monthly fee.

askSam Systems, Perry, Fla.; (800) 800-1925, (904) 384-6590; fax: (904) 344-7481; [info@asksam.com](mailto:info@asksam.com); <http://www.asksam.com>; \$1,495.

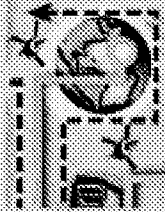
— Karen Jensen

# INFO WORLD

The Voice of Client/Server in the Enterprise

## HIT-AND-MISS MODELING

Network administrators need to know where everything in a network is and why. **Current modeling tools can help you discover, dissect, and display your network's topology, but they do so with varying degrees of accuracy and detail. We looked at tools that simulate conditions such as traffic, bandwidth, and error rate to help you determine which configuration will work best for your team. Each solution we tested had something good to offer, but none covered all the bases. See page 88.**



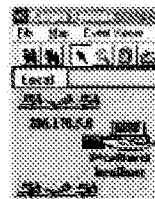
## Oracle's full house

Tool to simplify data warehousing

**Paul Krill**  
**WORKING TO BOOSTER** its position in the data-warehouse arena, Oracle is preparing a tool that promises to simplify designing, building, and maintaining data warehouses running on top of its core database technology, sources here to the company said.  
 The Oracle Applications Data Warehouse (OADW) is expected to be available in a controlled release May. With this tool, customized data warehouses can be built to integrate with Oracle applications such as consumer packaged goods or retail goods. OADW runs on a Oracle® database and includes client- and server-side components.

Pricing has not been set.  
 In generating warehouses, OADW identifies data sources, transformations, and warehouse elements. OADW shares a meta-data model with the Oracle Express online analytical processing (OLAP) server so that Express can be snapped into an OADW-driven warehouse. However, Express is not a required component for warehouses built with OADW.  
 OADW supports the meta-data framework of the Express relational access manager, which manages communications and query generation from Express into a relational data store.

—ORACLE page 28



*Systematic surveillance: Kaspia beta can automatically monitor your network so it won't keel over. 113*

*Falcon spreads its wings: Microsoft lets apps communicate with ease across distributed enterprises. 114*

Graphical administration tools  
 ActiveX, C, Messaging API interfaces  
 Microsoft Transaction Server integration

—Find us on the Web at <http://www.infoworld.com>

## Cisco builds router muscle

Next-generation device to pump up Internet performance

**By Stephen Lawson**  
**AT THIS WEEK'S** Cisco this week will show NetWorld+Interop attendees its solution for handling the explosion of traffic being routed across the Internet when it demonstrates a family of large next-generation routers.  
 The Gigabit Switch Router (GSR) series, scheduled to begin shipping

this fall, will include new routing algorithms and interface modules dedicated to providing the horsepower needed to handle high-speed forwarding.  
 Collectively, the modules will be capable of forwarding as many as 25 million packets per second, the company said.  
 Concerns about the scalability of

Cisco's current high-end routers, in the 7300 series, have led large enterprises and network providers to deploy high-powered switches and seek ways to bypass routers, such as by employing various forms of Layer 3 switching.  
 The GSRs are designed to provide performance relief using

—GSR page 28

## NetWare administration Novell joins CA to integrate management

**By Matthew Woodcock**  
**AT THIS WEEK'S** NetWorld+Interop show in Las Vegas, Novell and Computer Associates will announce a strategic relationship that will integrate Novell's ManageWise network-management technology with CA's Unicenter TNG, according to sources.  
 Novell is also expected to announce enhancements to its Border Services "extranet" technology and its flagship IntranetWare operating system.

Integration of ManageWise and Unicenter should allow network managers to consolidate their ManageWise-based management tasks performed using the Unicenter console.  
 The improvements to Border Services will provide enhanced security and content filtering. The company will announce a Web-to-host technology that allows data and applications on IBM mainframes to be accessed using a log-

—MANAGEWISE page 28

**ENTERPRISE COMPUTING**

Using a new generation of switches, ISPs hope to finally boost bandwidth

## Internet pipe dreams

**By Paul Krill**  
**FOR MANY YEARS,** the challenge of keeping pace with the skyrocketing Internet has been a constant. Network service providers (NSPs) have been slow to embrace emerging networking technologies, such as asynchronous transfer mode (ATM) and IP switching. These technologies are becoming the test beds for new high-speed devices capable of moving hundreds of

—ENTERPRISE COMPUTING page 71

► Offline Web-browsing tool

# You can take it with you with ForeFront's WebWhacker

By Serg Koren

THERE'S PLENTY to like in ForeFront's WebWhacker 3.0. WebWhacker is one of several programs that lets you browse Web sites offline. These programs download a specified Web page and all of its links directly to your hard drive.

This capability is particularly useful in certain situations: for example, when making a Web presentation when you don't have access to the Internet; when you want to have your company's online catalog available; or when you want to get downloads during off-peak hours for browsing at a later time. (For reviews of two similar products, WebEx 2.0 and NetAttaché Enterprise Solution, see Intranet World, March 17, pages 55F and 55G.)

WebWhacker allows you to manage URLs and sites in a browser window where you can specify topics, storage media, and so on. This is extremely useful for maintaining many sources of information. For instance, an example provided in the manual discusses a strategy for maintaining a database of weather information: categories of URLs could include Statistics, Ecosystem, Prediction, and so on.

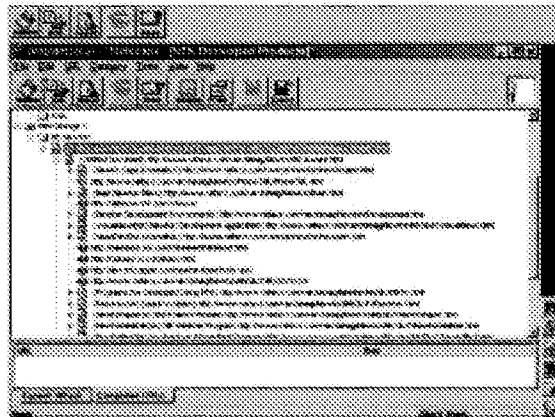
WebWhacker installs as two applications: a toolbar that is available when you launch your Web browser,

and a control application that can be used to view and manage downloaded (or "whacked") sites.

To whack a site, you launch your browser and go to the starting URL of the site. You then start a Web-

Whacker should use to update the offline database.

Once you have grabbed a site, you hit a button on the toolbar to whack it. WebWhacker will then download the site to your hard drive. If the



WEBWHACKER'S browser makes organizing downloaded sites easy.

Whacker wizard that "grabs" the URL. Grabbing a URL tells WebWhacker to track the specified site. The wizard steps you through the selection of the category that the information will be saved under, the number of levels to whack (how many layers of links to go through in a given URL), and the setup of a whacking interval or frequency that

Cache Passthru feature has been enabled while the download is in progress. WebWhacker lets you browse other pages that haven't been downloaded. Once the site is downloaded, you can view it with your Web browser just as you would online. In fact, as long as the site has been whacked, you won't even notice you're offline.

You can also limit the pages and links that are to be downloaded; the Filters option lets you specify file extensions, MIME types, and file sizes. It also lets you specify whether the process should follow links outside the current directory. However, this is one aspect of WebWhacker that needs a bit of work. Although there is an option for downloading only the links within the current directory and its subdirectories, I found that WebWhacker didn't follow the directory completely downward all of the time when it was configured to Grab All Levels.

I would have liked a feature that lets me truncate a site hierarchy after download or split a site hierarchy across categories. For instance, if after downloading a site I discovered part of it dealt with hardware and part of it with software, I would have liked to be able to split the site across those two categories within the browser.

Transferring downloaded sites, say from a desktop to a laptop or from a desktop to a removable disk, entails setting up a folder on your drive and then setting up a "storage unit" within WebWhacker.

Although manually creating a folder is simple, WebWhacker should allow you to do this from within the program. Once you have set up a storage unit and then

whacked a site into it, you can merely copy the folder, with its contents, to the new media. You can then switch computers and perform Load Storage from the copy of WebWhacker onto the new system. This is a fairly painless way to take sites and synchronize them on various computers if you take advantage of Windows' built-in synchronization tool, the Briefcase.

WebWhacker is a neat little program that increases your productivity offline. The program does have some minor limitations, but overall, it's worth a look.

Serg Koren ([sergkoren@att.net](mailto:sergkoren@att.net)) is an advisory analyst at Tandem Computers, in Philadelphia. He has worked with and programmed computers since 1979.

**WebWhacker 3.0**

WebWhacker is great for office reading but still needs to offer more control. Pros: Easy to use; can use reasonable medium URL-management tool; excellent examples of typical uses in manual. Cons: Not enough control over which pages get "whacked"; no way to shrink the size of the toolbar and buttons; must manually create storage units in browser.

The ForeFront Group Inc., Seattle  
 (774) 961-1191; <http://www.forefront.com>  
 Price: \$62; upgrade: \$25  
 Platforms: Windows 95, Windows NT

## INSIDE THE FIREWALL - DAVE TAYLOR

### Robots rampage through Internet! Well, not really

RECENTLY WE CHANGED the configuration of the traffic-analysis program we use at Intuitive Systems so that it reports error hits as well as pages successfully delivered. The results have proven most interesting.

The most fascinating piece of information is that our site receives weekly requests for the file "robots.txt." Your site probably receives similar requests. And yet odds are good that, like us, you don't have this file on your site.

#### Robot router

The secret of the robots.txt file is that it's used by automatic Web-searching systems (otherwise known as "robots") to ascertain whether you want to have your site indexed. You probably already make use of these ro-

bots when you look for things on the World Wide Web, even though you may not be aware of it.

Many search sites, including AltaVista, WebCrawler, HotBot, and Lycos, use robot programs to "crawl" the Web and index the Web pages they find. When you enter a search at these sites, you're searching through the indexes created by their robots.

What's most startling about this, however, is the frequency with which our site is being searched for the robots.txt file. On Wednesdays alone, our server logs more than a dozen requests for the robots.txt file. Throughout the course of a week, we'll see 25 hits, which suggests that there are 25 different crawler programs visiting our site every week.

But that seems unlikely to me for one simple reason. If you've visited one of these search sites lately, you know that they are woefully out of date. Although they are built around a great idea — letting the robots find new Web sites rather than waiting for the sites to be registered in a directory such as Yahoo — the reality is that the search sites have fallen behind the rapid changes on the Web.

The Web is an incredibly dynamic environment, with sites being created, changed, renamed, and shut down daily. Do a search on any of these sites and odds are good you'll find that 20 percent or more of the

links are dead, broken, or point to something other than what you expected.

That makes me skeptical that the major search sites are really hitting my site once per week. So what is producing all these queries for robots.txt? For now, it's a mystery, but I'd be interested in hearing if you are finding the same pattern on your own Web site.

#### Robots within limits

Robot-based indexing systems are a better choice for intranets, because an intranet is by definition a constrained space with hundreds or thousands of Web pages, instead of millions. There are a number of different search-engine systems that you can get for your intranet, most notably a custom version of AltaVista itself. (See <http://altavista.software.digital.com> for more details.)

When examining search engines, be sure to take a look at how the results of searches are

displayed. My wife was recently searching through the online archive of a local newspaper and was baffled by the search results.

"What are the percentages listed next to each match?" she quite reasonably wanted to know. The answer, of course, was that it's the "relevancy ranking" for the listed document. Results are scored from 0 percent to 100 percent, based on their relevance to your query — as far as the search engine can determine.

Many Web-search systems display a ranking for the matches they show, but how is this ranking generated and what does it mean? If you explore the search results, the ranking often seems to have a minimal significance if any. The No. 2 or No. 3 match is often what you seek, and No. 1 is often unrelated to your original search.

This can be confusing and frustrating when on the Internet, but it's of particular importance for an intranet index and search system. Searches for terms such as "maternity leave" or "health benefits" must return accurate matches in order to aid the employee and for the intranet to have real value.

Dave Taylor is president of Intuitive Systems and can be reached at [taylor@intuitive.com](mailto:taylor@intuitive.com).

# FOREFRONT™

**Download Now!**



## WebWhacker Wins Internet World's "Best Of Test" Award!

"...a product that comes pretty close to being the ideal offline browsing utility...WebWhacker is by far your best choice..."

- Internet World April 1997



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## Browse The Web Without The Wait!

Gather the valuable and timely information you need from the World Wide Web with WebWhacker, the ultimate offline browser. This powerful tool allows you to save Web pages - including text, graphics and HTML links - directly to your hard drive, so you can view them offline at highly accelerated speeds.

- ☞ **Download entire Web sites, including text and images**
- ☞ **View sites at lightning-fast speeds**
- ☞ **Schedule unattended content delivery**
- ☞ **Monitor sites for updated information**

### Take The Web On The Road!

Download Web sites to your laptop and surf the Web anywhere. Sites "whacked" to your hard drive are a mirror image of the same information on the Internet.

*By browsing offline, you can view Web sites at highly accelerated speeds, browse the Internet anytime and anywhere, lower the time and money you spend online and make Web presentations with out being connected to the Internet.*

### What's New for WebWhacker 3.0 Win 95/NT

- ☑ Faster start-up, proxy and retrieval
- ☑ Save Web sites to removable storage
- ☑ Compress sites for easy transfer
- ☑ Filter by file size, type and extension
- ☑ Automatic updates via the Internet
- ☑ Enhanced information storage  
*(with Poet's Universal Object Server)*





"The quintessential utility for people who need to copy and exchange entire Web sites with other people."



WebWhacker is more than an offline reader for the Web. By organizing scheduled downloads, and keeping them updated, you can save time, money, and slow, frustrating Internet connections."

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**FOREFRONT**<sup>TM</sup>

### Download the WebWhacker Manual!

Thanks for your interest in WebWhacker, the ultimate offline browsing and content delivery software. The files for the manuals below are in either Microsoft Word format or Adobe Acrobat PDF format. The manuals in PDF format for Windows have been compressed into self extracting executable files.

#### **Select the appropriate WebWhacker manual.**

[WebWhacker 3.0 for Windows95/NT Reference \(PDF 421K\)](#)

[WebWhacker 3.0 Complete Productivity Guide \(Word 76K\)](#)

[WebWhacker 3.0 10 Minute Productivity Guide \(Word 29K\)](#)

[WebWhacker 3.0 Classroom Productivity Guide \(Word 36K\)](#)

[WebWhacker 3.0 Corporate Productivity Guide \(Word 39K\)](#)

[WebWhacker 2.0 for Windows95/NT \(PDF 1085K\)](#)

[WebWhacker 2.0 for Windows95/NT \(Word 215K\)](#)

[WebWhacker 1.0 for Windows 3.1 \(Word 155K\)](#)

[WebWhacker 2.0 for Macintosh \(PDF 2268K\)](#)

[WebWhacker 1.0 for Macintosh \(Word 56K\)](#)

# FOREFRONT™

## STOREFRONT

### Content Management Products



**FIND IT!**

WebSeeker

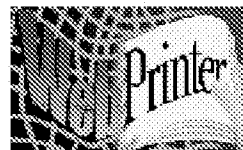
Search more than 100 of the most popular search engines at once! WebSeeker retrieves search results, sorts them, removes duplicates and allows you to visit, manipulate, monitor, and more.



**GET IT!**

WebWhacker

The ultimate off-line browser! Download single pages, groups of pages, or entire sites from the World Wide Web and surf from your local desktop without an Internet connection.



**PRINT IT!**

WebPrinter

Dramatically expand the printing capabilities of your Internet browser. The printing solution for the online world, WebPrinter effortlessly turns Web pages into attractive paper-saving booklets.



ClickBook

Transform your single-sided documents into professional booklets and brochures. A

powerful yet easy-to-use printing utility, ClickBook lets you create customized brochures, greeting cards, address books, and more.



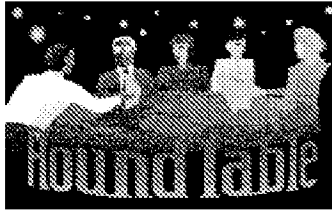
GrabNet

Grab snips of information from the World Wide Web - including images, text, and URLs - to help

you reuse, navigate and organize sites within a customized collection of folders on your desktop.

### Intranet Collaboration



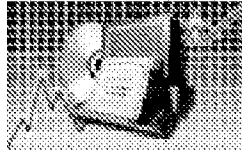


RoundTable

Experience the most compelling environment on the Web for both social chat and business collaboration. RoundTable combines text-based chat with the capability to dynamically share images, documents, URLs, video, audio, and more, in a freeform workspace or "canvas."

---

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Sales: 800.475.5831 / Corporate: 713.961.1101

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Send mail to [webmaster@ffg.com](mailto:webmaster@ffg.com) with questions or comments about this Web site.  
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IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION

DDR HOLDINGS, LLC,

Plaintiff and Counterdefendant,

v.

HOTELS.COM, L.P.; EXPEDIA, INC.;  
TRAVELOCITY.COM L.P.; SITE59.COM  
LLC; INTERNETWORK PUBLISHING  
CORPORATION D/B/A  
LODGING.COM; NEAT GROUP  
CORPORATION; ORBITZ WORLDWIDE,  
LLC; INTERNATIONAL CRUISE &  
EXCURSION GALLERY, INC.;  
OURVACATIONSTORE.COM, INC.;  
NATIONAL LEISURE GROUP, INC.;  
WORLD TRAVEL HOLDINGS, INC.;  
DIGITAL RIVER, INC.,

Defendants and  
Counterclaimants.

Civil Action No. 2:06-CV-42 (JRG)

Expert Report of Peter Kent  
Regarding the Invalidity of the '135, '572 and '399 Patents

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**I. Introduction**

1. I, Peter Kent, have been retained by Defendants Hotels.com, L.P, Expedia, Inc., Travelocity.com LP, Site59.com LLC, Internetwork Publishing Corporation d/b/a Lodging.com, Neat Group Corporation, Orbitz Worldwide, LLC, International Cruise & Excursion Gallery, Inc., OurVacationStore.com, Inc., and Digital River, Inc. (collectively, "Defendants") to investigate certain issues related to the validity of the Asserted Claims of U.S. Patent 6,629,135 ("the '135 Patent"), U.S. Patent 6,993,572 ("the '572 Patent"), and U.S. Patent Nos. 7,818,399 ("the '399 Patent") (collectively "the Patents-In-Suit" or "the Asserted Patents")—attached as Exhibits 1-3 hereto. I expect to testify in this matter about subjects set forth in this report.

2. I understand that Plaintiff DDR HOLDINGS, LLC asserts that the following claims are allegedly infringed by one or more websites operated by the Defendants in this case.

| Asserted Claims |             |             |
|-----------------|-------------|-------------|
| '135 Patent     | '572 Patent | '399 Patent |
| 8               | 13          | 1           |
|                 | 17          | 3           |
|                 | 20          | 7           |
|                 | 21          | 19          |
|                 | 23          |             |

3. I will refer to these claims as the "Asserted Claims." It is my opinion that, for the reasons set forth below, the Asserted Claims are invalid.

**II. Qualifications and Professional Experience**

4. I received a BA degree, with Honors, in Geography/Geology from the University of Sheffield, United Kingdom, in 1978.

5. I have been working with computer technology since 1979, and have been involved in a wide range of capacities within the technology business, beginning with operating computer equipment used for oil-field drilling engineering and drilling optimization purposes;

then, beginning in 1981, working with software development teams, initially with the title of *Systems Analyst*, testing hardware and software systems, documenting said systems, designing user interfaces, training users, as well as installing, maintaining, and repairing systems. Since the mid-1980s I have been involved in various additional functions in the technology business, including writing computer books, writing video-training scripts, creating websites, designing software, project managing software-development, and more.

6. I am currently a Principal at Peter Kent Consulting, LLC, which provides Internet channel-management and Internet-marketing and Internet-strategy consulting services to a varied client base. Current services include assisting clients in developing online-marketing strategies, increasing traffic through search-engine marketing and optimization, designing and implementing pay-per click search-advertising campaigns, designing websites, developing Web-applications, revenue transaction conversion, and affiliate-program development. I am also VP of Business & Corporate Development for Buybak, LLC, a company involved in "re-commerce"—the purchase, both online and offline, of used products which are then returned to the online retail market.

7. My professional experience includes founding Top Floor Publishing in 1997—selling Internet-related business books online through Amazon.com as well as Top Floor Publishing's own e-commerce store, which I personally set up myself—and starting BizBlast, an e-commerce-service provider. BizBlast was funded by Softbank, one of the world's largest venture-capital firms. BizBlast was the kind of e-commerce service provider envisioned by the Asserted Patents in this case; BizBlast provided small businesses with customized online stores operating on BizBlast's servers. I was also VP of Web Solutions for IC&C, a national ISP (Internet Service Provider); my department provided both Web hosting and Web-development services, such as e-commerce sites that ran on our servers. I also worked as VP of Marketing for Indigio, a Web-applications development firm with clients such as Budget Rent a Car and Dex. I began working online (using mechanisms such as CompuServe and bulletin-board systems) in

1984, and on the World Wide Web in 1993 (at a time when the Web only held a few hundred websites); I first began registering domains and building websites in 1994. Additional details regarding my professional experience are set forth in my curriculum vitae, attached as Exhibit 4 to this report.

8. My publications include seven editions of the *Complete Idiot's Guide to the Internet*, five editions of *Search Engine Optimization for Dummies*, and dozens of other books about working online and doing business online, including *How to Make Money Online with eBay, Yahoo!, and Google*, and *Poor Richard's Web Site: Geek-Free, Commonsense Advice on Building a Low-Cost Web Site*. I have also written hundreds of newspaper and periodical articles, mostly in the area of technology and e-commerce. Additional details regarding my publications are set forth in my curriculum vitae, attached as Exhibit 4 to this report.

**III. Brief Summary of Opinions**

9. Based on my analysis, I have concluded that the asserted claims of the patents-in-suit describe systems and methods which were already in widespread commercial use at the time of the relevant priority dates for the patents. Giving the asserted claims the broad interpretations apparently alleged by DDR, I determined that at least 4 prior art systems [SexToy.com, Travelocity Co-Branding, Digital River SSS, and Travelnow.com] were known, used, sold or offered for sale in this country before the effective priority dates. In addition, I concluded that at least 2 prior art patents/publications [Saliba '278 published application and Tobin '666] anticipate the claimed inventions under DDR's broad claim interpretations.

10. All the Asserted Claims are invalid as either anticipated by and/or obvious over the prior art discussed herein, under one or more of the following statutes: 35 U.S.C. 102(a), 35 U.S.C. 102(b), 35 U.S.C. 102(e), 35 U.S.C. 102(f), 35 U.S.C. 102(g) and/or 35 U.S.C. 103(a). In particular:

- Claim 8 of the '135 Patent is anticipated by Saliba '278, SexToy, Digital River SSS, Travelocity Co-Branding, and TravelNow.

- Claim 8 of the '135 Patent is obvious over the combinations of: (Saliba '278 and Digital River SSS); (SexToy and WebWhacker); (SexToy and Saliba '278); (SexToy and Arnold '504); (Tobin '666 and WebWhacker); (Tobin '666 and Saliba '278); (Tobin '666 and Arnold '504); (TravelNow and WebWhacker); (TravelNow and Saliba '278).
- Claim 13 of the '572 Patent is anticipated by Saliba '278, SexToy, Digital River SSS, Travelocity Co-Branding, Tobin '666, and TravelNow.
- Claim 13 of the '572 Patent is obvious over the combinations of: (Saliba '278 and Digital River SSS).
- Claim 17 of the '572 Patent is anticipated by Saliba '278, SexToy, Digital River SSS, Travelocity Co-Branding, Tobin '666, and TravelNow.
- Claim 17 of the '572 Patent is obvious over the combinations of: (Saliba '278 and Tobin '666);
- Claim 20 of the '572 Patent is anticipated by Saliba '278, SexToy, Digital River SSS, Travelocity Co-Branding, Tobin '666, and TravelNow.
- Claim 20 of the '572 Patent is obvious over the combinations of: (Saliba '278 and SexToy); (Saliba '278 and Tobin '666); (Digital River SSS & Tobin); (TravelNow and SexToy).
- Claim 21 of the '572 Patent is anticipated by Saliba '278, SexToy, Digital River SSS, Travelocity Co-Branding, Tobin '666, and TravelNow.
- Claim 21 of the '572 Patent is obvious over the combinations of: (Saliba '278 and "Making Money in Cyberspace"); (Saliba '278 and SexToy); (Saliba '278 and Tobin '666); (TravelNow and "Making Money in Cyberspace"); (TravelNow and SexToy); (TravelNow and Tobin '666).
- Claim 23 of the '572 Patent is anticipated by Saliba '278, SexToy, Digital River SSS, Travelocity Co-Branding, Tobin '666, and TravelNow.
- Claim 23 of the '572 Patent is obvious over the combinations of: (Saliba '278 and Viaweb); (Saliba '278 and Arnold '504); (SexToy and Viaweb); (SexToy and Arnold '504).
- Claim 1 of the '399 is anticipated by Saliba '278, SexToy, Digital River SSS, Travelocity Co-Branding, Tobin '666, and TravelNow.
- Claim 1 of the '399 Patent is obvious over the combinations of: (Saliba '278 and SexToy).
- Claim 3 of the '399 Patent is anticipated by Saliba '278, SexToy, Digital River SSS, Travelocity Co-Branding, Tobin '666, and TravelNow.

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- Claim 3 of the '399 Patent is obvious over the combinations of: (Saliba '278 and SexToy); (Saliba '278 and Tobin '666); (TravelNow and SexToy).
- Claim 7 of the '399 Patent is anticipated by Saliba '278, Digital River SSS, Travelocity Co-Branding, Tobin '666, and TravelNow.
- Claim 7 of the '399 Patent is obvious over the combinations of: (Saliba '278 and Arnold '504); (SexToy and Arnold '504).
- Claim 19 of the '399 Patent is anticipated by Saliba '278, SexToy, Digital River SSS, Travelocity Co-Branding, Tobin '666, and TravelNow.
- Claim 19 of the '399 Patent is obvious over the combinations of: (Saliba '278 and SexToy).

11. As discussed in detail herein, several of the Asserted Claims are invalid for failure to comply with the written description and enablement requirements of 35 U.S.C. § 112.

12. Claim 8 of the '135 Patent is invalid for lack of enablement and lack of written description. The specification fails to describe and enable the "capturing" limitation of element 8(a), as construed by the court.

13. Claims 13 and 17 of the '572 Patent are invalid for lack of enablement and lack of written description. The specification fails to describe and enable the full scope of this claim, which as construed would be broad enough to encompass "non-HTML" links.

14. Claims 1 and 19 of the '399 Patent are invalid for lack of enablement and lack of written description. The specification fails to describe and enable the full scope of this claim, which as construed would be broad enough to encompass "non-HTML" links.

15. As discussed in detail herein, Claims 1 and 19 of the '399 Patent are invalid under the judicially created doctrine of obviousness-type double patenting. Claim 1 of the '399 Patent is merely a slight variant of claims 25/24/17 from the prior '572 Patent. Similarly, Claim 19 of the '399 Patent is merely a slight variant of Claim 8 from the prior '572 Patent.

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#### IV. Compensation

16. I am being compensated for my work at the rate of \$350 per hour, plus expenses. My compensation is in no way tied to the outcome of this matter.

#### V. Information Relied Upon

17. In forming the opinions expressed herein, I have considered the following facts, data, documents and information: (a) the documents and information listed in Exhibit 5 to this report; (b) the prior art references and systems discussed herein; (c) the Patents-In-Suit; (d) portions of the deposition testimony of certain individuals, including: inventors William May, Richard Anderson, Delano Ross, Danny Ross, and Joseph Michaels; SexToy.com founder David Levine, and Expedia corporate witness Christopher Lynch; (e) my interviews with certain persons knowledgeable regarding the design and operation of prior art systems, including Christopher Lynch, Jim Pichler, Barry Vandevier, and Ed Tittel; (f) my personal observation and inspection of the prior art Digital River SSS system; and (g) certain additional references listed in Defendants' Amended Invalidity Contentions. My opinions are also based upon my education, training, research, knowledge and personal and professional experience.

#### VI. Background of the Technology

18. While the overview touches on a number of technology issues, it is of necessity a brief overview. I am prepared to explain these technological principles as they relate to the Asserted Patents in more detail should I be asked to do so.

19. In the section that follows, I discuss some of the general principles that are pertinent to the invalidity of the Asserted Patents and of the related art.

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#### A. Historical Evolution of Web-Based Commerce Systems

20. The modern, public Internet dates to 1993, the year that the U.S. book and magazine publishers began promoting it heavily. A sudden dramatic increase in press coverage caused a surge in public interest and led, in 1994, to large numbers of Americans beginning to use what had, until then, been mainly an insider's secret employed by academia and computer companies.

21. These new users were followed by businesses seeing an opportunity to serve them, and thus 1994 saw the launch of many new e-commerce companies, such as CDnow.com, and the planning and creation of others (such as Amazon.com); it was the beginning of an online gold rush.

22. However, the origins of e-commerce actually go back much further than this, to at least the 1970s. Michael Aldrich is generally credited with designing the first computerized commerce system—what he called "teleshopping" at the time (from *shopping at a distance*)—when, in 1979, he connected a teletext-enabled television, via telephone, to an order-processing computer, building a prototype of a supermarket-order system. Two years later Aldrich launched a business-to-business e-commerce system for a large British travel company, Thomson.

23. E-commerce continued to grow, on systems other than the Internet, throughout the 1980s. By the early 1980s France Télécom's Minitel network was selling products online, for instance, and commerce became common via online systems such as CompuServe, Prodigy, and AOL, and through various telephone-connected "bulletin-board" systems. By the time e-commerce began on the Internet, in 1994, the basic concept was well established. The difference, over the next few years, would be that e-commerce would reach much larger numbers of potential buyers, and become much a much simpler process for those buyers.

24. Amazon.com was founded in 1994, and took its first order in 1995, by which time the e-commerce revolution was well under way. Significantly, 1994/1995 saw the beginning of a significant e-commerce-service market, in which companies began providing products and

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services to merchants in order to assist them in doing business online, such as "shopping cart" software, transaction-processing software, and e-commerce Web hosting. For instance, Viaweb was founded in 1995, providing e-commerce software and hosting, enabling small merchants to set up e-commerce sites with little or no technical knowledge. The founder of Viaweb had been inspired by another company, marketplaceMCI (owned by the telecommunications company, MCI) which had started operations the year before serving mostly large companies. Both firms were e-commerce outsource companies; that is, a merchant would let these companies operate the e-commerce software required to run an online store on the merchant's behalf, and all the merchant had to worry about was sending traffic to the store. Many merchants would maintain their own websites elsewhere, but let the outsource provider manage the more complicated e-commerce component for them.

#### B. E-Commerce and Affiliate Marketing Systems

25. Very soon after e-commerce took off on the Internet, entrepreneurs and merchants realized that applying a very old offline concept to online commerce would be helpful: that is, paying sales commissions to third parties that could generate sales for a merchant. The concept of sales commissions is one that goes back a long way of course, and thus it was an obvious idea to transfer the concept online. Most commonly known as affiliate marketing (though the world's largest system, owned by Amazon.com, actually uses the term *associate* rather than *affiliate*), the concept is simple. If website owner A sends a visitor from his website to the e-commerce site owned by website owner B, and if that visitor makes a purchase from the website owned by owner B, then owner B pays owner A a commission. Thus, merchants could "hire" armies of online sales people, and pay for results.

26. Affiliate marketing on the Internet dates to at least 1994, when CDnow launched its first program. However, some observers argue that online affiliate marketing really dates to 1989, when PC Flowers & Gifts launched a store on the Prodigy online network, and paid Prodigy a commission on all sales. In January of 1996, the founder of PC Flowers & Gifts filed

for an affiliate-related patent, 6,141,666, and in July of that year Amazon.com launched its affiliate program, which would eventually recruit over a million affiliates.

27. As an example of *offline* affiliate systems, consider, for example, Amway, a company that recruits individuals to sell its products for it, and whom it does not pay unless they make sales; Amway was founded in 1959 and has been operating an offline affiliate system ever since. Another such company, Nutrilite, dates back to 1945. These companies combine commissioned sales with a "multi-level" system, but commissioned sales actually goes back much further, before the advent of multi-level marketing. For example, the Fuller Brush company began hiring unsalaried, commission-only sales people in 1909.<sup>1</sup> Thus the concept of recruiting large numbers of commissioned individuals to help sell a company's products is one that predates online affiliate programs by at least eighty years, and can likely be traced back much further.

#### C. Site Cobranding and Design Matching

28. One concept that appeared very quickly after online activities began was that of copying site designs from one web server to another, for the purposes of cobranding and design matching. For example, a site owner could have his site spread over two or more web servers (computers tasked with serving web pages to browsers); the main website could be on a server in, say, California, while the e-commerce portion of the site could be on a server in, perhaps, the United Kingdom. The site visitor would not know where each portion of the site was, and could be further insulated from the fact that he was receiving pages from two different servers by making the pages match, so that the pages from the main website server looked the same as the pages from the e-commerce server. This is such a basic idea, and the execution of the idea so simple, that it must have been obvious to the very first person who split a website between two or more servers that both portions of the site could look the same: if you can use a particular design on Site A, obviously you can use the same design on Site B. In fact it would have been

<sup>1</sup> <http://www.myfullerbrush.com/history.htm>

strange if the idea had *not* occurred to that person, as it is such a staggeringly simple thing to do; simply use the same HTML code and design elements on both websites.

29. Thus, very early on, as soon as companies began splitting functions between Web servers, they began using the same design on both sites, and indeed as soon as e-commerce service providers began providing hosted e-commerce services to companies that already had websites, it was obvious that a degree of customization was necessary so that all elements of the site would look the same to the site visitor. In addition, the concept of design matching was obvious to companies involved in affiliate marketing very early on; Company A could sell its products through an online store that appeared to be on Company B's website, and pay Company B a sales commission. Company A could easily operate hundreds, if not thousands, of customized stores for hundreds or thousands of different websites, and each store could match the associated website.

30. The inventors of the patents-in-suit were not the first to come up with the idea of design matching or providing a consistent online interface or, as the patents-in-suit describe it, maintaining "look and feel." In fact, the inventors of the patents-in-suit appear to have derived the idea, at least in part, from a company called e-Merchant Group, Inc. For example, I have reviewed a business plan dated March 1998,<sup>2</sup> titled MicroShops Business Plan, referencing inventors Delano Ross, Jr. and Joseph Michaels on the first page. I understand that MicroShops was a predecessor system to the Nexchange system disclosed in the patents-in-suit. The MicroShops Business Plan identifies e-Merchant Group as a competitor and describes e-Merchant Group's system as follows, as:

e-Merchant Group's technology creates a mall-like template that allows various merchants and manufacturers to sell their products within a consistent online interface. Websites that wish to create a private label store can select from e-Merchant Group's list of merchant clients and build a customized, co-branded store by e-Merchant Group. e-Merchant Group can handle all order and payment processing, including credit card transactions, and can even take responsibility for warehousing and order fulfillment through e-Merchant Group partners.

<sup>2</sup> DDR0001932-1986

In many ways, e-Merchant Group offers a very similar service to that offered by MicroShops<sup>TM</sup>. The company's private label stores concept bears great similarity to MicroShops<sup>TM</sup> and the value propositions they present to merchants and manufacturers closely resemble those offered by MicroShops<sup>TM</sup>. However, e-Merchant Group has built an extremely limited number of private label stores and has chosen to focus only on merchants with two industries: toys and outdoor gear.<sup>3</sup>

31. I have reviewed another document referencing Century Technology Group, which states that "[e-Merchant Group's] approach bears some similarity to the ideas presented here"<sup>4</sup> including the "customization of the look and feel of the Host MicroShops<sup>TM</sup> customer interface..." As these documents show, the idea of a co-branded affiliate website or the idea that the website also might have a consistent "look and feel" was not created first by the named inventors in this case.

#### D. Automatic Capture of "Look and Feel"

32. While the nature of HTML—Hypertext Markup Language, the basic "code" with which websites are built—makes it easy for site designers to make one site look like another, the automatic capture of a site's look and feel is extremely difficult. Element (a) of Claim 8 of the '135 Patent recites: a) capturing a look and feel description associated with a host website. As defined in the Claim Construction order, the term "capturing" is construed to mean "automatically, by a party other than the host, retrieving elements from the host website." "Look and feel description" is construed to mean "data defining the look and feel." "Look and feel" is construed to mean "a set of elements related to visual appearance and user interface conveying an overall appearance identifying a website; such elements include logos, colors, page layout, navigation systems, frames, "mouse-over" effects, or others [sic] elements consistent through some or all of the website." This means that a computer software program would need to download the HTML code and design elements related to visual appearance and user interface conveying an overall appearance identifying a website from the host website, then reconfigure

<sup>3</sup> DDR0001974-1975  
<sup>4</sup> DDR0009769

the code so that it can be saved and used later in such a manner that the e-commerce components that will be provided by the outsource server can be inserted into the pages in the correct locations, and so that unnecessary components on the original page would not appear on the pages being served by the outsource server.

33. I am not aware of a system that can do this entire process automatically (*i.e.*, without a human performing any of the steps), and indeed the '135 Patent does not explain how the inventors intended to carry out this process, or even how this could be accomplished. In order to carry out this process, the software program would have to, for instance, determine what set of elements are related to visual appearance and user interface conveying an overall appearance identifying a website, then decide which components on the original page could be removed, where to place the e-commerce components on the page, how to remove and insert components into the page without damaging the code in some way, what the various CSS (cascading stylesheet) elements did and how they should be applied to the inserted code, and so on. Furthermore, as the '135 Patent discloses a system in which an e-commerce server provides services to multiple hosts in an "outsource" model, it must be expected that the software would need to be able to extract "look and feel" from hundreds, if not thousands, of different websites, created by hundreds, if not thousands, of different web developers, and thus would have to understand hundreds, if not thousands, of different web-page structures.

34. A skilled Web developer/designer can do this manually. The *idea* of doing this automatically is, of course, obvious; a major thrust of software development is to convert manual processes to automatic processes for the sake of efficiency, replacing expensive "man hours" with cheap computer-processing cycles.

35. Consider for a moment Web browsers. Web browsers are very complicated pieces of software with hundreds of thousands of lines of code, multi-year development schedules, and large development teams (Firefox lists around 1,800 people who have made "significant" contributions.) Web browsers still sometimes have problems displaying some Web pages; and

yet the process of automatic capture is far more difficult than that accomplished by a browser. Browsers merely have to *display* web pages, while the "automatic capture" software would have to disassemble and then reassemble web pages as described above, a much more complex task.

36. I understand that Plaintiff DDR continues to assert that Defendants' accused instrumentalities infringe the claim. It is therefore apparent that DDR is construing the "capturing" limitation of Claim 8 in a manner that is inconsistent with the way a person of ordinary skill would understand the claim. I have analyzed the prior art in this report assuming that DDR's construction of "capturing" prevails. A further detailed discussion regarding the "capturing" limitation is included herein with my analysis of element 8(a) of the '135 Patent.

#### E. The Internet Archive

37. I have used a number of screenshots from The Internet Archive as illustrations in this report. The Internet Archive ([www.archive.org](http://www.archive.org)) is a non-profit organization building an Internet "library" of resources for researchers, historians, scholars, and anyone else who wants to access a historical archive or electronic media, including texts, audio, video, and web pages. One of the Internet Archive's services is the WayBackMachine, a repository of copies of web pages dating back to the fall of 1996 that they describe as a service "archiving the Internet for future generations: collect it, manage it, search it, archive it." The WayBackMachine copies and stores multiple pages from individual sites, with the frequency of "spidering" or "crawling" the site dependent on the popularity of the site, the size of the site, and the site's accessibility. Using the WayBackMachine it's often possible to view copies of pages on websites as they appeared years ago, though the coverage is "spotty," with large gaps in the record.

38. The WayBackMachine "spiders" or "crawls" the web to collect these web pages. A "spider" (often known as a "Web crawler" or "Web bot") is a program that downloads pages from the World Wide Web and examines them for some purpose. For example, search engines such as Google and Bing use spiders to build their search indexes. Other purposes include

harvesting e-mail addresses for use by spammers, checking web sites for broken links so they can be repaired, and "scraping" web pages to gather information.

39. While it is common to talk of spiders anthropomorphically, as if somehow the spider program literally "visits" the websites it is crawling, in fact of course the spider doesn't actually "go" anywhere. Rather, a spider is a program running on a computer connected to the Web that sends messages to web servers requesting web pages, just as a web browser does. Web servers send web pages back to the spider program in response to these requests, in just the same way that they send web pages to web browsers. The spider programs then read the pages, looking for links to other pages, then send requests to the web servers holding the pages referenced by those links. Thus we describe these spider programs as "crawling" or "spidering" the web as if they travel through cyberspace, though of course the programs don't move anywhere, they simply request and read pages.

40. The technology and concept behind spiders is inherent to the World Wide Web. In order for the World Wide Web to function, programs—primarily web browsers—have to be able to access web pages, and so the idea of a program requesting a web page dates to the very first design of the World Wide Web, in 1990. Spiders merely automate the process of requesting pages, and then carry out some function with those pages.

41. The *World Wide Web Wanderer* was an example of an early spider or web crawler. This program, first deployed in 1993, was used to measure the size of the World Wide Web and track its growth.

#### VII. The Asserted Patents

42. The '135, '572 and '399 Patents each claim priority to the same application, U.S. Provisional Patent Application No. 60/100,697, which was filed on September 17, 1998. As discussed herein, in my opinion not all of the asserted claims are entitled to claim priority to the provisional application. These three patents share an essentially identical specification. The

specification found in the issued patents however differs in significant aspects from the disclosure presented in the original provisional application.

43. The '135, '572 and '399 Patents have similar claims, which are generally directed to an outsourced e-commerce service that provides host websites with e-commerce pages. A host website can include links from the "host" website to a "commerce object" (a product or product category, for instance, provided by a merchant) on the e-commerce service provider's server; when a visitor to the host site clicks on a link, a page is sent to the visitor's Web browser by the outsource e-commerce service's web server, and that page will be customized to have the same general look and feel of the host site, or of at least the page of the host site containing the link.

#### VIII. Level of Ordinary Skill in the Art

44. In determining the characteristics of a hypothetical person of ordinary skill in the art of the '135, '572 and '399 Patents, I considered several things, including the various approaches to outsourced e-commerce services employed in the prior art, the types of problems encountered, and the rapidity with which inventions were made. I also considered the sophistication of the technology involved, and the educational background and experience of those actively working in the field. Finally, I placed myself back in the mid- to late 1990s and considered those I worked with in the industry at the time.

45. In my opinion, one of ordinary skill in the art of the '135, '572 and '399 Patents would be an individual with an understanding of HTML and other similar and related coding languages used to develop websites, of the basic functions of the World Wide Web, of Web-site development and Web-application development, and of online commerce, and at least three years practical experience working with computers in a networked environment. One of ordinary skill in the art may have a computer science degree or equivalent, though many people working in the field did not, and the mere possession of such a degree without additional experience would not

be sufficient to make someone a person of ordinary skill in the art. At the time that the Asserted Patents were filed, I was already at least one of ordinary skill in the art under this definition.

**IX. Claim Construction Used in This Report**

46. I have reviewed the Court's Claim Construction Order issued on November 21, 2011, construing certain claim terms of the Asserted Patents. See Exhibit 6, Claim Construction Order, DI 309. I have also reviewed the Court's Order on Motion for Reconsideration issued on February 21, 2012. See Exhibit 7, Order on Motion for Reconsideration, DI 318. Thus, in evaluating the validity of the '135, '572 and '399 Patents and the teachings of the prior art, I have applied the Court's construction for the construed terms, including those terms with stipulated or agreed constructions, as indicated in the following table:

| Claim Term                    | Court's Construction or Stipulated Construction  |
|-------------------------------|--|
| Link/active link              | A hypertext, text, banner, logo, graphic, or other element that permits a user to navigate from one web location to another web location by activating that element.   |
| Look and feel description     | Data defining the look and feel.   |
| Capturing                     | Automatically, by a party other than the host, retrieving elements from the host website.  |
| Third parties                 | Separate legal entities under separate control.  |
| Look and feel                 | A set of elements related to visual appearance and user interface conveying an overall appearance identifying a website; such elements include logos, colors, page layout, navigation systems, frames, "mouse-over" effects, or others [sic] elements consistent through some or all of the website. |
| Visually perceptible elements | Look and feel elements that can be seen.   |
| Web page                      | A document that is accessible through the World Wide Web and capable of being displayed by a web browser.  |
| First web page                | Host web page.   |
| Website                       | One or more related web pages at a location on the World Wide Web.   |

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| Claim Term   | Court's Construction or Stipulated Construction   |
|--|---|
| First website                                      | Host website.   |
| Commerce object                                    | A third-party merchant's: catalog, category, product (goods or services), or dynamic selection.   |
| Merchant   | Producer, distributor, or reseller of goods or services to be sold.   |
| Host/Owner   | An operator of a website that engages in Internet commerce by incorporating one or more links to an e-commerce outsource provider into its web content.                               |
| Outsource provider / e-commerce outsource provider | A party, independent from the host associated with the commerce object or merchant of the commerce object, that provides e-commerce support services between merchant(s) and host(s). |

47. In analyzing the prior art, I have used the Court's constructions as shown above, interpreting the Court's language as it would be understood by a person of ordinary skill in the art at the time of the effective filing date in light of the patent specification. However, for several terms of the asserted claims, including some terms with stipulated constructions, I have interpreted the relevant claims as I understand DDR is interpreting, or is expected to interpret, them in making its assertions of infringement. For these terms, my analysis would be different if DDR's interpretation of the claims for asserting infringement was different, and I reserve the right to supplement my report if DDR's arguments for infringement implicate additional art or implicate the cited art in other ways. One limitation or claim element merits particular attention in this regard: the construction of "look and feel" as recited in the "capturing" limitation of Claim 8 of the '135 Patent.

48. As I discuss in detail below in regards to the "capturing" limitation, DDR appears to be asserting a construction of "look and feel" that is not in accord with the understanding of a person of ordinary skill in the art, at least because it does not require that the look and feel actually convey an overall appearance identifying a website - as required by the stipulated construction. However, in analyzing the prior art with respect to this limitation, I have assumed that DDR's apparent construction prevails.

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49. For claim terms that have not been construed by the Court, I have interpreted these terms as they would generally be understood by a person of ordinary skill in the art at the time of the effective filing date in light of the patent specification.

**X. Relevant Legal Principles**

**A. Invalidity Based on Prior Art**

**1. Anticipation Under 35 U.S.C. § 102**

50. It is my understanding that a claim directed to subject matter that is not new or novel based on a single prior art reference is said to be "anticipated by the prior art" under 35 U.S.C § 102.

51. It is my understanding that in order for a claim to be invalid as anticipated by the prior art, every element of that claim must be found in a single prior art reference or system arranged as in the claim. It is my further understanding that for anticipation each element of a claim must be found explicitly or inherently in that single item of prior art. In other words, it is my understanding that in determining whether a single item of prior art anticipates a patent claim, one should take into consideration not only what is expressly disclosed in that item, but also what inherently occurred as a natural result of the practice of the system or method disclosed in that item.

52. It is my further understanding that to establish such "inherency," the evidence must make clear that the missing descriptive matter is necessarily present in the item of prior art and that it would be so recognized by persons of ordinary skill in the art; but that inherent anticipation does not require that a person of ordinary skill in the art at the time would have recognized the inherent disclosure.

53. I have been informed and understand that there are at least four ways an invention may be anticipated:

1. The first way requires a prior art reference that was either known or used by someone other than the patent applicant in the U.S., or available in any printed media in the U.S. or a foreign country, before the priority date of the relevant patent claim.<sup>5</sup>
2. The second way requires a prior art reference that was either patented or available in a printed media in the U.S. or a foreign country, or was in public use or on sale in the U.S., more than one year prior to the U.S. patent application filing date.<sup>6</sup>
3. The third way requires a prior art reference that was an application for a patent in the U.S., which has since been published, where that application was filed before the priority date of the relevant patent claim; or a prior art reference that is a patent granted on an application which was filed in the U.S. before the priority date of the relevant patent claim.<sup>7</sup>
4. The fourth way an invention may be anticipated is by showing that someone prior to and other than the patent applicant came up with the same invention in the U.S. and had not abandoned, suppressed, or concealed it.<sup>8</sup>

**2. Obviousness Under 35 U.S.C. § 103**

54. I understand that a patent cannot be properly granted for subject matter that would have been obvious to a person of ordinary skill in the art at the time of the alleged invention, and that a patent claim directed to such obvious subject matter is invalid under 35 U.S.C. § 103. It is also my current understanding that in assessing the obviousness of claimed subject matter one should evaluate obviousness over the prior art from the perspective of one of ordinary skill in the art at the time the invention was made (and not from the perspective of either a layman or a genius in that art). It is my further understanding that the question of obviousness is to be

<sup>5</sup> 35 U.S.C. § 102(a).  
<sup>6</sup> 35 U.S.C. § 102(b).  
<sup>7</sup> 35 U.S.C. § 102(e).  
<sup>8</sup> 35 U.S.C. § 102(g).

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determined based on:

- a) The scope and content of the prior art;
- b) The difference or differences between the subject matter of the claim and the prior art (whereby in assessing the possibility of obviousness one should consider the manner in which a patentee and/or a Court has construed the scope of a claim);
- c) The level of ordinary skill in the art at the time of the alleged invention of the subject matter of the claim; and,
- d) Any relevant objective factors (the "secondary indicia") indicating non-obviousness, including evidence of any of the following:
  - Commercial success of the products or methods covered by the patent claims;
  - A long-felt need for the alleged invention;
  - Failed attempts by others to make the alleged invention;
  - Copying of the alleged invention by others in the field;
  - Unexpected results achieved by the alleged invention;
  - Praise of the alleged invention by the alleged infringer or others in the field;
  - The taking of licenses under the patent by others and the nature of those licenses;
  - Expressions of surprise by experts and those skilled in the art at the subject matter of the claim; and
  - Whether the patentee proceeded contrary to accepted wisdom of the prior art.
- e) Any relevant objective factors (the "secondary indicia") indicating obviousness:
  - Independent invention of the claimed invention by others before or at about the same time as the named inventor thought of it; and

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- Other evidence tending to show obviousness
- f) I understand that, for objective evidence of secondary considerations to be accorded substantial weight, its proponent must establish a nexus between the evidence and the merits of the claimed invention. I also understand that, where the offered secondary consideration actually results from something other than what is both claimed and novel in the claim, there is no nexus to the merits of the claimed invention.

55. It is my understanding that to determine whether it would have been obvious to combine known elements in a manner claimed in a patent, one may consider such things as the interrelated teachings of multiple patents, the effects of demands known to the design community or present in the marketplace, and the background knowledge of one with ordinary skill in the art.

56. It is further my understanding that determining obviousness is expansive and flexible. That is, granting patent protection to advances that would occur in the ordinary course without real innovation retards progress and may, in the case of patents combining previously known elements, deprive prior inventions of their value or utility. I also understand that there is no requirement for an obviousness analysis to find precise teachings that are directed to specific subject matter of a claim; rather, the common sense, inferences, and creative steps that a person of ordinary skill in the art would employ should be taken into account. An obviousness analysis therefore does not require rigid rules that ignore common sense.

57. It is also my understanding that a need or problem known in the field at the time of an invention can provide an obvious reason to combine elements in the manner claimed. A patent's subject matter would have been obvious if at the time of the invention, there was a known problem for which the patent claims encompassed an obvious solution. Further, if a patent claims a structure known in the prior art that only substitutes one element for another that

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is known in the field, I understand that the combination would have been obvious unless the result is unexpected and fruitful. Therefore, a predictable variation of prior art is obvious.

58. It is also my understanding that if a technique was used to improve a device or method, and if a person of ordinary skill in the art would recognize that the technique would improve similar devices or methods in the same way, using the technique is obvious unless applying it is beyond the person's skill.

59. It is my further understanding that an alleged improvement claimed in a particular patent must do more than use prior art elements according to their established functions. That is, when a patent simply arranges old elements with each performing the same function it had been known to perform and yields no more than one would expect from such an arrangement, the combination is obvious.

60. It is my additional understanding that items may have obvious uses beyond their primary purposes. Common sense teaches that familiar items may have obvious uses beyond their primary purposes, and in many cases a person of ordinary skill will be able to fit the teachings of multiple patents together like pieces of a puzzle. I understand that neither a particular motivation nor an avowed purpose of a patentee controls how a piece of prior art may be used.

61. I also understand that if a combination was obvious to try, it may be obvious. I understand that obviousness is therefore not confined to a formalistic conception of teaching, suggestion, and motivation or by overemphasizing published publications and the explicit content of issued patents.

62. It is also my understanding that in developing opinions as to whether or not certain claimed subject matter would have been obvious, each claim of a given patent should be considered in its entirety and separately from any other claims. In so doing, it is my further understanding that while I should consider any differences between the claimed invention and

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the prior art, I should also assess the obviousness or non-obviousness of the entirety of a claim covering an alleged invention, not merely some portion of it.

63. Also, when there is a design need or market pressure to solve a problem and there are a finite number of identified, predictable solutions, a person of ordinary skill would have good reason to pursue the known options within his or her technical grasp. If that pursuit likely leads to the anticipated success, it is likely the alleged invention is a product not of innovation, but of ordinary skill and common sense. In that instance, the fact that a combination was obvious to try might show that it was obvious.

64. It is my further understanding that independently made, simultaneous inventions, made within a comparatively short space of time, are evidence that the claimed invention was the product only of ordinary mechanical or engineering skill.

65. I have also been informed that, when a work is available in one field of endeavor, design incentives and other market forces can prompt variations of it, either in the same field or a different one. If a person of ordinary skill can implement a predictable variation matching a patent's claim, it is likely that the claim is invalid for being obvious. For the same reason, if a technique has been used to improve one device and a person of ordinary skill in the art would recognize that it would improve similar devices in the same way, using that technique is obvious unless its actual application is reasonably considered to be beyond his or her level of ordinary skill. It is also common sense that familiar items may have obvious uses beyond their primary purposes, and that a person of ordinary skill often will be able to fit the teachings of multiple patents together like pieces of a puzzle.

66. It is my further understanding that multiple prior art references can be combined to show that a claim is obvious. Any need or problem known in the field and addressed by a patent claim can provide a reason for combining multiple references in the manner claimed. To determine whether there was an apparent reason to combine those references in the way a patent claims, it is my understanding that I can look to interrelated teachings of multiple patents, to the

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effects of demands known to the design community or present in the marketplace, and/or to the background knowledge possessed by a person of ordinary skill in the art. I also understand that neither a particular motivation nor the alleged purpose of the patentee controls the investigation of obviousness.

67. It is my further understanding that one of ordinary skill in the art is not confined to prior art that attempts to solve the same problem as the patent claim since common sense teaches that familiar items may have obvious uses beyond their primary purposes.

68. I am also aware that another way to decide whether one of ordinary skill in the art would combine what is described in various items of prior art is whether there is some teaching, suggestion, or motivation in the prior art for a skilled person to make the combination covered by the patent claims. Motivation can be implicit. In other words, such motivation need not be explicit.

**B. Indefiniteness**

69. I have been informed and understand that claims of a patent may be invalid as indefinite if the claims fail to particularly point out and distinctly claim the subject matter which the applicant regards as his invention.

**C. Lack of Written Description/Enablement**

70. I have been informed and understand that Section 112, paragraph 1 of the Patent Act sets forth the written description requirement as follows:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same, and shall set forth the best mode contemplated by the inventor of carrying out his invention. (emphasis added).

71. I further understand that to satisfy the written description requirement, the inventors of the '135, '572 and '399 Patents must have clearly allowed persons of ordinary skill

in the art to recognize that they invented what is claimed. Put another way, the patent specification must describe an invention understandable to a person of ordinary skill in the art and show that the '135, '572 and '399 Patents' inventors actually invented the invention claimed. I understand it is necessary to satisfy the written description requirement by showing that the patent applicant was "in possession" of the invention when he/she filed the application that led to the patent. Assessing such "possession" as shown in the disclosure requires an objective inquiry into the four corners of the specification. I understand that one shows that one was "in possession" of the invention by describing the invention, with all its claimed limitations. I further understand that a patent applicant would go about doing that by using words, structures, figures, diagrams, formulas, etc., that fully set forth the claimed invention. Finally, I understand that a mere wish or plan for obtaining the claimed invention is not adequate written description.

72. I have been informed and understand that claims of a patent may be invalid for lack of enablement, if the patent does not provide disclosure sufficient to enable a person of ordinary skill in the art to practice the claimed invention without undue experimentation. I have also been informed and understand that satisfying the enablement requirement requires that the specification of the patent must teach those skilled in the art how to make and use the full scope of the claimed invention without undue experimentation. I also understand that in evaluating whether "undue experimentation" would be required, a number of factors may be considered, including:

- (1) the breadth of the claims;
- (2) the nature of the invention;
- (3) the state of the prior art;
- (4) the level of one of ordinary skill;
- (5) the level of predictability in the art;
- (6) the amount of direction provided by the inventor;
- (7) the existence of working examples; and
- (8) the quantity of experimentation needed to make or use the invention based on the content of the disclosure.

**D. Double Patenting**

73. I have been informed and understand that 35 U.S.C. § 101 precludes an inventor from receiving more than one patent for the same invention. I also understand that the related non-statutory doctrine of obvious-type double-patenting extends the statutory provision "to prevent issuance of a patent on claims that are nearly identical to claims in an earlier patent." In evaluating invalidity based on double patenting, I understand that the primary inquiry is thus whether the claims in the latter patent are more than a "slight variant" from the claims in the earlier patent. I have been informed and understand that the double patenting analysis is thus similar to the analysis for obviousness, with three distinctions. First, statutory obviousness compares claimed subject matter to the prior art, while non-statutory double patenting compares claims in an earlier patent to claims in a later patent or application. Second, double patenting does not require inquiry into a motivation to modify the prior art. Finally, double patenting does not require inquiry into objective criteria suggesting non-obviousness. I also understand that proving obvious-type double patenting requires clear and convincing evidence.

**E. Presumption of Validity**

74. It is my understanding that under 35 U.S.C. § 282, a patent is presumed valid, and each claim of a patent is presumed valid independent of any other claims in the patent. It is my further understanding that it is the burden of the party asserting that a patent claim is invalid to prove such by clear and convincing evidence, where clear and convincing evidence is evidence that shows it is highly probable that the claim is invalid.

75. It is further my understanding that if the PTO did not have all material facts before it, the challenger's burden to persuade the fact finder of its invalidity defense by clear and convincing evidence may be easier to sustain. I further understand that, in such instances where the PTO did not have all material facts before it, the fact finder can and should consider that it has heard evidence that the PTO had no opportunity to evaluate before granting the patent.

**F. The Priority Dates for the Patents-in-Suit**

76. I have been informed and understand that the effective priority date for an asserted patent is generally the date of the first constructive reduction to practice of the claimed invention, as evidenced by the filing date for the earliest application to which priority is claimed.

77. I also understand that a patent may be entitled to an earlier priority date if the patentee can demonstrate both an earlier conception of the invention coupled with diligence leading to an actual or constructive reduction to practice. I understand that the patentee has the burden of proving such an earlier conception and reduction to practice by a preponderance of the evidence, and that this burden cannot be satisfied by mere uncorroborated inventor testimony.

78. I understand that DDR has asserted that except for claims 20 and 21 of the '572 Patent and Claim 3 of the '399 Patent, all the asserted claims are entitled to a priority date of April 1998. I have been asked by Defendants' counsel to assume however, for the purposes of my analysis, that DDR will be unable to satisfy its evidentiary burden to substantiate this earlier date, and thus is not entitled to claim a priority date earlier than the effective filing date for its patents. I note however, that the majority of the prior art that I discuss in this report would nevertheless also qualify as prior art even assuming such an April 1998 date.

79. To summarize, for the purposes of my analysis, I have assumed that the effective priority dates for the Asserted Claims of the patents-in-suit are no earlier than the dates shown in the following table:

| Patent | Claim | Priority Date  | Basis  |
|--------|-------|----------------|--|
| '135   | 8     | Sept. 17, 1999 | filing date of Appl. 09/398,268  |
| '572   | 13    | Sept. 17, 1998 | filing date of Provisional Appl. 60/100,697  |
| '572   | 17    | Sept. 17, 1998 | filing date of Provisional Appl. 60/100,697  |
| '572   | 20    | Sept. 17, 1999 | filing date of Appl. 09/398,268 [See DDR Resp. to 3 <sup>rd</sup> common interrogatories, ROG #16] |
| '572   | 21    | Sept. 17, 1999 | filing date of Appl. 09/398,268 [See DDR Resp. to 3 <sup>rd</sup> common interrogatories, ROG #16] |
| '572   | 23    | Sept. 17, 1998 | filing date of Provisional Appl. 60/100,697  |
| '399   | 1     | Sept. 17, 1998 | filing date of Provisional Appl. 60/100,697  |

| Patent | Claim | Priority Date  | Basis  |
|--------|-------|----------------|--|
| '399   | 3     | Sept. 17, 1999 | filing date of Appl. 09/398,268 [See DDR Resp. to 3 <sup>rd</sup> common interrogatories, ROG #16] |
| '399   | 7     | Sept. 17, 1998 | filing date of Provisional Appl. 60/100,697  |
| '399   | 19    | Sept. 17, 1998 | filing date of Provisional Appl. 60/100,697  |

80. I have used the priority dates listed above only for the purpose of evaluating the scope and content of the relevant prior art in the appropriate time frame, and determining whether a particular reference qualifies as prior art under 35 U.S.C. § 102 or § 103. As such, the listing of priority dates in the above table should not be construed in any way as an admission that a particular patent or claim also satisfied the requirements of patentability in 35 U.S.C. § 112, including requirements for written description, enablement, or definiteness.

81. Independent of my assumptions above, I have also been asked to analyze DDR's support for its asserted priority date for Claim 8 of the '135 Patent.

82. First, I have been asked to determine whether certain documents disclose certain required elements of Claim 8 of the '135 Patent. I am told the purpose of this analysis is to determine whether these documents can corroborate a conception date of April 1998 for Claim 8 of the '135 Patent.

83. I understand that corroboration is required to show when an invention was made. I understand that whether the inventor's testimony has been sufficiently corroborated is evaluated under a "rule of reason" analysis, which evaluates all pertinent evidence to make a sound determination of the credibility of the alleged inventor's story. I understand that evidence of corroboration may take many forms, but that documentary or physical evidence that is made contemporaneously with the inventive process generally provides the most reliable proof of corroboration.

84. I have reviewed several documents given to me that were apparently referenced in a document by DDR as being all documents evidencing the conception, reduction to practice, design, and development of each claimed invention, which were created on or before the priority

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dates alleged.<sup>9</sup> None of these documents disclose the idea of "capturing a look and feel description associated with a host web site" as that phrase has been construed by the Court, so these documents could not corroborate an April 1998 conception date for Claim 8 of the '135 Patent.

85. Should DDR Holdings assert that additional documents support its alleged conception date of April 1998, I reserve the right to offer an opinion as to whether any such additional documents could corroborate the alleged conception as of that date. Moreover, should DDR Holdings assert an alleged conception date other than April 1998, I reserve the right to review any evidence alleged to corroborate conception on such other date and offer an opinion on whether it could suffice.

86. Second, I have been asked to analyze DDR's assertion that Claim 8 of the '135 Patent is entitled to claim priority to the provisional application filed on September 17, 1998. In my opinion this priority claim is incorrect. I have reviewed the contents of the U.S. Provisional Application No. 60/100,697. In light of the disclosure provided by this provisional application, a person of ordinary skill in the art would not understand that the inventors were in possession of any invention capable of "capturing a look and feel description associated with a host website," wherein "capturing" is defined as "automatically, by a party other than the host, retrieving elements from the host website," as required by Claim 8 of the '135 Patent.

87. In evaluating the priority date for Claim 8 of the '135 Patent I have also considered the deposition testimony provided by the named inventors of the patent. Inventor Delano Ross, who was designated by DDR as the corporate witness on the topic of conception and reduction to practice, testified that he could not testify how the Nexchange "capturing" technology worked, and that DDR had no knowledge of how the underlying software program

<sup>9</sup> Those documents include DDR0001932; DDR0001987; DDR0002261; DDR0003307; DDR0004916; DDR0004917; DDR0004974; DDR0005094; DDR0009060; DDR0009122; DDR0009136; DDR0009177; DDR0009178; DDR0009184; DDR0009389; DDR0009449; DDR0009459; DDR0009517; DDR0009589; DDR0009662; DDR0009663; DDR0009666; DDR0009673; DDR0009676; DDR0009685; DDR0009768; DDR0011117; DDR0011525; DDR0011548; DDR0011905; DDR0012113; DDR0013605; DDR0014911; DDR0018369; DDR0018386; DDR0018387; DDR0018744; DDR0018750; DDR0018760; DDR0018761; DDR0018774; and DDR0021046.

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was written. [Delano Ross, Tr., 160:4-165:15.] Mr. Ross further testified that the best persons to explain the functioning of the source code were co-inventors Rich Anderson and Randy May. [Delano Ross, Tr., 170:3-25.]

88. As such, I have reviewed the testimony of both Mr. Anderson and Mr. May regarding the conception and reduction to practice of the "capturing" element recited in Claim 8 of the '135 Patent. As a preliminary matter, I note that neither Mr. Anderson nor Mr. May are named inventors on the provisional application filed on September 17, 1998. I therefore conclude that it was unlikely that the inventors named on the provisional application (Ross, Ross and Michaels) were in possession of or had conceived of the invention recited in Claim 8 at the time the provisional application was filed.

89. My opinion is further supported by the recent deposition testimony of Richard Anderson, one of the named inventors of the '135 Patent. I have reviewed Mr. Anderson's testimony [Anderson, Tr., 169:9 - 175:1]. Mr. Anderson's testimony confirms that as of September, 1998, the inventors had not yet implemented or even contemplated an effective method for "automatically, by a party other than the host, retrieving elements from the host website." Rather, at best the inventors at this time had merely considered a method whereby the host operator would type in the URL (universal resource locator) of a host webpage and the look and feel would be downloaded from the URL, but that no such implementation was ever actually made. A person of ordinary skill in the art would not consider this a disclosure of possession by the inventors of the step of "capturing a look and feel description associated with a host website," wherein "capturing" is defined as "automatically, by a party other than the host, retrieving elements from the host website," as required by Claim 8 under the Court's construction.

90. I have also reviewed portions of the deposition testimony of Randy May, a named inventor of the patents-in-suit. Mr. May could not remember if the inventors had come up with the concept of "capturing" by September 1998, when the provisional was filed, and additionally,

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Mr. May confirmed that he could not see "capturing" being disclosed in any portion of the provisional application that he was shown in the deposition. [May, Tr., 105:23 - 117:8].

91. I have also reviewed portions of the deposition testimony of Danny Ross, a named inventor of the patents-in-suit. Mr. Ross was unable to identify any documents, or portions of documents, which relate to or corroborate an earlier conception date or reduction to practice of the "capturing" limitation recited in element 8(a) of the '135 Patent. [Danny Ross, Tr., 377:11 - 443:21]. In fact, testifying as DDR's corporate representative, Mr. Ross admitted that DDR did not know when the concept of "capturing" as recited in Claim 8 was conceived. [Danny Ross, Tr., 443:22-445:3] Mr. Ross's testimony thus further supports my opinion that the inventors were not in possession of the invention claimed in Claim 8 prior to the actual filing date of the '135 Patent, Sept. 17, 1999.

92. Accordingly, in my opinion, Claim 8 of the '135 Patent is only entitled to claim a priority date of September 17, 1999 - the date the actual application for the '135 Patent was filed. As such, I understand that publications, systems offered for sale, and systems in use, before September 17, 1999 would constitute prior art to the '135 Patent.

93. Although I offer the above preliminary opinions regarding priority dates in my opening report, I understand that the patentee has the burden of proving entitlement to any priority dates earlier than those recited on the face of the patent. As such, I reserve the right to respond to any opinions regarding priority dates for the asserted patents provided in the opening reports submitted by DDR's experts. My response may include the submittal of a responsive report according to the schedule set by the Court.

#### XI. Scope and Content of the Prior Art

94. As part of my analysis, I have reviewed the scope and content of the prior art. In particular, I have reviewed the prior art patents, publications, and systems disclosed in

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Defendants Amended Invalidity Contentions, served on February 6, 2012. A copy of the Amended Invalidity Contentions (without exhibits) is attached as Exhibit 8 to this report.

95. My analysis has identified several prior art references and combinations of references, which merit particular attention. The following table lists those references and combinations which I believe render one or more of the Asserted Patent claims invalid.

**A. Primary References**

96. Each of the references and prior art systems listed in the following chart anticipate one or more claims of the asserted patents. In addition, each of the following references/systems serve as the primary reference in one or more prior art combinations which render certain of the Asserted Claims obvious.

| Primary Prior Art References/Systems  | Basis for Invalidity |
|---|----------------------|
| Saliba - Published U.S. Patent Application No. 09/995,278 [Pub. No. US2002/0065772 A1] (Saliba) [DFNDT0000294-0000313]                                      | anticipation         |
| SexToy.com [DFNDT0000945-0001081] (SexToy)  | anticipation         |
| Tobin - U.S. Patent 6,141,666 [DFNDT0000001-0000053]  | anticipation         |
| Digital River Secure Sales System, (Digital River SSS) <sup>10</sup>  | anticipation         |
| Travelocity Co-Branding - Travelocity Previous Co-Branding including Yahoo!, Japan Airlines, Netscape, US Airways, and Online Italia [DFNDT0000314-0000431] | anticipation         |
| TravelNow.com [DFNDT0000433-486]; [HOT0000281-282]; [HOT0000283-285](TravelNow)   | anticipation         |

<sup>10</sup> In addition to the specific documents cited in this report, I have also relied on the following production documents in forming my opinions regarding the DR SSS prior art system: DFNDT 0005168; DFNDT 0005169-5203; DFNDT 0005205; DFNDT0005270; DFNDT0005271-5272; DFNDT0005273-5274; DFNDT0005275-5279; DFNDT0005280-5382; DFNDT0005383-5489; DFNDT0005490-5533; DR000001-2; DR000003-4; DR000005-6; DR000007-12; DR000013-21; DR000022; DR000023-25; DR000026-27; DR000028-31; DR000032; DR000033; DR000034-38; DR000039-50; DR000055-62; DR000063-64; DR000065; DR000066-72; DR000073-79; DR000080-86; DR000091; DR000112; DR001247; DR004245-66; DR004326; DR004328; DR006649-86; DR022396; DR023058; DR023059; DR023202; DR024360; DR024415; DR024675; DR025142; DR026692; DR026693; DR026694; DR026695-729; DR026733-36; DR026737-57; DR026771-DR033425; DR034606-07; DR034613-16; DR037478-DR037479; DR059440-DR059447; DR074557-074636; DR074637-074669; DR074670-074796; and DR074797-074937.

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**B. Secondary References**

97. Certain of the prior art references/systems listed above as a primary reference may also function as a secondary reference which, in combination with another primary reference, renders certain claims invalid as obvious. The following table lists additional secondary references which may be used in combinations that render certain claims of the asserted patents obvious. The specific combinations of prior art as applied to the Asserted Claims are identified in my detailed discussions herein.

| Secondary Prior Art References/Systems   | Basis for Invalidity |
|--|----------------------|
| Forefront WebWhacker<br>[DFNDT0005490-5533]; [DFNDT0005270]; [DFNDT0005271-5272]; [DFNDT0005273-5274]; [DFNDT0005383-5489]; [DFNDT0005280-5382]; [DFNDT0005277-5278]; [DFNDT5275-5276]; [DFNDT0005279] | obviousness          |
| Aruold, US 6,016,504   | obviousness          |
| Viaweb Prior Art<br>[DFNDT0004356-0004657, 5052-59, 5069-5080, 5096-5105, 5111-5123, 5141-5167, 5206-5267]   | obviousness          |
| Making Money in Cyberspace, Edwards, 1998 [DFNDT0004356 - DFNDT00004683]   | obviousness          |

Following are descriptions relating to the scope and content of these references.

**C. Saliba Published Patent Application**

98. United States Patent Application Serial Number 09/995,278 by Bassam A. Saliba ("Saliba '278") was filed on November 26, 2001, and is titled SYSTEM, METHOD AND PROGRAM FOR NETWORK USER ACCESS, and claims priority to United States Patent Application Number 09/093,953, which was filed on June 8, 1998. Saliba '278 was published on May 30, 2002 as Publication Number US 2002/0065772. Saliba '278 discloses how a plurality of financial-service companies, each with their own websites, can use a service-center computer to display customer-specific information to customers. Links from a financial-services company's

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website would point to pages on the service-center website. Clicking one of these links would load a page from the service-center site, including billing information from a third party biller, into the visitor's web browser, but as the site was customized to match the host site, visitors would be unaware that the new pages were, in fact, coming from a separate site. As I discussed above, the earliest priority date to which DDR is entitled for any of the asserted patents is Sept. 17, 1998. The Saliba '278 reference is a published U.S. application with an effective filing date of June 8, 1998, and thus constitutes prior art to all of the asserted patents.

99. During the prosecution of the Saliba '278 application, the patent examiner rejected its claims as unpatentable over U.S. Patent 6,055,567 to Ganesan ("Ganesan '567") and U.S. Patent 6,141,666 to Tobin ("Tobin '666"). See DFNDT0004729-4743. Tobin '666, discussed further below, recites how a plurality of websites can link to an e-commerce server selling products. Thus, one of ordinary skill in the art of e-commerce and affiliate marketing would have known of and considered the teachings of Saliba '278, as evidenced by the examiner's use of Tobin—an e-commerce patent disclosing a referral network—as an invalidating reference.

**D. SexToy Prior Art**

100. SexToy.com is an e-commerce website, first set up in May of 1995. In 1996 SexToy.com began using an affiliate-marketing model to sell products: SexToy.com staff set up individual sextoy websites for other web-site owners, third-party merchants, and handled the sales of product from those stores, paying the site owners a commission on sales. The third-party merchants actually drop shipped the products to the consumers.<sup>11</sup> A web-site owner could tell the SexToy.com staff what the custom site should look like, then channel visitors into the e-commerce site from its own site. Visitors would arrive on the host site—the website owned by an affiliate—and be presented with links pointing to pages on the SexToy.com site. Clicking one of these links would load a page from SexToy.com site into the visitor's web browser, but as the

<sup>11</sup> According to founder David Levine [Levine Tr. 156:23-157:3].

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site was customized to match the host site, visitors would be unaware that the e-commerce portion of the site was, in fact, a separate site. In evaluating the SexToy.com prior art system, I relied both on relevant documents describing the system and the testimony of SexToy.com founder David Levine. The SexToy.com prior art system was publicly used and offered for sale and on sale in the United States more than one year before the date of application for the Patents-in-Suit. The SexToy.com prior art system was also publicly known and used in the United States before the alleged invention of the Patents-in-Suit. The SexToy.com prior art system was also an invention made in the United States before the alleged invention of the Patents-in-Suit and the SexToy.com prior art system was not abandoned, suppressed, or concealed.

**E. Digital River Secure Sales System**

101. Digital River is a company in the business of managing software sales and software downloads for software publishers, wholesalers, and retailers. The Digital River Secure Sales System (DR SSS) was publicly operating at least as early as April 1997, and is an outsource e-commerce system that provides all e-commerce functions for the sale of software. Links from a software publisher's website would point to pages on the DR SSS server. Clicking one of these links would load a page from the DR SSS server into the visitor's web browser, but as the pages are customized to match the referring site, visitors would be unaware that the new pages were, in fact, coming from a separate e-commerce server. ("...the entire transaction takes place in the selling environment you've created, surrounded by the look and feel of your identity, with your products presented the way you want them presented... customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There's no sensation of being suddenly hustled off to another location.") [Digital River - Secure Encrypted Software Distribution, <http://web.archive.org/web/19971221024519/digitalriver.com/Page3.html>; [DR000003-4] In evaluating the DR SSS prior art system, I relied on relevant documents related to the DR SSS system, my personal observations and inspection of an operable version of the system, and my discussions with Digital River consultant and former employee Jim Pichler. The

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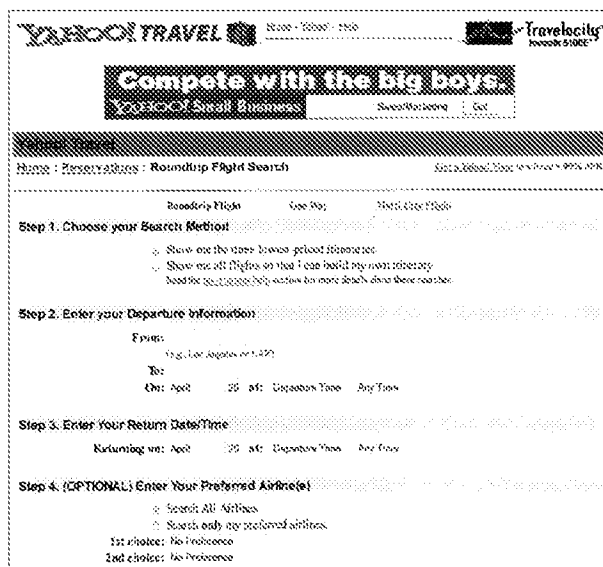
DR SSS prior art system was publicly used and offered for sale and on sale in the United States more than one year before the date of application for the Patents-in-Suit. The DR SSS prior art system was also publicly known and used in the United States before the alleged invention of the Patents-in-Suit. The DR SSS prior art system was also an invention made in the United States before the alleged invention of the Patents-in-Suit and the DR SSS prior art system was not abandoned, suppressed, or concealed.

**F. Travelocity Co-Branding Prior Art**

102. Sabre Interactive was providing Travelocity.com co-branded websites to affiliate partners at least as early as 1996. Travelocity was a website launched by travel company Sabre as a provider of consumer-direct travel services for the leisure and business traveler. Travelocity marketed and distributed travel-related products and services directly to individuals through Travelocity and its various brand websites and contact centers, and websites owned by its supplier and distribution partners. Travelocity also had a program that would provide travel-booking pages to visitors to their partner's websites. As an example, Travelocity had a partnership with Yahoo!. Visitors to Yahoo! could click links that would load pages from the Travelocity.com e-commerce server. The pages served from the Travelocity.com were "co-branded" to show both the Yahoo! and Travelocity brand, but designed to appear to be part of the Yahoo! website ("Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! across Yahoo!'s network of branded Internet properties"). [Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412]

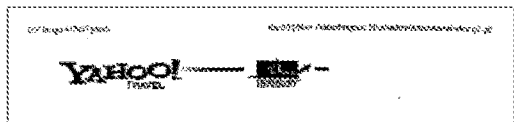
103. The "Travel Services Advertising and Promotion Agreement," which was a sale between Travelocity and Yahoo! of Travelocity's Co-Branded affiliate website, was dated June 30, 1997. [DFNDT0000388] According to the agreement, the co-branded pages were to launch on November 1, 1997 [DFNDT0000391], and Yahoo! agreed to an exclusivity period with Travelocity from November 1, 1997 through December 31, 1998. [DFNDT0000388]

104. An archived webpage from the Yahoo! and Travelocity co-branded site can be viewed from the archive.org at: [http://web.archive.org/web/19981206073151/http://travel.yahoo.com/destinations/travelocity\\_air/fynal\\_fits\\_roundtrip.html](http://web.archive.org/web/19981206073151/http://travel.yahoo.com/destinations/travelocity_air/fynal_fits_roundtrip.html) [DFNDT0005710]. A screen shot of this page is shown below:



105. This screenshot has a date of December 6, 1998, which is within the exclusivity period of the agreement noted above. Additionally, the agreement contained a requirement that "The masthead on each Co-branded Page shall conform to the specifications set forth in Exhibit

and shall display Yahoo!'s name and logo and SI's name and logo in equal relative prominence. A representative screen image of the masthead is attached to this Agreement in Exhibit A." [DFNDT0000389] The image from Exhibit A is shown below:



106. I have analyzed the prior art in this report assuming that DDR's construction of "merchant" and "outsource provider" and "ecommerce outsource provider" and related terms prevails. In evaluating the Travelocity Co-Branding prior art system, I have reviewed a number of relevant documents which are identified herein and in the claim charts attached to this report. In addition, I reviewed parts of the Travelocity source code, and have spoken with Travelocity employee Barry Vandevier regarding the source code and operation of the prior art Travelocity Co-Branding System. I have also spoken with Defendants' expert Ed Tittel regarding the operation of relevant portions of the Travelocity source code.

107. The Travelocity co-branding prior art system was publicly used and offered for sale and on sale in the United States more than one year before the date of application for the Patents-in-Suit. The Travelocity co-branding prior art system was also publicly known and used in the United States before the alleged invention of the Patents-in-Suit. The Travelocity co-branding prior art system was also an invention made in the United States before the alleged invention of the Patents-in-Suit and the Travelocity prior art system was not abandoned, suppressed, or concealed.

**G. Tobin - U.S. Patent 6,141,666**

108. U.S. Patent No. 6,141,666 by William Tobin ("Tobin '666") was filed on January 21, 1997, and is titled METHOD AND SYSTEM FOR CUSTOMIZING MARKETING

SERVICES ON NETWORKS COMMUNICATING WITH HYPERTEXT TAGGING CONVENTIONS. The Tobin '666 patent issued on October 31, 2000. Tobin '666 recites how a plurality of websites can link to an e-commerce server selling products. Links from a website would point to pages on the e-commerce server. Clicking one of these links would load a page from the e-commerce server into the visitor's web browser, but as the pages are customized to match the referring site, visitors would be unaware that the new pages were, in fact, coming from a separate e-commerce server. The Tobin '666 U.S. patent issued from an application filed before the earliest priority date claimed by DDR, and is therefore prior art to the asserted patents.

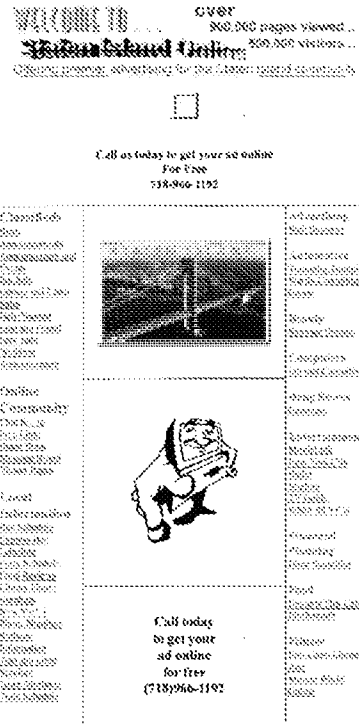
**H. TravelNow.com Prior Art**

109. In my evaluation of the TravelNow.com prior art system, I have reviewed a number of relevant documents, which are identified herein and in the claim charts attached to this report. In addition, I reviewed portions of the TravelNow.com source code, and have spoken with Expedia engineer Christopher Lynch regarding the source code and operation of the prior art TravelNow.com system.

110. TravelNow.com was a website launched in 1995, and one of the first real-time hotel reservation services on the Internet. I may also at times refer to the TravelNow system as the EAN or IAN system, as Christopher Lynch noted in his deposition that these terms can be used synonymously. I am informed that TravelNow was later acquired and became part of what is currently Expedia, Inc.. At least as early as 1996 TravelNow was publicly operating an affiliate program that provided a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages. Affiliates would link from their websites (the "host" websites) to pages on the TravelNow system that were customized to appear the same as the host websites.

111. I have been provided a list of TravelNow's affiliates in the 1997-99 timeframe. [HOT0000281-282] I have viewed some pages from archive.org that show archived pages of some of the affiliates' websites that were linked to TravelNow and were customized to appear

the same as that affiliate host's website. [See DFNDT0005692-5709, and DFNDT0005711-5714] For example, one host website in the early 1997 time period was StatenIslandOnline. [DFNDT0000423-454; HOT0000281-282] A screenshot from the archive.org capture on April 18, 1997 at <http://web.archive.org/web/19970418105614/http://www.statenislandonline.com/> [DFNDT0005711, DFNDT0005712] is shown below:

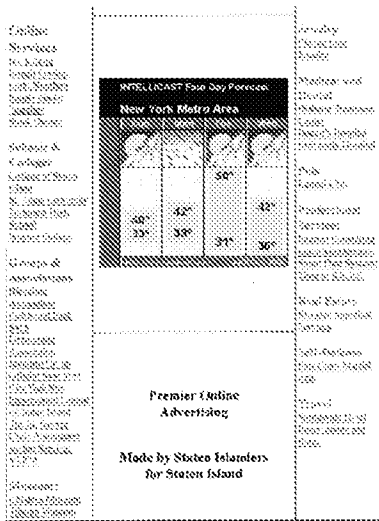


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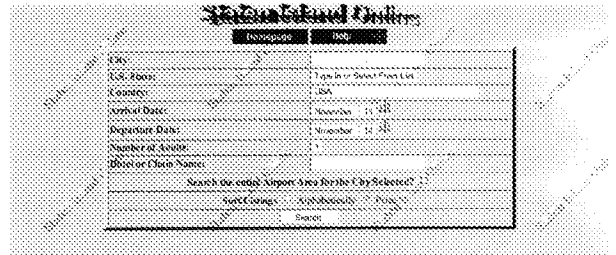
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112. If a user clicks on the link, near the bottom of that page, called Worldwide Hotel Reservations and Rates (not shown in screenshot above), the user would be connected to the TravelNow page that is customized for StatenIslandOnline.com, as shown below:



<http://web.archive.org/web/19991113061311/http://www2.travelnow.com/s?clientid=195> [DFNDT0005714]

113. In forming my opinions I have considered, among other things, source code for the TravelNow system. [HOT0000358] Additionally, I have considered information about the source code for the TravelNow system provided to me in a conversation with Chris Lynch at Expedia.com, a programmer of the source code during at least the 1996-1998 timeframe.

114. The TravelNow prior art system was publicly used and offered for sale and on sale in the United States more than one year before the date of application for the Patents-in-Suit. The TravelNow prior art system was also publicly known and used in the United States before the alleged invention of the Patents-in-Suit. The TravelNow prior art system was also an invention made in the United States before the alleged invention of the Patents-in-Suit and the TravelNow prior art system was not abandoned, suppressed, or concealed.

**I. Arnold, US 6,016,504**

115. U.S. Patent No. 6,016,504 by John K. Arnold ("Arnold '504") was filed on August 26, 1996, and is titled METHOD AND SYSTEM FOR TRACKING THE PURCHASE OF A PRODUCT AND SERVICES OVER THE INTERNET. Arnold '504 recites how a two-party system may be established in which a Virtual Outlet (VO—a "host") may provide commerce information to visitors to the VO site from merchants, on pages provided by an

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outsource e-commerce service; it appears to the consumer that the entire transaction is conducted within the VO web-pages. Thus, in Arnold '504, the merchant acts as both "outsource provider" and "merchant." Arnold '504 also discloses capture of look and feel, according to DDR's definition. The Arnold '504 U.S. patent issued from an application filed before the earliest priority date claimed by DDR, and is thus prior art to the asserted patents.

#### J. WebWhacker

116. WebWhacker is an "offline browser," initially released in January of 1996. This personal-computer program allowed a user to download a Web site for reading offline. In other words, the user would provide the URL of a Web site, define certain basic settings (such as how many "levels" within the site the program should download, and set the program to run. The program would then automatically visit the site and download and save the specified pages and all the referenced images within those pages to the user's computer, according to the pre-determined schedule. The program would modify the URLs in the Web pages so that they pointed to the new image locations on the computer's hard drive." The WebWhacker program was known and used in the United States before the earliest priority date claimed by DDR, and is thus prior art to the asserted patents.

117. Thus WebWhacker, and other similar programs, disclose various aspects of automatic capture of look and feel: the transfer of HTML files and images from one computer (the Web server) to another (the user's computer), and the modification of the URLs in the Web pages in order to specify the new locations of the Web pages.

#### K. Viaweb

118. Viaweb was an e-commerce outsource company founded in 1995 to provide hosted e-commerce systems to merchants. The sites built by the merchants, and hosted on a Viaweb web server, could be customized to "have the look and feel of another Web site," and some merchants with existing websites put "just the commerce part on [the Viaweb] server."

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Links from a merchant's existing website would point to pages on the Viaweb e-commerce server. Clicking one of these links would load a page from the Viaweb server into the visitor's web browser, but as the site was customized to match the host site, visitors would be unaware that the new pages were, in fact, coming from a separate web server. Viaweb was known and used in the United States before the earliest priority date claimed by DDR, and is thus prior art to the asserted patents.

#### L. "Making Money in Cyberspace"

119. *Making Money in Cyberspace* is a book written by Paul and Sarah Edwards and Linda Rohbrough and Jeremy T. Tarcher/Putnam, with a publication date of September 8, 1998. [DFNDT0004356 – DFNDT00004683] The book explained how to set up a business on the Internet, and included case studies of existing Internet businesses based on interviews with Internet entrepreneurs. The prior art systems and methods disclosed were described in the printed publication *Making Money in Cyberspace* before the effective filing date of the asserted DDR patents, and thus constitute prior art.

#### XII. Secondary Considerations

120. As discussed in detail below, I have determined that several of the asserted claims are invalid as obvious over various combinations of prior art. I understand that DDR has argued that certain "secondary considerations" support a conclusion that the asserted claims of the patents-in-suit are not obvious. I have reviewed DDR's response to defendants' Interrogatory No. 2, related to secondary considerations. [Ex. 18, DDR's Answers to Defendants First Set of Common Interrogatories (Nos. 1-9)]. Based on my own analysis I do not agree that the factors identified by DDR support a finding that the asserted claims are non-obvious.

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#### A. Commercial Success

121. DDR alleges that Defendants' commercial success supports a finding of non-obviousness. I disagree. In my opinion there is no nexus between the commercial success of the Defendants in this case and the allegedly novel features of the asserted patent claims. Indeed, as I discuss in detail in this report, the claimed inventions were not novel, but were already in widespread use [assuming the claims are interpreted as DDR apparently construes them] and were disclosed in several prior art publications at the time of the priority date for the asserted DDR patents. Moreover, even if one were to assume that the claimed methods were novel, the success of Defendants' businesses can be attributed to many other factors. Most important among these factors is the rapid rise in use of the Internet for commerce since 2000.

122. By the fall of 1994 there were only around 200 Web sites in the entire world. In the spring of 1994 the World Wide Web began growing rapidly, and 1994 was the year that online commerce on the Web began in earnest. CDnow launched in August of that year, though Amazon.com didn't launch until July of 1995, and eBay launched in September of that year. The following five years were still years in which most Americans infrequently used the Web, and even more infrequently made purchases online, often because many people were scared to use their credit cards online. This was a time in which the nation was getting used to the idea of buying online.

123. Some estimates suggest that the number of Internet users grew 16-fold during the four years between the end of 1995 and the beginning of 2000, and 63-fold between the end of 1995 and the end of 2005.<sup>12</sup> Today the number of users is perhaps nine or ten times the level of 2000 and 140 times or more the level of 1995. There has also been tremendous growth in e-commerce; statistics from the U.S. Census Bureau suggest that e-commerce in the United States grew from around an annual rate of \$20 billion in the 4<sup>th</sup> quarter of 2000<sup>13</sup> to about \$206 billion

<sup>12</sup> See, for instance, <http://www.internetworldstats.com/emarketing.htm>, a compilation of Internet-usage statistics from a variety of sources.  
<sup>13</sup> <http://www2.census.gov/retail/releases/historical/econom99q4.pdf>

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in the fourth quarter of 2011, a 10-fold growth.<sup>14</sup> It's very difficult to find reliable figures prior to 1999, but the level in 1995, the year that Amazon.com launched, was a mere fraction of the 1999 level of activity.

124. Regardless of the specific numbers, it's undoubted that since 1995 e-commerce has grown dramatically, that most of that growth—over 90%—has occurred since the year 2000, and that today many millions of Americans make frequent online purchases.

125. Thus e-commerce on the World Wide Web is a relatively recent phenomenon, and the success of any particular company doing business online has depended to a great degree not on a particular technique or technology, but on the growth in use of the Web and, in particular, the acceptance of e-commerce by the population at large, something that took years to develop. This was not a case of e-commerce waiting for an enabling technology to appear, it's a case of e-commerce waiting for the necessary numbers of potential customers to begin using the Web, and for those customers to become accustomed to and accepting of making purchases online. Furthermore, success in e-commerce is rarely a result of a particular technology; rather it's due to a range of activities, such as the level of advertising, both online and offline, partnerships, content development, site usability, the range of products being presented to customers, customer service, and more. This is illustrated by press coverage of e-commerce companies from the relevant period. For example, a marketing piece for Nexchange includes several quotes from publications in the 1999-2000 timeframe. The selected quotes do not discuss the Nexchange technology, but instead focus on business strategies, such as business relationships ("They have relationships with Websites that generate a lot of sales for us" - iMarketing News) and content-development and distribution ("the company collaborated with Nexchange to created merchandised Valentine's Day content to run on the nationwide network of CIMedia's local community websites" - Digitrends.net). [See MICHAELS000549]

<sup>14</sup> <http://www2.census.gov/retail/releases/historical/econom11q4.pdf>

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126. In addition, DDR's allegations regarding commercial success do not take into account the commercial failure of Nexchange, the business owned and operated by the inventors of the patents-in-suit. I understand that Nexchange ceased operating in or around 2000, after attempting unsuccessfully for several years to commercialize the inventor's e-commerce methods. [Michaels, Tr., 108:2-109:14]. If there was a demonstrable nexus between the patents-in-suit and commercial success, it is unlikely that Nexchange would have failed so quickly. For at least this additional reason I conclude that there is no nexus between the patents-in-suit and the "commercial success" factor. As such, this factor does not support a conclusion that any of the asserted claims are non-obvious.

**B. Long Felt and Unsolved Needs for the Patented Invention**

127. DDR also alleges that there was a long-felt and unsolved need for the patented invention, and that this factor supports a finding of non-obviousness. I disagree. The purported deficiency in the prior art that the inventors hoped to overcome (i.e. - the "long felt need") is described in the Background of the Invention section of the patent. As the inventors explain with respect to prior art e-commerce affiliate systems: "No alternatives have been able to address a fundamental drawback of the affiliate programs - the loss of the visitor to the vendor." [135 Patent at 2:33-36.]

128. The inventors hoped to solve this purported problem with a simple solution:

"According to the present invention the look and feel of each participating Host is captured and stored. Hosts may include links to selected products or product categories within pages residing on the Hosts' website. Upon actuation of such a link by a visitor of the Host website, a page is presented to the visitor incorporating a replica of the Host's look and feel directed to the sale of the selected products or product categories." [135 at 3:6-13]

129. As I explain in detail in this report, the inventors' solution was not novel at the time of the priority date for the asserted patents. Indeed, regardless of whether or not the problem of loss of host visitors to the outsource provider was "long-felt," the solution had not

gone unsolved. At least Travelocity, TravelNow, Digital River and SexToy.com had already developed and rolled out solutions to this problem by the time DDR filed for its patents.

130. As just one example, as early as 1996, David Levine, the operator of the SexToy.com system recognized the same problem identified by the '135 inventors, and also recognized that the solution to allowing a host website to retain its customers was to match the "look and feel" of the host website and the outsource website. As Mr. Levine testified:

"Yeah, I believe that one reason people liked to match the look and feel is because they feel they have customers that they've built trust with and they want to send them to a store that has a similar look and therefore can continue that trust to the other website. I mean to my toy store." [Levine, Tr., 43:5-10]

"I mean, that's another thing too is when you go to the site and if it was SexToy.com and they're getting commission, that's great, but someone is going to remember SexToy.com the next time they want to go shopping, they may go directly to SexToy.com instead of through the affiliate. So it was -- it was also, you know, like we talked about look and trust, but also I think people felt that they would keep their customers and make more money by having this look and feel similarity." [Levine, Tr., 45:3-12.]

131. In fact, the founders of Nexchange (including Danny Ross, Del Ross and Joseph Michaels) were apparently aware that others had already "solved" the need for an affiliate program that allowed a host website to retain its customers. The competitive analysis provided in the Microshops March, 1998 Business Plan discusses how Nexchange's competitor e-Merchant Group had already solved this problem with a "co-branding" approach:

"In many ways, e-Merchant Group offers a very similar service to that offered by MicroShops. The company's private label stores bear great similarity to MicroShops and the value propositions they present to merchants and manufacturers closely resemble those offered by MicroShops."

e-Merchant Group's competitive advantages:

- 1) Established relationships with merchants in specific industries.
  - 2) Co-branded private label stores "retain" site visitors
  - 3) Technology that compensates traditional channels for online sales could make solution more appealing to manufacturers
- [Microshops Business Plan, March 1998, at DDR0004963.]

132. In addition, as I discuss in my detailed analysis of the prior art, Travelocity, Travelnow.com, and Digital River had each developed and used e-commerce outsourcing systems which solved the problem of allowing a host website to retain its customers. Accordingly, I do not find that "long-felt but unsolved needs" is an indicia of non-obviousness for the asserted patent claims.

**C. Acknowledgements or Praise of the Invention**

133. Finally, DDR points to alleged "acknowledgements of the significance of the invention" as an indicia of non-obviousness. I disagree. I understand that while industry praise may be an indicator of non-obviousness, such industry praise must also be linked to the patented invention. As far as I am aware, DDR has neither identified any specific examples of industry praise or acknowledgements nor presented any evidence showing how examples of acknowledgment have any nexus to the asserted patent claims. Accordingly, I do not find this factor to be an indicia of non-obviousness for the asserted claims.

134. Consider, for example, MICHAELSS000549, apparently a marketing piece touting the benefits of Nexchange, and quoting various stories in the press about the Nexchange service. None of the articles or quotations within the articles provides any mention or discussion of the technology described in the asserted patents. Consider the first cited article, from iMarketing News on June 5, 2000:

"Proflowers.com saw a measurable spike in traffic and business in the run-up to Mother's Day last month, as one of the nine online retail participants in Nexchange's syndicated, merchandised content package. Nexchange's network ... steered shoppers toward the Proflowers brand - up 70 percent from Valentine's Day. 'They have relationships with Websites that generate a lot of sales for us, and these are relationships they have that we don't,' said Barbara Bry, Vice President of Business Development at Proflowers.com Inc., San Diego."

135. Nowhere does this quotation mention the patented technology or in any way allude to it. Rather, the quotation attributes the success of the Proflowers/Nexchange program to "relationships" "steering shoppers toward the Proflowers brand," something in no way dependent

on the patented invention. The following quote, from eBiz Daily, attributes the success to another factor:

"In January the company collaborated with Nexchange to created merchandised Valentine's Day content to run on the nationwide network of CIMedia's local community websites. As a result, click through rates spiked at 27 percent and conversion rates grew to 5 percent."

136. In this case the creation of "content" (one skilled in the art would understand that to probably mean text articles of some kind, along with perhaps product photos), and the distribution of that content on "CIMedia's local community websites," is cited as the factor responsible for the success; the patented technology is not mentioned.

137. The following news article, from the Wall Street Journal, actually offers no account of any particular success, beyond stating that Nexchange ran "Mr. Caldwell's store." It does mention the "cooperation" of "specialty retailers," but cannot be regarded as "industry praise" so much as reporting, and in any case provides no mention or description of the technology described in the asserted patents.

138. Finally, the last quotation, from Internet World tells of the success of Cox Interactive Media, but provides no discussion of the patent:

"On some sites [Cox Interactive Media] had a 5 percent conversion rate - which is to say 5 percent of those who clicked through to a product bought it, about five times the industry average ... and while Cox gave Nexchange credit for the merchandising copy that resulted in those clickthrough and conversion numbers, that's only part of it. I think the surfers feel safer, because they know the retailer and they're not being pushed off the content site. This makes them more willing to buy."

139. While this quotation does discuss the concept of "not being pushed off the content site," that is a concept that clearly dates to much earlier than the priority date for the asserted claims (see, for instance the SexToy prior art), and the quotation makes no mention of any element of any of the claims in the asserted patents. Instead, the primary factor influencing the

success of Cox Interactive pointed to in this clip appears to be the fact that Nexchange generated "merchandising copy" that resulted in good clickthrough and conversion numbers.

#### D. Secondary Indicia of Obviousness

140. As discussed above, I do not agree that the factors identified by DDR are indicia of non-obviousness of the asserted claims. In fact, other secondary indicators that I am aware of point to the opposite conclusion: that the asserted claims are indeed obvious.

##### I. Independent or Simultaneous Invention

141. As I discuss throughout this report, at the time of the priority date for the asserted claims, there were multiple systems already in public use that implemented the allegedly novel e-commerce outsourcing methods claimed in the patents-in-suit [as those claims are apparently construed by DDR.] The apparently near simultaneous prior invention and reduction to actual practice of such similar systems by Travelocity, TravelNow, Digital River and SexToy.com is a strong indication that such e-commerce outsourcing methods, involving matching "look and feel" descriptions on a host web-page and a second outsource provider web-page, was in fact obvious at the time of the effective priority date for the asserted patent claims.

##### 2. Other Evidence Tending to Show Obviousness

142. There are several other secondary considerations that I have mentioned above that are often relied on by patentees to show that their inventions are not obvious. DDR, however, does not rely on these factors,<sup>15</sup> likely because some of these factors relate to evidence that actually shows that the patents-in-suit are obvious. First, DDR does not rely on the secondary consideration of failed attempts by others. And in fact, I am not aware of any failed attempts at the alleged invention by others; rather, it is my opinion that others were actually practicing the alleged invention of the patents-in-suit. Others would not have failed at the alleged invention of

<sup>15</sup> It is my understanding that in DDR's response to defendants' Interrogatory No. 2, related to secondary considerations, DDR only relies on the following secondary considerations: (1) commercial success; (2) long-felt and unresolved need; and (3) praise and acknowledgments of the alleged invention.

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the patents-in-suit because it was obvious. Second, DDR does not rely on the secondary consideration of unexpected results. This is because the alleged invention was not unexpected—it was obvious. Third, DDR does not rely on the secondary consideration that the patentee proceeded contrary to accepted wisdom in the prior art. Rather, the opposite is true: the patentees proceeded to do exactly what others in the field were doing in many different areas of business: taking a process that was manual and attempting to automate the process through the use of software. This is further evidence that the alleged invention of the patents-in-suit was obvious. These other secondary factors, though often considered as factors that may indicate non-obviousness, are actually other evidence that tends to show that the alleged invention was obvious.

#### XIII. The Asserted Claims of the '135 Patent are Invalid over the Prior Art

143. In my opinion, Claim 8 of the '135 Patent (the only claim in the '135 Patent asserted by DDR) is invalid, either as anticipated under 35 U.S.C. §102, or as obvious under 35 U.S.C. §103.

144. Additional details related to my conclusions of invalidity of the '135 Patent are discussed below and are further supported by the claim charts included as Exhibits 9A, 10A, 11A, 12A, 13A and 14A to this report.

145. Claim 8 recites as follows:

8. An e-commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages, comprising the steps of:

- capturing a look and feel description associated with a host website;
- providing the host website with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object; and
- upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link.

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146. Based on my analysis, if Claim 8 of the '135 Patent is interpreted in the manner apparently advocated by DDR in its Amended Infringement Contentions, then Claim 8 is invalid as anticipated by at least the following prior art: (a) Saliba '278 Published Patent Application; (b) SexToy Prior Art; (c) Digital River Secure Sales System; (d) the Travelocity Co-Branding Prior Art; (e) Tobin - U.S. Patent 6,141,666; and (f) the TravelNow Prior Art (collectively "the Anticipating Prior Art"). Each of these prior art systems and publications include or disclose every limitation of Claim 8, as the limitations are construed by DDR. In addition, Claim 8 is invalid as obvious over several prior art combinations. As discussed below, these prior art combinations include certain of the anticipatory prior art references, as a primary reference, combined with any of several secondary references, including Saliba '278, Digital River and/or Aruold '504. The specific features and disclosure of the prior art corresponding to each limitation of Claim 8 are set forth in detail in the following claim charts accompanying this report: Exhibits 9A, 10A, 11A, 12A, 13A and 14A. These claim charts constitute an integral part of this report and are incorporated herein by reference. In addition to the claim charts, I discuss several important aspects of my analysis as it relates to specific limitations of Claim 8 in the following paragraphs.

##### A. The Asserted Claims of the '135 Patent are Invalid Over Saliba '278

147. Saliba '278 was filed on, and claims a priority date of, June 8, 1998. As discussed above, Saliba '278 would constitute prior art to Claim 8 of the '135 Patent, which is only entitled to a priority date of September 17, 1999.

##### I. Claim 8

148. Saliba '278 discloses each and every element of Claim 8.

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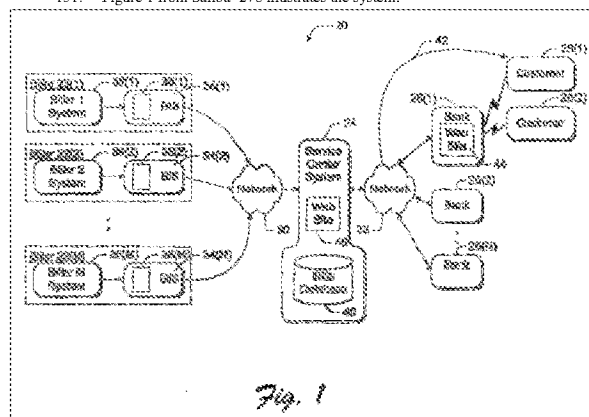
54

#### Claim 8 - Preamble

149. Saliba '278 discloses "an e-commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages" as required by the preamble to Claim 8.

150. Saliba '278 discloses "The home page also offers, however, an option to view customer-specific data, such as the customer's personal billing statements that are collected from a variety of different billers (e.g., phone bill, gas bill, cable TV bill, etc.)" [Saliba '278 ¶ 0009]<sup>16</sup> Saliba '278 also discloses that "The server 110 provides a new HTML page showing the billing statement." [Saliba '278 ¶ 0065]

151. Figure 1 from Saliba '278 illustrates the system:



<sup>16</sup> All citations in this report are exemplary, and not exhaustive.

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152. As shown in Figure 1, Saliba '278 discloses a three party e-commerce system including multiple Bank (host) websites, multiple Billers (merchants), and a "Service Center System" (outsourced provider).

153. Saliba '278 discloses an outsourced process in which certain information, "such as the customer's personal billing statements that are collected from a variety of different billers (e.g., phone bill, gas bill, cable TV bill, etc.)" [Saliba '278 ¶ 0009] may be provided to a financial-services customer from a server other than the one operated by the financial-services firm: "The server 110 provides a new HTML page showing the billing statement." [Saliba '278 ¶ 0065]

154. A person of ordinary skill in the art would understand that the server disclosed by Saliba '278 provides an e-commerce outsourcing process, providing visitors to a host site with context-sensitive, transparent e-commerce support pages, as required by the preamble of Claim 8.

**Claim 8 - Element (a), the "capturing" limitation.**

155. Element (a) of Claim 8 recites: a) capturing a look and feel description associated with a host website. As defined in the Claim Construction order, the term "capturing" is construed to mean "automatically, by a party other than the host, retrieving elements from the host website." The term "look and feel description" is construed to mean "data defining the look and feel." And finally the term "look and feel" is construed to mean "a set of elements related to visual appearance and user interface conveying an overall appearance identifying a website; such elements include logos, colors, page layout, navigation systems, frames, "mouse-over" effects, or others [sic] elements consistent through some or all of the website." As such, a person of ordinary skill in the art would understand that Element (a), the "capturing" limitation, should effectively be construed to mean:

"automatically, by a party other than the host, retrieving data defining a set of elements related to visual appearance and user interface conveying an overall appearance identifying a website; . . ."

156. It is my understanding that DDR is accusing at least some products of infringement even where the captured look and feel description would not be sufficient to convey an overall appearance identifying a web site. It is therefore apparent that DDR is construing the "capturing" limitation of Claim 8 in a manner that is inconsistent with the way a person of ordinary skill would understand the claim.

157. I understand, based on my review of the DDR updated infringement contentions, that DDR contends that the capturing limitation can be satisfied in one of two ways:

**Method 1**

Defendants use computer tools to automatically retrieve look and feel descriptions from a variety of host websites (defendants' customers) and place the retrieved descriptions in a data store.

**Method 2**

Defendants serve web pages containing computer code that, when activated by the visitor computer, automatically captures "look and feel descriptions" (e.g., in the form of CSS) from the host website.

See 12-01-23-DDR-Updated Infr Contentions and claim chart.pdf

158. I have analyzed the prior art assuming that DDR's construction of the "capturing" limitation (under Method 1 or Method 2) prevails. In addition to the two alleged "capturing methods" specifically identified by DDR, there may be other methods which would also satisfy the requirements of Claim Element 8 (a) as it is apparently being construed by DDR. Assuming DDR's broad approach to construing this element prevails, I conclude that Saliba '278 also discloses "capturing a look and feel description associated with a host website" as required by Element (a) of Claim 8.

159. Saliba '278 discloses a financial service center, which runs a "branding software module." This module "extracts the branding indicia passed from the bank and uses it to create a Web page that appears like the bank's own Web pages." [Saliba '278 ¶ 0051]. A person of

ordinary skill in the art would understand that the branding indicia are a form of "look and feel description" and that the branding software module acts to capture these branding indicia.

160. I understand that DDR and/or DDR's experts may assert that alternative methods (in addition to "Method 1" and "Method 2") can also practice the "capturing" limitation of Element 8(a) and infringe Claim 8. In the event that DDR identifies any such alternatives, and accuses Defendants' products of infringing Claim 8 by practicing the alternative methods, my analysis and opinions regarding the Saliba '278 prior art could change as a result. As such, I reserve the right to supplement my present opinions to take into account any such alternative arguments presented by DDR or its experts regarding the "capturing" limitation.

**Claim 8 - Element (b), "providing the host website with a link . . ."**

161. Saliba '278 discloses "providing the host website with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object" as required by Element (b) of Claim 8.

162. Saliba '278 discloses an e-commerce outsourcing system wherein "[a]ccording to one implementation for a low level of integration, the financial institution's server hands off the customer to the third party's server by addressing the third party's site URL (universal resource locator)." [Saliba '278 at ¶ 0011]. Saliba '278 also discloses that "[a]ccordingly, when the customer activates the option on the financial institution's home page for viewing the customer-specific data, the financial institution's Web server links to the third party's server to access the customer-specific data without exposing this transfer to the customer." [Saliba '278 at ¶0010]. A person of ordinary skill would understand that the "third party site URL" is a link that correlates the host website of the financial institution with a selected commerce object, i.e. - the customer's selected billing statements. [See Saliba '278 at ¶0009].

**Claim 8 - Element (c), ". . . serving to the visitor computer . . ."**

163. Saliba '278 discloses "upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and

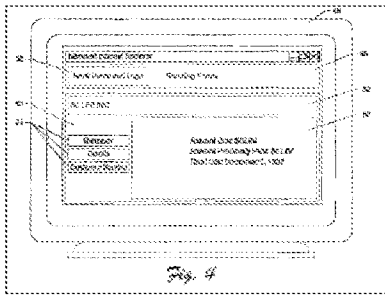
feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link" as required by Element (c) of Claim 8.

164. Saliba '278 discloses that after the look and feel elements of a host financial institution website are captured and stored on the third party server, a web-page containing the selected commerce object (i.e., billing statement) is served which corresponds to the look and feel of the host financial institution website:

The third party's server uses the customer ID to retrieve the data belonging to the customer. The third party's server then employs the bank's ID and branding indicia to present the data in a Web page that is formatted, branded, and styled to resemble the financial institution's own Web pages. In this manner, the data is presented in such a way that the customer is led to believe that the financial institution is still sponsoring the customer-specific data rather than the third party. [Saliba '278 ¶ 0011].

"FIG. 3 shows an exemplary new Web page 70, which displays the billing data as it is rendered on a customer's home computer monitor 48. The Web page 70 presents a list 72 of the customer's bills. The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have been provided by the bank's Web site 44, while the identity of the service center 24 is veiled, to lead the customer to believe that the billing data is provided by the financial institution rather than the service center. [Saliba '278 ¶ 0041.]

165. Figure 4 from Saliba '278 illustrates the composite webpage, served from the service center server.



As shown in Figure 4, the composite webpage has a look and feel based on the host (bank) webpage (i.e. - branding indicia) and has content based on the commerce object (i.e. - billing information from the third-party biller.)

166. A person of ordinary skill in the art would understand, from the document(s) referenced in the previous two paragraphs, that Saliba '278 is describing a system in which the outsource server is providing a web page to the visitor's browser that uses the stored look and feel combined with the commerce object.

167. Thus, in my opinion, Element (c) of Claim 8 is anticipated by Saliba '278. Additional details supporting my opinion regarding the Saliba '278 prior art reference are included in the claim charts provided as Exhibit 9A to this report.

168. To the extent it is determined that Saliba '278 does not anticipate Element (c) of Claim 8, it is my opinion that Element (c) of Claim 8 would be obvious over Saliba '278 in view of at least the Digital River SSS prior art. Both Saliba '278 and Digital River SSS disclose 3-party e-commerce outsourcing systems for the delivery of primarily digital information (i.e. - digital "commerce objects"). As I discussed above, one of ordinary skill in the art of e-commerce and affiliate marketing would have known of and considered the teachings of Saliba '278 as

within the scope of the art. It thus would have been obvious to a person of ordinary skill to combine the various features disclosed in these prior art systems. There is motivation to combine Saliba '278 and Digital River SSS because they are both related to e-commerce outsourcing processes for selling products over the Internet and thus are in the same field of endeavor. Saliba '278 discloses an electronic financial system for providing financial services over the Internet with multiple billers, a service center, and multiple financial institutions. See Saliba '278 at Abstract. The Digital River SSS brought together manufacturers and dealers enabling them to sell and deliver products via the Internet through vendor websites. See Exhibit 9A. Both Saliba '278 and Digital River SSS disclose electronic commerce systems that are directed to offering commerce objects over the Internet.

169. Additional citations supporting my conclusions regarding the disclosure of Claim 8 in Saliba '278, and the other anticipating prior art, is provided in the relevant claim charts.

**B. The Asserted Claims of the '135 Patent are Invalid Over SexToy**

**I. Claim 8**

170. The SexToy.com prior art system included each and every element of Claim 8.

171. The prior art SexToy.com system implemented each and every element of Claim 8. My analysis and opinions regarding the SexToy prior art system are supported by the documents cited herein and in the claim chart attached as Exhibit 10A. In addition, I considered and relied on the deposition testimony of SexToy.com founder David Levine.

**Claim 8 – Preamble**

172. SexToy implemented and used the method of an e-commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages" as required by the preamble to Claim 8.

173. SexToy implemented and used the method of an outsourced process through which host website operators could sell sex toys from their websites, by setting up e-commerce sites on SexToy.com: "Promote your own sextoy site! We will run the website, process the

orders, ship the product<sup>17</sup>, and handle customer service." [DFNDT000945-000946] A person of ordinary skill in the art would understand that SexToy was an e-commerce outsourcing process providing a host complete with e-commerce support pages. My opinion is also supported by the testimony of David Levine, who testified that the SexToy.com affiliate system was a three party e-commerce affiliate program involving an affiliate (or host), a merchant, and the SexToy.com outsource provider. [Levine, Tr., 21:16-24:20; 26:19-27:10; 156:17-157:8; 159:19-160:17; 161:20-162:22]

**Claim 8 - Element (a), the "capturing" limitation.**

174. As discussed above in regards to the analysis of the Saliba '278 prior art, I understand, based on the DDR updated infringement contentions, that DDR contends that the capturing limitation can be satisfied in one of two ways:

**Method 1**

Defendants use computer tools to automatically retrieve look and feel descriptions from a variety of host websites (defendants' customers) and place the retrieved descriptions in a data store.

**Method 2**

Defendants serve web pages containing computer code that, when activated by the visitor computer, automatically captures "look and feel descriptions" (e.g., in the form of CSS) from the host website.

See 12-01-23-DDR-Updated Infr Contentions and claim chart.pdf

175. As discussed above in my analysis of the Saliba '278 prior art, a person of ordinary skill would not understand either Method 1 or Method 2 as they are asserted by DDR to meet the "capturing" limitation as properly construed. With respect to Method 1, based on its infringement contentions, DDR appears to be asserting that the mere retrieval of a few isolated elements from a host website would be sufficient to convey an overall appearance identifying the host website. With respect to Method 2, this merely describes the standard function of a user's web-browser software in rendering a web-page.

<sup>17</sup> David Levine testified that products were, in fact, shipped by third-party merchants. [Levine, Tr., 156:23-157:3]

176. While I do not agree that a person of ordinary skill would find that these methods constitute automatic capturing, nonetheless I have analyzed the prior art from DDR's point of view, and considered the two methods used by DDR. Assuming DDR's constructions, I conclude that SexToy also discloses "capturing a look and feel description associated with a host website," at least as that term is construed by DDR in Method 2.

**Element (a) is disclosed by SexToy**

177. Element (a) of Claim 8 recites: a) capturing a look and feel description associated with a host website. David Levine testified that SexToy was designed such that the pages served by the SexToy.com server would match the look and feel elements of a host website, and that images could be saved on the SexToy server. [Levine, Tr., 47:11-50:11] The SexToy system required HTML provided by the host, or retrieved by Levine, to be stored on the SexToy server; but images could be stored either on the SexToy server or the host server.

178. SexToy implemented and used the method of an affiliate marketing system where the operator of a host website provided look and feel elements, such as background colors and background images, by emailing the HTML code and image URL to the third party e-commerce provider, SexToy.com. [DFNDT000945-000946; DFNDT000950-000951]. Thus, in an early iteration of the SexToy system, affiliates (hosts) would send David Levine (founder and owner of SexToy) HTML code that described the look and feel to be used for their commerce pages, and Mr. Levine would enter the code into the SexToy system using an administration console; on occasion he would also copy images to his own server. Thus as defined in the Claim Construction, "a party other than the host" was "retrieving elements from the host website." To the extent that DDR is defining the saving of HTML as the saving of "look and feel," then SexToy, a party other than the host, was saving the look and feel into the datastore. [Levine, Tr., 39:18-43:1; 47:11-49:11; 88:24-89:10; 169:14-170:21; 193:8-194:9]

179. In regards to "capturing" according to Method 2, the SexToy.com prior art system implemented and used this method. Method 2 requires that the outsource server serves web

pages containing computer code, and indeed the SexToy.com server did serve pages containing HTML code. Method 2 also requires that the code, when activated by the visitor computer, automatically captures "look and feel descriptions" (e.g., in the form of CSS) from the host website, and SexToy implemented and used the method of that step. David Levine testified that "you [the affiliate] could put whatever HTML code you want in the top of the page and the bottom of the page." [Levine Tr., 34:6 – 34:8]. Thus affiliates could put links to CSS (Cascading Style Sheets) files and image files in their HTML. CSS files date to 1996; a web developer can put a tag into a page's HTML code that tells the browser reading the page to load the CSS file. For instance, the tag might look like this:

```
<link href="http://affiliatedomain.com/includes/basic.css" rel="stylesheet" type="text/css">
```

180. This tag has the effect of performing what is described in Method 2: when the HTML code is loaded into the visitor's computer, the web browser "automatically captures 'look and feel descriptions' (e.g., in the form of CSS) from the host website." That is, the visitor's computer sends a message to the host computer requesting the CSS file, and the host computer sends it to the computer. This process is how HTML functions, now and at least as early as 1996. In regards to referencing image files, this was also a basic HTML function and a common and widely used technique in connection with HTML as early as 1993.

181. Thus it is my opinion that, according to DDR Method 2, the SexToy prior art anticipates Element (a) of Claim 8. I understand that DDR and/or DDR's experts may assert that alternative methods (in addition to "Method 1" and "Method 2") can also practice the "capturing" limitation of element 8(a) and infringe Claim 8. In the event that DDR identifies any such alternatives, and accuses Defendants' products of infringing Claim 8 by practicing the alternative methods, my analysis and opinions regarding the SexToy prior art system could change as a result. As such, I reserve the right to supplement my present opinions to take into

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account any such alternative arguments presented by DDR or its experts regarding the "capturing" limitation.

#### The Capturing Limitation is Obvious Over SexToy in View of the Additional Prior Art

182. To the extent that it is argued or determined that the SexToy.com affiliate system did not implement or anticipate Element (a) of Claim 8, it is my opinion that this feature would have been clearly obvious at the time the '135 Patent was filed, in view of the teachings of any of the WebWhacker, Saliba '278, and/or Aruold '504 prior art.

183. In regards to the DDR Method 1, there is nothing novel about the concept of copying images from one computer location on the Web to another location on the Web. This concept was very familiar to persons of skill in the art in 1998, and had been for five years (since images were first displayed on the Web). That is exactly what image-enabled Web browsers do. When a Web browser loads a Web page that contains images, it uses DDR Method 1: it requests the HTML source code for the page from the Web server; it then reads the code to find what images are required; and it then requests those images from the appropriate servers. The images are then transferred to the Web browser, which saves them in a datastore (commonly known as a *cache*) on a hard drive connected to, or part of, the computer on which the Web browser is running, and then displays the images in the appropriate positions in the Web page. Thus the images displayed in the Web page viewed by the user are in fact *not* coming directly from the Web server, rather they are coming from the computer's hard drive.

184. The concept of using a program to transfer data from one online location to another automatically actually goes back much further than 1998. For example, in the early 1990s various programs were available for use by Compuserve Information Service clients to automatically transfer data from Compuserve to their computers for viewing offline; such data included email messages, forum messages, and files of all kinds, including image files.

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185. In regards to the DDR Method 2, the idea of placing the components of a single web-page, such as image files and CSS files, on multiple servers, was not novel, and was well known to those of skill in the art prior to the date of the alleged invention. Such components may be stored on the same server as the web page HTML is stored, or on any other server in the same physical location or another physical location—on the other side of the world, if necessary. In fact, many of the images that one commonly sees as one browses the World Wide Web are stored on special image-hosting servers, computers physically separate from the computers that are hosting the HTML code<sup>18</sup>. (The concept of dedicated image servers dates to at least 1995.<sup>19</sup>)

186. It is in the very nature of HTML that a Web page can pull images from multiple sources, and indeed this capability was built into HTML right from the beginning of the use of images on Web pages, in 1993.

187. As such, it would have been well within the capabilities of a person of ordinary skill to add the function of "capture" as construed by DDR.

#### The Capturing Limitation is Obvious Over SexToy in View of the WebWhacker Prior Art

188. It would have been obvious to one of ordinary skill in the art to combine the teachings of SexToy with the teachings of WebWhacker, which clearly discloses "capturing a look and feel description associated with a host website," at least as that term is construed by DDR in its infringement contentions regarding Method 1 "capturing."

189. WebWhacker discloses the idea of transferring look and feel, including images, from a host server to another computer for later use. WebWhacker was an early version of what is known as "offline browsers," "offline navigators," or "offline readers," and dates to at the latest early 1996. Offline browsers were used to copy Web pages from the Web to a computer hard drive, so that the user could store a copy for some purpose, or perhaps to read the Web

<sup>18</sup> A very popular example today is the PhotoBucket service: <http://www.PhotoBucket.com/>  
<sup>19</sup> For instance, the Borealis image server, created to protect image copyright: <http://meyerweb.com/eric/talks/www6/705/POSTER705.html>

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pages later while unable to connect to the Internet; users would sometimes "whack" a site before traveling, so that they would be able to read the site while flying.

190. Offline browsers such as WebWhacker would effectively work like a browser, requesting HTML pages and the referenced images, then storing the text and images in folders on the computer's hard drive. These programs would also have to modify the links in the HTML code, so that the pages would be displayed correctly later; rather than pointing to a particular image's location on another server, the HTML would be modified to point to the same image but in its new location on the computer's hard drive:

"WebWhacker lets users download single Web pages, groups of pages, or entire Web sites, including text and images. The program stores the data on the user's local desktop where the pages are relinked for later browsing offline, according to company officials. The downloaded information can be viewed and navigated locally using any Web browser." CNET, January 4, 1996 [DFNDT0005270] [DFNDT0005270]

191. The description of WebWhacker operation from the CNET article cited above is confirmed by the WebWhacker 2.0 user guide:

"WebWhacker 2.0 enables you to save your favorite Web sites, organize them into categories, and use your favorite web browser to surf the Net offline—with faster loading and no additional online charges. Developed by the ForeFront Group, Inc., WebWhacker 2.0 downloads entire Web pages or sites—including text (HTML), images, and other objects—and stores them on your local desktop machine or your company's server. By reducing your dependency on an Internet connection, WebWhacker 2.0 saves you time and money." [Forefront WebWhacker 2.0 for Windows User Guide][DFNDT0005383-5489]; See also [Forefront WebWhacker 2.0 for Mac User Guide, copyright 1995-1996][DFNDT0005280-5382].

192. There would have been motivation to combine SexToy with the WebWhacker prior art in order to solve the problem described by Richard Anderson in his deposition; leaving image files on the host servers could lead to slow delivery of and missing images in the web pages served by the outsource server [Anderson, Tr., 172:6 – 172:20].

193. Accordingly, when confronted with problems caused by leaving image files on the host servers, one of ordinary skill in the art would have been motivated to automatically

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retrieve and store images on the outsource server, combining SexToy prior art with the WebWhacker prior art, thus creating an outsourcing process meeting the limitations of Element (a) of Claim 8, as construed by DDR's Method 1.

**The Capturing Limitation is Obvious Over SexToy in View of the Saliba Prior Art**

194. Additionally, it would have been obvious to one of ordinary skill in the art to combine the teachings of SexToy with the teachings of Saliba '278, which clearly discloses "capturing a look and feel description associated with a host website", at least as that term is construed by DDR in its infringement contentions regarding Method 1 "capturing."

195. Saliba '278 discloses a financial service center, which runs a "branding software module." This module "extracts the branding indicia passed from the bank and uses it to create a Web page that appears like the bank's own Web pages." [Saliba '278 ¶ 0051]. A person of ordinary skill in the art would understand that the branding indicia are a form of "look and feel description" and that the branding software module acts to capture these branding indicia.

196. As I discussed above, one of ordinary skill in the art of e-commerce and affiliate marketing would have known of and considered the teachings of Saliba '278 as within the scope of the art. There would have been motivation to combine SexToy with the Saliba '278 prior art in order to solve the problem discussed earlier related to leaving image files on the host servers. When confronted with these problems, one of ordinary skill in the art would have been motivated to combine SexToy prior art with the Saliba '278 prior art in order to arrive at the alleged invention recited in Element (a) of Claim 8, as construed by DDR's Method 1.

197. Additional documents and testimony supporting my opinion regarding Claim 8 as compared with the disclosures of the SexToy and Saliba '278 prior art are included in the claim chart attached as Exhibit 10A and 9A to this report.

**The Capturing Limitation is Obvious Over SexToy in View of the Arnold '504 Prior Art**

198. Additionally, it would have been obvious to one of ordinary skill in the art to combine the teachings of SexToy with the teachings of Arnold '504, which clearly discloses "capturing a look and feel description associated with a host website," at least as that term is construed by DDR in its infringement contentions regarding Method 1 "capturing."

199. Arnold '504 clearly discloses such "capturing" of look and feel elements, as construed by DDR's Method 2. Arnold '504 discloses a 2-party system (Abstract, 4:1-32, Fig. 1A): There is a "virtual outlet" (VO), which is effectively the "host" as DDR uses the term. The consumer visits the VO, and it appears to the consumer that the entire transaction is conducted within the VO web-pages. The other party in Arnold '504 is the merchant, which is the party that serves the second webpage. Thus, in Arnold '504, the merchant acts as both "outsourcing provider" and "merchant" in DDR terms.

200. In Arnold '504's system, when a customer clicks on a link in the VO, the merchant computer generates an "order web-page" (Fig. 24). The order web-page has the look and feel of the VO website. When it generates the order web page, the merchant computer (server) automatically retrieves at least some look and feel description elements, including the VO logo, from the VO website. "Some information, including the VO logo, may be obtained from the VO by accessing VO files using stored URLs. Other information may be stored entirely on the merchant computer." [See 14:8-28.]

201. Thus, as described in DDR's Method 2, information such as the VO logo will be automatically captured when the HTML is loaded into the visitor's browser and the browser "activates" the page, using the "stored URLs" to automatically capture the look and feel, as explained earlier. Therefore, at least according to the construction apparently asserted by DDR, Arnold '504 discloses "automatically, by a party other than the host, retrieving elements from the host website." As such, Arnold '504 provides additional support for my opinion that such

"capturing" was already an inherent feature for systems in use at the time of the '135 priority date, and would thus have been at least obvious in light of the prior art SexToy.com system.

202. Indeed, the method described in Arnold '504 would have already been well-known by persons of ordinary skill in the art at the time the '135 Patent was filed. As explained earlier, using a stored URL to access images stored on another server was a common and widely implemented technique, and would have been routine for persons of ordinary skill in the art.

**Claim 8 - Element (b), "providing the host website with a link . . ."**

203. SexToy implemented and used the method of "providing the host website with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object" as required by Element (b) of Claim 8.

204. SexToy implemented and used the method of an e-commerce affiliate system where a host website includes a link to an e-commerce outsource provider:

"[w]e will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your SexToy site." [Promote your own sextoy site, May 17, 1998 version. DFNDT000945-000946].

205. Furthermore, SexToy prior art discloses: "[w]e have been drop shipping sextoys from web-generated orders since February 1995. Thanks to our huge selection, user-friendly web site, great prices, quick customer service, reliable shipping, and easy secure payment options, we consistently out sell any other sextoy sites in cyberspace." [More information - Promote your own sextoy site, DFNDT000947].

206. My opinion is also supported by the testimony of David Levine, who testified that as early as 1996 the SexToy.com affiliate system provided the host website with a link to a URL stored on the outsource server, correlating the host website with a selected commerce object, i.e., a specific product or a product page. [Levine, Tr., 55:21-56:19; 68:14-69:9; 80:6-13; 173:24-174:23; 175:14-176:2]

207. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous two paragraphs, that the URL placed in

the host website is a link that correlates the host website of the SexToy affiliate with a selected commerce object, i.e. the third-party sextoy products, which are selected and drop shipped to the customer by a merchant.<sup>20</sup>

**Claim 8 - Element (c), ". . . serving to the visitor computer . . ."**

208. SexToy implemented and used the method of "upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link" as required by Element (c) of Claim 8.

209. SexToy implemented and used the method of that after the look and feel elements of a host website are captured and stored on the SexToy.com server, a web-page containing the selected commerce object (i.e., a selected product from third party merchant) is served which corresponds to the look and feel of the host website:

"In 1996 we were the first sextoy site to offer webmasters the opportunity to customize their own sextoy site and receive commission from sales" [DFNDT000997]. From instructions to affiliates: "What would you like at the top of the front page of your sextoy site (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located." [DFNDT000945]. "What would you like to appear on the bottom of every page? (You probably will want to put a link so that customers can go back to your main site.)" [DFNDT000946]. "If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="000000"; BGCOLOR="FFFFFF" LINK="FF0000" VLINK="FF00FF" ALINK="FF0000"). Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from." [DFNDT000946]

210. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that SexToy was providing a web page to the visitor's browser that uses the stored look and feel combined with the commerce object.

<sup>20</sup> SexToy founder David Levine stated that products were drop-shipped by third-party merchants [Levine, Tr., 30:1-30:31:3]

211. My opinion is further supported by the testimony of David Levine, who testified that as early as 1996 the SexToy.com system would, in response to the activation of the provided link, serve to the visitor computer a webpage corresponding to the captured "look and feel" description (at least as the term is construed by DDR) of the host website and with content based on the commerce object associated with the link. [Levine, Tr., 32:24-35:24; 106:21-107:12; 176:11-178:1; 193:8-194:9]

212. Additional citations supporting my conclusions regarding the disclosure of Claim 8 in SexToy is provided in the claim charts attached as Exhibit 10A.

**C. The Asserted Claims of the '135 Patent are Invalid Over Digital River SSS**

213. In evaluating the Digital River secure sales system ("SSS") I have considered a number of documents, which are cited herein and in the claim charts attached as Exhibits 11A, 11B and 11C to this report. In addition, I have personally inspected a working version of the Digital River SSS system, which is running on legacy hardware that was assembled and is maintained at defendant Digital River's facility. I also interviewed Mr. Jim Pichler, a consultant and former Digital River engineer who is familiar with the prior art system. My opinions are thus supported by the documents I reviewed, my conversation with Mr. Pichler, and my personal observations and discussions related to the Digital River SSS prior art system.

**I. Claim 8**

214. The Digital River SSS prior art system included each and every element of Claim 8.

**Claim 8 - Preamble**

215. Digital River SSS implemented and used the method of "an e-commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages" as required by the preamble to Claim 8.

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216. Digital River SSS was an outsource service that software developers and dealers could use to manage the sale and download of their software products:

"Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security, collections and reporting of the sale of software. Throughout this process, it will appear to the consumer as if the transaction is being processed by the manufacturer or dealer while the Digital River SSS is handling the whole transaction 'behind the scenes.'" <http://web.archive.org/web/19970412100754/http://www.digitalriver.com/>; [DR000001-2].

217. My opinion is supported by my interview with Mr. Jim Pichler, who stated that Digital River SSS was an e-commerce outsource service; additionally I have examined image files copied from a Digital River server related to this service, dating to 1996. [Digital River CD 2011.3.30:digitalriver - tango qry directories from live system backup Nov 1996/bitstream/pics; DR034692-DR034711]

218. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the Digital River SSS was an outsourcing process in which visitors to software manufacturers' and dealers' websites would be served e-commerce support pages from the Digital River SSS server.

**Claim 8 - Element (a), the "capturing" limitation.**

219. As I explain earlier, when discussing Claim 8 Element (a) in regard to the Saliba '278 prior art, it is apparent that DDR is construing the "capturing" limitation of Claim 8 in a manner that is inconsistent with the way a person of ordinary skill would understand the claim. I have analyzed the prior art assuming that DDR's construction of the "capturing" limitation prevails. Assuming this construction, I conclude that Digital River SSS also discloses "capturing a look and feel description associated with a host website" as required by Element (a) of Claim 8, at least according to DDR's allegations regarding "Method 1" of the "capturing" limitation.

220. The Digital River SSS was an e-commerce system that provided customized web storefronts for Digital River's "dealer" or "retailer" clients, which correspond to the party known

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as the "host" in the Patents In Suit. The e-commerce pages provided by the Digital River SSS server would have the same "look and feel" (at least as apparently construed by DDR) as that of the dealers' or retailers' websites, and Digital River's role in the sales transaction would remain transparent to a customer:

"**Digital River's Proposed Solution** Digital River will manage MathSoft's online store and work with MathSoft's current staff to integrate purchasing options throughout the entire web site to enable customers to purchase products more easily. We will develop all commerce pages using MathSoft's branding and color schemes in an effort to remain as transparent as possible." *Digital River Proposal To Math Soft, Inc.*; [DR000023-25] at 2 (emphasis original).

"[We] provide an electronic commerce solution for your website. We emulate the look and feel of your site so an end-user can come in and pay for product via a secure credit card solution and download the product directly." [Letter from Digital River to Kathy Haynes of Traveling Software, dated September 11, 1997; DR000065].

The Internet consumer enters through one of ultimately thousands of ISV or Retailer sites (either previously existing or created by Digital River) and then is transferred to the Digital River Central Commerce Server site through a seamless interface (which mimics the look and feel of the client site) to browse products and make purchases. [Digital River Business Plan, Circa 1997; DRI00007111 at 5].

[See also DR034615-16 ("look and feel" data associated with source page Digital Frontiers stored on DR server); DR034606-07 ("look and feel" data associated with source page Bitstream stored on DR server); DR026733-36 (checklist detailing capture procedure); DFNDT 0005169-5203 (notes by Mr. Dan Conley taken during process of "capturing" the "look and feel description")].

221. The Digital River SSS accomplished this through a variety of methods. In some instances, Digital River's clients provided the look and feel elements to Digital River to help Digital River employees set up a web storefront that matched the look and feel of a dealer. [See, e.g., July 9, 1997 Email from Alex Asianov to Maureen Collins, DRI00022031 ("Enclosed are the background images to include in on all sale pages to give them a look and feel consistent with our site."); August 10, 1997 Email from David Skinner to Maureen Collins, DRI00017197

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("I have also included a full 'blank' of an HTML page that is consistent [sic] in look and feel with our site. This is uploaded as 'mpbSample.htm'").

222. In other instances in the Digital River SSS, Digital River employees would acquire the look and feel elements by visiting the home page of a client. In my interview with Mr. Pichler, the lead engineer for the Digital River SSS, he told me that he and other Digital River employees would visit the home page of various clients and "capture" the "assets" from these web pages, including any logos, graphics, color schemes, etc. Mr. Pichler informed me that he and other Digital River employees could perform this capturing either (1) by right-clicking on the page and saving each individual look and feel element, or (2) by using a program called WebWhacker.

223. WebWhacker is an "offline browser" that saved entire web pages and websites at a user's direction. I have personally used WebWhacker and other, similar, offline browsers and am familiar with its functionality:

"WebWhacker lets users download single Web pages, groups of pages, or entire Web sites, including text and images. The program stores the data on the user's local desktop where the pages are relinked for later browsing offline, according to company officials. The downloaded information can be viewed and navigated locally using any Web browser." [DFNDT0005270 (description of Web Whacker software used in the DR SSS for capturing the look and feel description associated with a host website); see also DFNDT0005271-5272, DFNDT0005273-5274].

"WebWhacker 2.0 enables you to save your favorite Web sites, organize them into categories, and use your favorite web browser to surf the Net offline—with faster loading and no additional online charges. Developed by the ForeFront Group, Inc., WebWhacker 2.0 downloads entire Web pages or sites—including text (HTML), images, and other objects—and stores them on your local desktop machine or your company's server. By reducing your dependency on an Internet connection, WebWhacker 2.0 saves you time and money." [DFNDT0005383-5489].

"The Export function allows you to save much of the information in your database of subscribed URLs to text and image files on your hard drive or local network. You can use these files if you want to recycle graphics from a Web page or to examine and edit the HTML code of a page you admire." [DFNDT0005280-5382].

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224. Moreover, in my conversation with Mr. Pichler, he informed me that WebWhacker was used as part of the Digital River SSS to automate the process of capturing the look and feel elements of Digital River client sites. This assertion is supported by the existence of recovered WebWhacker output files, which I have examined. [See DFNDT0005490-5533 (Output files of Web Whacker software used in the DR SSS for capturing the look and feel description associated with a host website)]. These files indicate that WebWhacker was used to “whack” or capture the look and feel elements of at least two websites: www.miramarsys.com and www.bitstream.com. I note that the metadata on these WebWhacker output files indicate they were last created or modified in November 1996, within months after the Digital River SSS first became operational. Thus, based on my inspection of these files and my conversation with Mr. Pichler, it is my opinion that the use of the WebWhacker program was an integral part of the Digital River SSS.

225. Thus, I have been informed and understand that the Digital River SSS incorporated the use of WebWhacker software for the retrieval from the host of look and feel elements, including text and images. Based on my conversation with Mr. Pichler, my inspection of the restored Digital River SSS, my review of documents relevant to the Digital River SSS, and my personal knowledge of WebWhacker, it is my opinion that the Digital River SSS implemented and used the element of “automatically, by a party other than the host, retrieving elements from the host website.”

226. Moreover, it is apparent that the Digital River SSS retrieved a “look and feel” description, as that term is construed by DDR--i.e. branding and color schemes related to the visual appearance of the host website. The Digital River SSS, and in particular its use of WebWhacker, retrieved the “look and feel” of any page that a Digital River employee or operator specified. Indeed, the Digital River SSS utilization of WebWhacker involved retrieving every description and element of any web page that was “whacked” by the program. This was confirmed to me by Jim Pichler, who stated that he, while working on the Digital River SSS

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project, used WebWhacker to download look and feel components from dealer (affiliate or host) websites. I have used WebWhacker and similar “offline browser” products in the past and understand how they function and that they were suited for this task.

227. As I discussed above regarding the combination of the SexToy.com prior art system with the WebWhacker prior art, WebWhacker discloses the automatic “capturing” of look and feel description. Accordingly, and for the same reason, it is my opinion that the Digital River SSS system, which incorporated WebWhacker software, also discloses element 8(a).

228. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that Digital River SSS was capturing the look and feel from the host website, as the limitation is apparently construed by DDR.

229. I understand that DDR and/or DDR’s experts may assert that alternative methods (in addition to “Method 1” and “Method 2”) can also practice the “capturing” limitation of element 8(a) and infringe Claim 8. In the event that DDR identifies any such alternatives, and accuses Defendants’ products of infringing Claim 8 by practicing the alternative methods, my analysis and opinions regarding the Digital River SSS prior art system could change as a result. As such, I reserve the right to supplement my present opinions to take into account any such alternative arguments presented by DDR or its experts regarding the “capturing” limitation.

**Claim 8 - Element (b), “providing the host website with a link . . .”**

230. Digital River SSS implemented and used the method of “providing the host website with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object” as required by Element (b) of Claim 8.

231. After an e-commerce store is created, the Digital River SSS would generate and/or provide a link for Digital River clients to place on their websites. [See, e.g., June 3, 1997 Email from Maureen Collins to Steve Eller, DR015751 (“Congratulations!! Your electronic commerce site is completed and awaiting your link to our server. Your URL link address is as

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follows . . .”). Moreover, Digital River clients are required to “continuously maintain a link” to the e-commerce store set up and served by the Digital River SSS. [See, e.g., *Digital River, Inc. Dealer Agreement with Tech Squared*, DR012789 at 2; *Electronic Software Distribution Agreement between Digital River and Auto FX Corp.*; DR000013-21; *September 26, 1997 Email from Digital River to Auto FX*, DR000033 (“The URL for the Auto FX site is at the bottom of this email.”)].

232. The links that the Digital River SSS provided to Digital River clients could be recognized by the domain name, which often would include the string “digitalriver.com/cgi-bin/Tango.cgi/digitalriver/[client site name]”, or a similar string, in the URL. [See, e.g., June 3, 1997 Email from Maureen Collins to Steve Eller, DR015751 (<http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/edgepub/welcome.qry>); “purchase QFX on the web” hypertext link, DR000055-62 (“<http://www3.digitalriver.com/cgi-bin/tango.cgi/digitalriver/rscott/welcome.qry?>”); *DTP Direct hypertext link*, DR000112 (<http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home/qry?1d=1020&level=>)]. Exceptions to this include situations when a client would opt to use a “vanity URL” to further mask Digital River’s involvement in the e-commerce transaction, but many clients in the 1996-97 time frame did not use such vanity URLs.

233. The links that the Digital River SSS provided to Digital River clients also correlated the “host” or dealer website with a “selected commerce object.” For example, for the client Seattle Support Group, a user clicking on the “Online Shopping” link on the client’s home page would receive a second web page offering stock photographs. [DR000039-50].

234. A person of ordinary skill would understand, from a review of the document(s) referenced above, that visitors could click on links on host (client) websites to load a selected commerce object from the outsource provider (Digital River) server.

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**Claim 8 - Element (c), “. . . serving to the visitor computer . . .”**

235. Digital River SSS implemented and used the method of “upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link” as required by Element (c) of Claim 8.

236. Digital River SSS was a system that served e-commerce pages with a look and feel that matched the host website’s look and feel:

“After clicking on the “Buy Button”, the end-user is transferred to a Web store hosted on Digital River’s commerce network server (“CNS”), which replicates the look and feel of the client Web site.” [DR037478- DR037479].

“**Extending your selling environment** Better yet, the entire transaction takes place in the selling environment you’ve created, surrounded by the look and feel of your identity, with your products presented the way you want them presented, with no competition. Your customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There’s no sensation of being suddenly hustled off to another location. Your customers won’t end up at some foreign-looking page where they have to hunt to find your product.”  
*Digital River – Secure Encrypted Software Distribution*, <http://web.archive.org/web/19971221024519/digitalriver.com/Page3.html>; [DR000003-4] (emphasis original).

237. The page served to the visitor computer in response to activation of the link would have content associated with commerce objects:

“**Consistent Look and Feel between Store and Home Site** Customers will have the ability to click a ‘buy button’ from any number of places within www.ea.com and will be linked to a complete store, or a specific product detail page.”  
*Digital River Proposal Summary*, April 29, 1998; [DR000066-72] (emphasis original)

238. A person of ordinary skill in the art would understand, from a review of the document(s) referenced above, that the Digital River SSS provided web pages to the visitor’s browser that used the stored look and feel combined with the commerce object.

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239. Moreover, I have personally inspected the restored Digital River SSS and confirmed that it did, in fact, serve e-commerce supported pages. The restored system is capable of serving web pages for at least five Digital River clients, including web storefronts for DTP Direct, Bitstream, Casady and Greene, Digital Frontiers, and Miramar Systems. My opinion is further supported by my conversation with Mr. Pichler, who stated that the restored Digital River SSS functions today as it did back in 1996, when he constructed the system.

240. Since the home pages of at least some of the 1996 Digital River clients are still available for viewing via www.archive.org, it is possible to compare the look and feel of the host web pages to the look and feel of the corresponding pages served by the Digital River SSS server.

241. Additional citations supporting my conclusions regarding the disclosure of Claim 8 in the Digital River SSS, and the other anticipating prior art, is provided in the relevant claim charts.

**D. The Asserted Claims of the '135 Patent are Invalid Over Travelocity Co-Branding**

**I. Claim 8**

242. Assuming DDR's apparent constructions, the Travelocity Co-Branding prior art system included each and every element of Claim 8.

**Claim 8 - Preamble**

243. I have analyzed the prior art in this report assuming that DDR's construction of "merchant" and "outsource provider" and "ecommerce outsource provider" and related terms prevails. Assuming this construction, Travelocity Co-Branding implemented and used the method of "an e-commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages" as required by the preamble to Claim 8.

244. Travelocity Co-Branding was an e-commerce outsourcing solution that provided affiliates with co-branded travel-reservation pages:

"A. Yahoo! operates a search engine and World Wide Web directory under the brand 'Yahoo!'.  
B. SI operates a travel booking engine and interactive Internet travel services through its 'Travelocity' site, located at http://www.travelocity.com (the 'Travelocity Site').  
C. Yahoo! and SI wish to provide Yahoo! users with travel booking services by distributing SI's booking engine on the Yahoo! Site and to advertise and promote SI's interactive Internet travel services, all in accordance with the terms and conditions of this Agreement."  
*Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.*

245. My opinion is supported by my interview with Barry Vandevier, who stated that Travelocity provided e-commerce outsource services for the travel industry to sites including Yahoo!, Compuserve, EarthLink, 7UP, Budget Rent A Car, SpryNet, and many others.

246. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that Travelocity was providing e-commerce pages to the host website's visitors on an outsource basis.

**Claim 8 - Element (a), the "capturing" limitation.**

247. As I explain earlier, when discussing Claim 8 Element (a) in regard to the Saliba '278 prior art, it is apparent that DDR is constraining the "capturing" limitation of Claim 8 in a manner that is inconsistent with the way a person of ordinary skill would understand the claim. I have analyzed the prior art assuming that DDR's construction of "capturing" prevails. Assuming this construction, I conclude that Travelocity also discloses "capturing a look and feel description associated with a host website" as required by Element (a) of Claim 8 as alleged by DDR.

248. Travelocity Co-Branding used a process in which the look and feel of the host website would be captured for use by the e-commerce server:

"This 'look and feel' will include the Yahoo! logo, the background color, and the toolbars."

249. The Look and feel capture includes automatic capture of look and feel elements:

"3.1 Each cobranded page will have the Yahoo! masthead (460 wide by 60 high) in place of the Travelocity logo. The IMG SRC to this masthead will point to the Yahoo! site." See Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000423-428.

250. My opinion is supported by my interview with Barry Vandevier, who stated that Travelocity did its best to capture and match the look and feel of their partner ("affiliate" or "host") sites in order to "keep a common user experience between the partner site and our [Travelocity's] site." Mr. Vandevier stated that he joined Travelocity in June of 1996, about three months after the service launched, and he was aware that partners wanted to match the Travelocity pages to their sites "immediately out of the gate."

251. Travelocity would use various ways to capture elements from the partner sites, including FTP transfer, email transfer, saving elements from within a browser, and mailed CDs. In addition Travelocity would, when appropriate, use iframes (internal frames or "windows" within a web page) to embed advertising or other content from the partner site into the pages served by the Travelocity server. As explained to me by Barry Vandevier, and confirmed to me by my discussion with Ed Tittel, the following code is an example of an iframe being used to embed content from the Yahoo! adserver into an outsource-server page:

```
#### Proc Name: yhoeAdServer
#### Purpose: returns HTML for YHOE ads
#### Author: Barry
#### Date: 7/98
#### Arguments: pgdName - current pgd name that ad is being served on
proc yhoeAdServer {pgdName} {
    global NSAPI_SECURED_BROWSER

    if { $NSAPI_SECURED_BROWSER != "Y" } {
        if {(string range $pgdName 0 3) == "hots"} || {(string range $pgdName 0 3) == "mcht"} } {
            set pageType "hotel"
        } elseif {(string range $pgdName 0 1) == "cars"} || {(string range $pgdName 0 3) == "mccr"} } {
            set pageType "car"
        } else {
            set pageType "air"
        }
    }
}
```

```
set result <IFRAME SRC="http://www.yahoo.com/travel/travelocity/$pageType/"
WIDTH=468 HEIGHT=60 MARGINWIDTH=0 MARGINHEIGHT=0 HSPACE=25
VSPACE=0 FRAMEBORDER=0 SCROLLING=NO>
</IFRAME>
</NOLAYER>
"
append result "<LAYER
SRC="http://www.yahoo.com/travel/travelocity/$pageType/">
</LAYER>
"
}
}
}
tp-tcl-1998/adprocs.inc
```

252. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that Travelocity was capturing the look and feel of the host site.

253. I understand that DDR and/or DDR's experts may assert that alternative methods (in addition to "Method 1" and "Method 2") can also practice the "capturing" limitation of element 8(a) and infringe Claim 8. In the event that DDR identifies any such alternatives, and accuses Defendants' products of infringing Claim 8 by practicing the alternative methods, my analysis and opinions regarding the Travelocity Co-Branding prior art system could change as a result. As such, I reserve the right to supplement my present opinions to take into account any such alternative arguments presented by DDR or its experts regarding the "capturing" limitation.

**Claim 8 - Element (b), "providing the host website with a link . . ."**

254. Travelocity Co-Branding implemented and used the method of "providing the host website with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object" as required by Element (b) of Claim 8.

255. Travelocity Co-Branding was a system in which Travelocity provided affiliates with links to particular commerce objects; these links, when clicked, loaded a page containing information about that commerce object from the outsource web server:

"2.1 Yahoo! Travel Page. Yahoo! shall provide a prominent hyperlink on the Yahoo! Travel Page to the Co-Branded Pages described in Section 2.2. Such hyperlink shall be placed above the fold on the Yahoo! Travel Page."  
Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.

"Purpose:  
To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."  
*Yahoo! Travel Booking Engine - High Level Requirements*, July 14, 1997, last modified on February 18, 1998. See DFNDT000413-422.

256. My opinion is supported by my interview with Barry Vandevier, who stated that partner ("affiliate" or "host") sites would link to specific travel products on pages served by the Travelocity server.

257. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that affiliates could link from their host websites to particular commerce objects on the Travelocity server.

**Claim 8 - Element (c), "...serving to the visitor computer ..."**

258. Travelocity Co-Branding implemented and used the method of "upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link" as required by Element (c) of Claim 8.

259. In the Travelocity Co-Branding system, visitors to a host website could click links on host pages, in response to which the Travelocity server would serve e-commerce pages that had been customized to contain the look and feel of the host site:

"2.2 Co-Branded Pages. SI shall create and serve a series of co-branded pages that guide Yahoo! Site users through the booking process for the Travel Services, at a minimum (the 'Co-Branded Pages')."  
Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.

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"(b) User Interface. The Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! across Yahoo!'s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! shall have the right reasonably to approve the final design of all Co-Branded Pages. Any material changes to the Co-Branded Pages thereafter shall be made upon the mutual agreement of the parties. Yahoo! shall assign one individual to work with SI to ensure that the Co-Branded Pages satisfy Yahoo!'s requirements. Yahoo! will use reasonable best efforts to ensure continuity of Yahoo! personnel involved in the design process. All pages displayed to Yahoo! Site users, other than the Co-Branded Pages, shall conform to the graphical interface utilized by SI, provided however Yahoo! shall have a reasonable right of approval with respect to such interface."  
Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.

260. The following is an example of code used to create a portion of a customized web page, matching look and feel components from the affiliate (host) site, as explained to me by Barry Vandevier and further confirmed to me during my discussion with Ed Tittel:

```
"#Yahoo banner images
"set nc_image(yh1.gif)      "500|64|Yahoo!"

set nc_image(yho_tcy3.gif)  "170|40|Travelocity"
set nc_image(yho_bann.gif)  "285|30|Yahoo! Travel!"

See tp-tcl-1998/footerprocs.inc, lines 58-110:
### Proc Name: yhoeFooter
### Purpose: returns HTML for the footer for Yahoo
### Author: Barry
### Date: 7/98
### Arguments: includeAd
###
proc yhoeFooter {includeAd pgdName hotProfile futureuse3} {
    global PDB System
    # if {[info exists skip_warning]} {
    #     set skip_warning "N"
    # }
    set result ""
    <TABLE BORDER=0 BGCOLOR=""#000033" CELLSPACING=0
    CELLADDING=0 WIDTH=600>
    <TR>
    <TD VALIGN=MIDDLE ALIGN=CENTER>
    <TABLE BORDER=0 CELLSPACING=1 CELLADDING=1 WIDTH=100%>
    <TR>
    "
```

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```
if {[info exists PDB(sv_smls_flag)] && [string toupper $PDB(sv_smls_flag)] == "Y"}
{
    if {[info exists System] && ($System == "Dev" || $System == "Stat" || $System == "Cert")} {
        set profile_URL $PDB(sv_smls_uns_tst_url)
    } else {
        set profile_URL $PDB(sv_smls_sec_tst_url)
    }
    append profile_URL $PDB(sv_smls_yhoe_upd_prof)
}

if { ([info exists PDB(st_guest)] && $PDB(st_guest) != "N") || ([string toupper $hotProfile] != "N") }
{
    if {[info exists PDB(sv_smls_flag)] && [string toupper $PDB(sv_smls_flag)] == "Y"} {
        append result "<TD VALIGN=MIDDLE BGCOLOR=""#a0b8c8"
        ALIGN=CENTER WIDTH=150><A HREF=$profile_URL><B>Account
        Information</B></A></TD>"
    } else {
        append result "<TD VALIGN=MIDDLE BGCOLOR=""#a0b8c8"
        ALIGN=CENTER WIDTH=150><A HREF=[mapURL profmenu.ctl {}]><B>Account
        Information</B></A></TD>"
    }
    } else {
        append result "<TD VALIGN=MIDDLE BGCOLOR=""#a0b8c8"
        ALIGN=CENTER WIDTH=150>Account Information</TD>"
    }
    append result "
    <TD VALIGN=MIDDLE BGCOLOR=""#a0b8c8" ALIGN=CENTER
    WIDTH=150><A HREF=[mapURL gblhelp.ctl
    {pgdName}]><B>Help</B></A></TD>
    <TD VALIGN=MIDDLE BGCOLOR=""#a0b8c8" ALIGN=CENTER
    WIDTH=150><A HREF=[mapURL gblmainmenu.ctl {}]><B>Yahoo!
    Travel</B></A></TD>
    "
    </TR></TABLE></TABLE>
    "
    append result "<CENTER><BR>
    <FONT SIZE=1>Copyright &copy; 1998 Yahoo! Inc. All rights
    reserved.</FONT>
    <BR><FONT SIZE=1>Copyright &copy; 1998 The SABRE Group, Inc. All rights
    reserved.</FONT>
    <BR><FONT SIZE=1>Travelocity is a service mark of an affiliate of The SABRE
    Group, Inc.</FONT>
    <BR>
    </CENTER>"
}
```

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```
if { ![noTablePages $pgdName] } {
    append result "</TD></TABLE><CENTER>"
}
return $result
}"
See tp-tcl-1998/image.inc, lines 407-416.
```

261. The page served to the visitor computer in response to activation of the link would have content associated with commerce objects: i.e., hotel, travel, and car reservations:

"Purpose:  
To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."  
*Yahoo! Travel Booking Engine - High Level Requirements*, July 14, 1997, last modified on February 18, 1998. See DFNDT000413-422.

262. My opinion is supported by my interview with Barry Vandevier, who stated that Travelocity would serve pages containing specific travel products, and that the pages were intended to closely match the look and feel of their partner ("affiliate" or "host") sites in order to "keep a common user experience between the partner site and our [Travelocity's] site."

263. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the four previous paragraphs, that Travelocity was a system in which the outsource server provided web pages to the visitor's browser that used the stored look and feel combined with the commerce object.

264. Additional citations supporting my conclusions regarding the disclosure of Claim 8 in Travelocity, and the other anticipating prior art, is provided in the relevant claim charts.

**E. The Asserted Claims of the '135 Patent are Invalid Over Tobin '666**  
**I. Claim 8**

265. Tobin '666 discloses each and every element of Claim 8.

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**Claim 8 - Preamble**

266. Tobin '666 discloses "an e-commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages" as required by the preamble to Claim 8.

267. Tobin '666 discloses an outsource e-commerce service in which a server provided e-commerce support pages to visitors referred by other host sites:

"Although the present invention can be used in many applications which can utilize customization marketing tools unique to client/server communications across variety of communication network structures, the present invention is described in its application to PC Flowers & Gifts, an Internet site providing floral and gift services through Web site pages which are dynamically customized to the requirements of other Internet sites referring clients, i.e., consumers, to the PC Flowers & Gifts Web site pages." Column 5, lines 3-11.

268. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that Tobin '666 discloses a system in which visitors to a host website could click links that would then cause e-commerce support pages to be served from an outsourced e-commerce web server.

**Claim 8 - Element (a), the "capturing" limitation.**

269. As I explain earlier, when discussing Claim 8 Element (a) in regard to the Saliba '278 prior art, it is apparent that DDR is construing the "capturing" limitation of Claim 8 in a manner that is inconsistent with the way a person of ordinary skill would understand the claim. I have analyzed the prior art assuming that DDR's construction of "capturing" prevails. Assuming this construction, I conclude that Tobin '666 inherently discloses "capturing a look and feel description associated with a host website" as required by Element (a) of Claim 8. To the extent it is determined that Tobin '666 does not disclose Element (a) of Claim 8, it would be obvious to combine Tobin '666 with WebWhacker or Saliba, each of which clearly disclose the limitations of Element (a).

270. Tobin '666 discloses that the look and feel from a host website could be captured for use by the outsource server:

"The PC Flowers & Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers & Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.

"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers & Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.

271. In light of the disclosure provided in the paragraphs above, a person of ordinary skill in the art would understand that look and feel elements must at least have been retrieved from the host site by some method. To the extent that Tobin '666 does not perform "capturing" as it is construed by DDR, this feature would have been obvious.

272. I understand that DDR and/or DDR's experts may assert that alternative methods (in addition to "Method 1" and "Method 2") can also practice the "capturing" limitation of element 8(a) and infringe Claim 8. In the event that DDR identifies any such alternatives, and accuses Defendants' products of infringing Claim 8 by practicing the alternative methods, my analysis and opinions regarding the Tobin '666 prior art could change as a result. As such, I reserve the right to supplement my present opinions to take into account any such alternative arguments presented by DDR or its experts regarding the "capturing" limitation.

**The Capturing Limitation is Obvious Over Tobin '666 in View of the Additional Prior Art**

273. To the extent that it is argued or determined that Tobin '666 does not disclose Element (a) of Claim 8, it is my opinion that this feature would have been clearly obvious at the

time the '135 Patent was filed, in view of the teachings of any of the WebWhacker, Saliba '278, and/or Aruold '504 prior art.

274. In regards to the DDR Method 1, there is nothing novel about the concept of copying images from one computer location on the Web to another location on the Web. This concept was very familiar to persons of skill in the art in 1998, and had been for five years (since images were first displayed on the Web). That is exactly what image-enabled Web browsers do. When a Web browser loads a Web page that contains images, it uses DDR Method 1: it requests the HTML source code for the page from the Web server; it then reads the code to find what images are required; and it then requests those images from the appropriate servers. The images are then transferred to the Web browser, which saves them in a datastore (commonly known as a *cache*) on a hard drive connected to, or part of, the computer on which the Web browser is running, and then displays the images in the appropriate positions in the Web page. Thus the images displayed in the Web page viewed by the user are in fact *not* coming directly from the Web server, rather they are coming from the computer's hard drive.

275. The concept of using a program to transfer data from one online location to another automatically actually goes back much further than 1998. For example, in the early 1990s various programs were available for use by CompuServe Information Service clients to automatically transfer data from CompuServe to their computers for viewing offline; such data included email messages, forum messages, and files of all kinds, including image files.

276. In regards to the DDR Method 2, the idea of placing the components of a single web-page, such as image files and CSS files, on multiple servers, was not novel, and was well known to those of skill in the art prior to the date of the alleged invention. Such components may be stored on the same server as the web page HTML is stored, or on any other server in the same physical location or another physical location—on the other side of the world, if necessary. In fact, many of the images that one commonly sees as one browses the World Wide Web are

stored on special image-hosting servers, computers physically separate from the computers that are hosting the HTML code<sup>21</sup>. (The concept of dedicated image servers dates to at least 1995.<sup>22</sup>)

277. It is in the very nature of HTML that a Web page can pull images from multiple sources, and indeed this capability was built into HTML right from the beginning of the use of images on Web pages, in 1993.

278. As such, it would have been well within the capabilities of a person of ordinary skill to add the function of "capture" as construed by DDR.

**The Capturing Limitation is Obvious Over Tobin '666 in View of the WebWhacker Prior Art**

279. It would have been obvious to one of ordinary skill in the art to combine the teachings of Tobin '666 with the teachings of WebWhacker, which clearly discloses "capturing a look and feel description associated with a host website," at least as that term is construed by DDR in its infringement contentions regarding Method 1 "capturing."

280. WebWhacker discloses the idea of transferring look and feel, including images, from a host server to another computer for later use. WebWhacker was an early version of what is known as "offline browsers," "offline navigators," or "offline readers," and dates to at the latest early 1996. Offline browsers were used to copy Web pages from the Web to a computer hard drive, so that the user could store a copy for some purpose, or perhaps to read the Web pages later while unable to connect to the Internet; users would sometimes "whack" a site before traveling, so that they would be able to read the site while flying.

281. Offline browsers such as WebWhacker would effectively work like a browser, requesting HTML pages and the referenced images, then storing the text and images in folders on the computer's hard drive. These programs would also have to modify the links in the HTML code, so that the pages would be displayed correctly later; rather than pointing to a particular

<sup>21</sup> A very popular example today is the PhotoBucket service: <http://www.PhotoBucket.com>  
<sup>22</sup> For instance, the Borealis image server, created to protect image copyright: <http://meyerweb.com/eric/talks/www6/705/POSTER705.html>

image's location on another server, the HTML would be modified to point to the same image but in its new location on the computer's hard drive:

"WebWhacker lets users download single Web pages, groups of pages, or entire Web sites, including text and images. The program stores the data on the user's local desktop where the pages are relinked for later browsing offline, according to company officials. The downloaded information can be viewed and navigated locally using any Web browser." CNET, January 4, 1996 [DFNDT0005270] [DFNDT0005270]

282. The description of WebWhacker operation from the CNET article cited above is confirmed by the WebWhacker 2.0 user guide:

"WebWhacker 2.0 enables you to save your favorite Web sites, organize them into categories, and use your favorite web browser to surf the Net offline—with faster loading and no additional online charges. Developed by the ForFront Group, Inc., WebWhacker 2.0 downloads entire Web pages or sites—including text (HTML), images, and other objects—and stores them on your local desktop machine or your company's server. By reducing your dependency on an Internet connection, WebWhacker 2.0 saves you time and money." [Forefront WebWhacker 2.0 for Windows User Guide][DFNDT0005383-5489]; see also [Forefront WebWhacker 2.0 for Mac User Guide, copyright 1995-1996][DFNDT0005280-5382].

283. There would have been motivation to combine Tobin '666 with the WebWhacker prior art in order to solve the problem described by Richard Anderson in his deposition; leaving image files on the host servers could lead to slow delivery of and missing images in the web pages served by the outsource server [Anderson, Tr., 172:6 – 172:20].

284. Accordingly, when confronted with problems caused by leaving image files on the host servers, one of ordinary skill in the art would have been motivated to automatically retrieve and store images on the outsource server, combining Tobin '666 prior art with the WebWhacker prior art, thus creating an outsourcing process meeting the limitations of Element (a) of Claim 8, as construed by DDR's Method 1.

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#### The Capturing Limitation is Obvious Over Tobin '666 in View of the Saliba Prior Art

285. Additionally, it would have been obvious to one of ordinary skill in the art to combine the teachings of Tobin '666 with the teachings of Saliba '278, which clearly discloses "capturing a look and feel description associated with a host website", at least as that term is construed by DDR in its infringement contentions regarding Method 1 "capturing."

286. Saliba '278 discloses a financial service center, which runs a "branding software module." This module "extracts the branding indicia passed from the bank and uses it to create a Web page that appears like the bank's own Web pages." [Saliba '278 ¶ 0051]. A person of ordinary skill in the art would understand that the branding indicia are a form of "look and feel description" and that the branding software module acts to capture these branding indicia.

287. As I discussed above, one of ordinary skill in the art of e-commerce and affiliate marketing would have known of and considered the teachings of Saliba '278 as within the scope of the art. There would have been motivation to combine Tobin '666 with the Saliba '278 prior art in order to solve the problem discussed earlier related to leaving image files on the host servers. When confronted with these problems, one of ordinary skill in the art would have been motivated to combine Tobin '666 prior art with the Saliba '278 prior art in order to arrive at the alleged invention recited in Element (a) of Claim 8, as construed by DDR's Method 1.

288. Additional documents and testimony supporting my opinion regarding Claim 8 as compared with the disclosures of the Tobin '666 and Saliba '278 prior art are included in the claim chart attached as Exhibit 17A and 31A to this report.

#### Claim 8 - Element (b), "providing the host website with a link . . ."

289. Tobin '666 discloses "providing the host website with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object" as required by Element (b) of Claim 8.

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290. Tobin '666 discloses that affiliate websites can link to the outsource server, and that when a visitor clicks on the links a page containing a particular e-commerce object will be served by the outsource server:

"The Web site page 21A0 includes a hypertext link 21A1 to a Homearts' Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers & Gifts Web site pages depicted in FIGS. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements. FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers & Gifts Web site pages depicted in FIGS. 1C-10." Column 9, lines 56-65; FIGs. 21A-C.

291. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that Tobin '666 teaches that affiliates would place links in their host sites, linking to specific commerce objects on the outsource server.

#### Claim 8 - Element (c), ". . . serving to the visitor computer . . ."

292. Tobin '666 discloses "upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link" as required by Element (c) of Claim 8.

293. Tobin '666 discloses that when a visitor to a host site clicks on a link, the outsource server sends a page that has been customized with the host site's look and feel:

"The PC Flowers & Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers & Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.

"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers & Gifts Web site pages, available through a hypertext link from a Homearts Web

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site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.

294. The visitor computer is served an e-commerce supported page with content based on the commerce object associated with the provided link. For example, link 21B1 on the host website shown in FIG. 21B links to the website shown in FIG. 21C. The website shown in FIG. 21C includes the selected commerce object (e.g., an electronic catalog of links to product categories (e.g., links 103-106)) sold at the HomeArts Flower & Gifts website).

295. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the two previous paragraphs, that Tobin '666 discloses a system in which the outsource server is providing a web page to the visitor's browser that uses the stored look and feel combined with the commerce object.

296. Additional citations supporting my conclusions regarding the disclosure of Claim 8 in Tobin '666, and the other anticipating prior art, is provided in the relevant claim charts.

#### F. The Asserted Claims of the '135 Patent are Invalid Over TravelNow I. Claim 8

297. The TravelNow prior art system included each and every element of Claim 8.

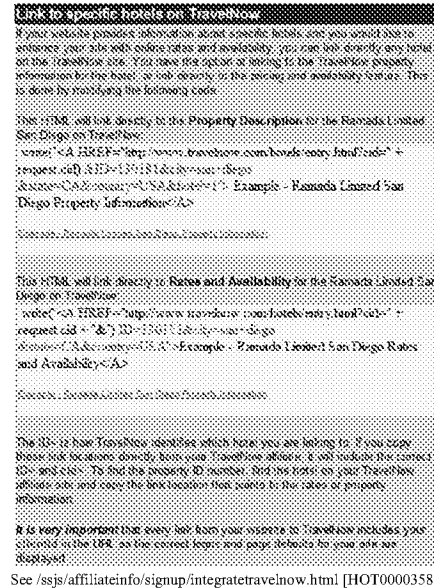
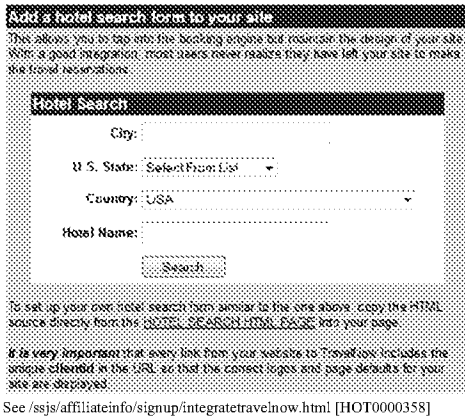
#### Claim 8 - Preamble

298. TravelNow implemented and used the method of "an e-commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages" as required by the preamble to Claim 8.

299. The TravelNow system was an e-commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages:

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300. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that TravelNow was providing e-commerce services to affiliates on an outsource basis.

**Claim 8 - Element (a), the "capturing" limitation.**

301. As I explain earlier, when discussing Claim 8 Element (a) in regard to the Saliba '278 prior art, it is apparent that DDR is construing the "capturing" limitation of Claim 8 in a manner that is inconsistent with the way a person of ordinary skill would understand the claim. I

have thus analyzed the prior art assuming that DDR's construction of "capturing" prevails. Assuming this construction, I conclude that TravelNow also discloses "capturing a look and feel description associated with a host website" as required by Element (a) of Claim 8, at least according to DDR's allegations regarding "Method 1" of the "capturing" limitation.

302. TravelNow implemented and used the method of that the system captured look and feel descriptions from the host website:

"It is very important that every link from your website to TravelNow includes your clientid in the URL so that the correct logos and page defaults for your site are displayed."

"Add a hotel search form to your site  
 This allows you to tap into the booking engine but maintain the design of your site. With a good integration, most users never realize they have left your site to make the travel reservations."  
 See /sjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

303. An additional statement was "commented out" in the source document; that is, visible in the source code, but not to a user viewing the document in a browser, indicating that it had been visible at an earlier date, and had been commented out later to remove it from view. Christopher Lynch informed me that the code that had been commented out in these files represents code that had been previously used, but is no longer being used. The statement reads:

"TravelNow has a co-branding option that allows you to develop a custom interface to the TravelNow booking engine using your own logos, backgrounds and font properties. For more information, please contact Billy Anderson at [billya@travelnow.com](mailto:billya@travelnow.com)"  
 See /sjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

304. TravelNow also discloses code that shows how the "clone" data was stored in variables from where the data would be retrieved by other functions in the code. See [sjs/hotels/hotavail.html](#). [HOT0000358]

305. It is my understanding that TravelNow employees would, at times, retrieve the look and feel elements by visiting the home page of a client much like I discussed above with respect to Digital River SSS. Employees could do this retrieval by right-clicking on the page and

saving each individual look and feel element or using other computer tools to retrieve the elements from the host site. It is my understanding that DDR is applying Method 1 in a broad manner to some accused systems that retrieve the look and feel elements using computer tools that are not completely automatic. Under DDR's application of Method 1, TravelNow performs capturing under Method 1.

306. In addition, I have reviewed Christopher Lynch's deposition where he was asked "So I just want to understand, make sure I understand. In the TravelNow platform, an affiliate could – are you testifying – could have sent you an HTML code to appear in the header of their affiliate site that you would then save and at the time of rendering the Java script would then cause to be inserted and placed as the header on the site that gets served? Is that right?" Christopher Lynch answered Yes. [Lynch, Tr., 35:14 – 35:22]

307. Therefore, a person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that TravelNow was capturing the look and feel from the host website, as the limitation is apparently construed by DDR.

308. I understand that DDR and/or DDR's experts may assert that alternative methods (in addition to "Method 1" and "Method 2") can also practice the "capturing" limitation of element 8(a) and infringe Claim 8. In the event that DDR identifies any such alternatives, and accuses Defendants' products of infringing Claim 8 by practicing the alternative methods, my analysis and opinions regarding the Travelnow.com prior art system could change as a result. As such, I reserve the right to supplement my present opinions to take into account any such alternative arguments presented by DDR or its experts regarding the "capturing" limitation.

**The Capturing Limitation is Obvious Over TravelNow in View of the Additional Prior Art**

309. To the extent that it is argued or determined that TravelNow does not disclose Element (a) of Claim 8, it is my opinion that this feature would have been clearly obvious at the

time the '135 Patent was filed, in view of the teachings of any of the WebWhacker, Saliba '278, and/or Aruold '504 prior art.

310. In regards to the DDR Method 1, there is nothing novel about the concept of copying images from one computer location on the Web to another location on the Web. This concept was very familiar to persons of skill in the art in 1998, and had been for five years (since images were first displayed on the Web). That is exactly what image-enabled Web browsers do. When a Web browser loads a Web page that contains images, it uses DDR Method 1: it requests the HTML source code for the page from the Web server; it then reads the code to find what images are required; and it then requests those images from the appropriate servers. The images are then transferred to the Web browser, which saves them in a datastore (commonly known as a *cache*) on a hard drive connected to, or part of, the computer on which the Web browser is running, and then displays the images in the appropriate positions in the Web page. Thus the images displayed in the Web page viewed by the user are in fact *not* coming directly from the Web server, rather they are coming from the computer's hard drive.

311. The concept of using a program to transfer data from one online location to another automatically actually goes back much further than 1998. For example, in the early 1990s various programs were available for use by Compuserve Information Service clients to automatically transfer data from Compuserve to their computers for viewing offline; such data included email messages, forum messages, and files of all kinds, including image files.

312. In regards to the DDR Method 2, the idea of placing the components of a single web page, such as image files and CSS files, on multiple servers, was not novel, and was well known to those of skill in the art prior to the date of the alleged invention. Such components may be stored on the same server as the web page HTML is stored, or on any other server in the same physical location or another physical location—on the other side of the world, if necessary. In fact, many of the images that one commonly sees as one browses the World Wide Web are

stored on special image-hosting servers, computers physically separate from the computers that are hosting the HTML code<sup>23</sup>. (The concept of dedicated image servers dates to at least 1995.<sup>24</sup>)

313. It is in the very nature of HTML that a Web page can pull images from multiple sources, and indeed this capability was built into HTML right from the beginning of the use of images on Web pages, in 1993.

314. As such, it would have been well within the capabilities of a person of ordinary skill to add the function of "capture" as construed by DDR.

#### The Capturing Limitation is Obvious Over TravelNow in View of the WebWhacker Prior Art

315. It would have been obvious to one of ordinary skill in the art to combine the teachings of TravelNow with the teachings of WebWhacker, which clearly discloses "capturing a look and feel description associated with a host website," at least as that term is construed by DDR in its infringement contentions regarding Method 1 "capturing."

316. WebWhacker discloses the idea of transferring look and feel, including images, from a host server to another computer for later use. WebWhacker was an early version of what is known as "offline browsers," "offline navigators," or "offline readers," and dates to at the latest early 1996. Offline browsers were used to copy Web pages from the Web to a computer hard drive, so that the user could store a copy for some purpose, or perhaps to read the Web pages later while unable to connect to the Internet; users would sometimes "whack" a site before traveling, so that they would be able to read the site while flying.

317. Offline browsers such as WebWhacker would effectively work like a browser, requesting HTML pages and the referenced images, then storing the text and images in folders on the computer's hard drive. These programs would also have to modify the links in the HTML code, so that the pages would be displayed correctly later; rather than pointing to a particular

<sup>23</sup> A very popular example today is the PhotoBucket service: <http://www.PhotoBucket.com/>  
<sup>24</sup> For instance, the Borealis image server, created to protect image copyright: <http://meyerweb.com/eric/talks/www6/705/POSTER705.html>

image's location on another server, the HTML would be modified to point to the same image but in its new location on the computer's hard drive:

"WebWhacker lets users download single Web pages, groups of pages, or entire Web sites, including text and images. The program stores the data on the user's local desktop where the pages are relinked for later browsing offline, according to company officials. The downloaded information can be viewed and navigated locally using any Web browser." CNET, January 4, 1996 [DFNDT0005270] [DFNDT0005270]

318. The description of WebWhacker operation from the CNET article cited above is confirmed by the WebWhacker 2.0 user guide:

"WebWhacker 2.0 enables you to save your favorite Web sites, organize them into categories, and use your favorite web browser to surf the Net offline—with faster loading and no additional online charges. Developed by the ForeFront Group, Inc., WebWhacker 2.0 downloads entire Web pages or sites—including text (HTML), images, and other objects—and stores them on your local desktop machine or your company's server. By reducing your dependency on an Internet connection, WebWhacker 2.0 saves you time and money." [Forefront WebWhacker 2.0 for Windows User Guide][DFNDT0005383-5489]; *see also* [Forefront WebWhacker 2.0 for Mac User Guide, copyright 1995-1996][DFNDT0005280-5382].

319. There would have been motivation to combine TravelNow with the WebWhacker prior art in order to solve the problem described by Richard Anderson in his deposition; leaving image files on the host servers could lead to slow delivery of and missing images in the web pages served by the outsource server [Anderson, Tr., 172:6 – 172:20].

320. Accordingly, when confronted with problems caused by leaving image files on the host servers, one of ordinary skill in the art would have been motivated to automatically retrieve and store images on the outsource server, combining TravelNow prior art with the WebWhacker prior art, thus creating an outsourcing process meeting the limitations of Element (a) of Claim 8, as construed by DDR's Method 1.

#### The Capturing Limitation is Obvious Over TravelNow in View of the Saliba Prior Art

321. Additionally, it would have been obvious to one of ordinary skill in the art to combine the teachings of TravelNow with the teachings of Saliba '278, which clearly discloses "capturing a look and feel description associated with a host website", at least as that term is construed by DDR in its infringement contentions regarding Method 1 "capturing."

322. Saliba '278 discloses a financial service center, which runs a "branding software module." This module "extracts the branding indicia passed from the bank and uses it to create a Web page that appears like the bank's own Web pages." [Saliba '278 ¶ 0051]. A person of ordinary skill in the art would understand that the branding indicia are a form of "look and feel description" and that the branding software module acts to capture these branding indicia.

323. As I discussed above, one of ordinary skill in the art of e-commerce and affiliate marketing would have known of and considered the teachings of Saliba '278 as within the scope of the art. There would have been motivation to combine TravelNow with the Saliba '278 prior art in order to solve the problem discussed earlier related to leaving image files on the host servers. When confronted with these problems, one of ordinary skill in the art would have been motivated to combine TravelNow prior art with the Saliba '278 prior art in order to arrive at the alleged invention recited in Element (a) of Claim 8, as construed by DDR's Method 1.

324. Additional documents and testimony supporting my opinion regarding Claim 8 as compared with the disclosures of the TravelNow and Saliba '278 prior art are included in the claim charts attached as Exhibit 14A and 9A to this report.

#### Claim 8 - Element (b), "providing the host website with a link . . ."

325. TravelNow implemented and used the method of "providing the host website with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object" as required by Element (b) of Claim 8.

326. The TravelNow system provided the host website (the affiliate) with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object, such as a hotel or a group of hotels:

"How does TravelNow track reservations?  
When you sign up for the affiliate program, a unique URL will be assigned for you to use when linking to TravelNow. This unique URL identifies traffic from your website so you receive credit when a reservation is made."  
See /ssjs/affiliateinfo/signup/index.html [HOT0000358]

327. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that affiliates would place links on their host sites, pointing to the TravelNow server; when a visitor clicked a link, the TravelNow server would serve a web page containing the commerce object to the visitor's browser.

**Claim 8 - Element (c), ". . . serving to the visitor computer . . ."**

328. TravelNow implemented and used the method of "upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link" as required by Element (c) of Claim 8.

329. TravelNow pages being sent to the visitor's browser would use the look and feel of the original website:

"Our affiliate program is getting better and we are now paying up to 50% of the collected revenue to our affiliate partners. I would like keep you up-to-date on the new options we will soon be adding to the affiliate program: such as revenue sharing on car rental, international airfare, page customizations, as well as co-branding. Please visit our new affiliate information page at <http://www.travelnow.com/affiliateinfo>"  
See /ssjs/tn/aff/ra\_message.html [HOT0000358]

"Add a hotel search form to your site  
This allows you to tap into the booking engine but maintain the design of your site. With a good integration, most users never realize they have left your site to make the travel reservations."

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See /ssjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

330. An additional statement was "commented out" in the source document; that is, visible in the source code, but not to a user viewing the document in a browser, possibly indicating that it had been visible at an earlier date, and had been commented out later to remove it from view. In fact Christopher Lynch informed me that the code that had been commented out in these files represents code that had been previously used, but is no longer being used. The statement reads:

"TravelNow has a co-branding option that allows you to develop a custom interface to the TravelNow booking engine using your own logos, backgrounds and font properties. For more information, please contact Billy Anderson at [billya@travelnow.com](mailto:billya@travelnow.com)"  
See /ssjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

331. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraphs, that the TravelNow server provided web pages to the visitor's browser that used the stored look and feel combined with the commerce object.

332. Additional citations supporting my conclusions regarding the disclosure of Claim 8 in TravelNow, and the other anticipating prior art, is provided in the relevant claim charts.

#### XIV. The Asserted Claims of the '572 Patent are Invalid over the Prior Art

333. In my opinion, each of the Asserted Claims (Claims 13, 17, 20, 21, and 23), of the '572 Patent are invalid either as anticipated under 35 U.S.C. §102, or as obvious under 35 U.S.C. §103. A summary chart which indicates the anticipatory prior art and obvious combinations of references which invalidate the '572 Patent is included as Exhibit 16 to this report.

334. Additional details related to my conclusions of invalidity are discussed below and are further supported by the claim charts included as Exhibits 9B, 10B, 11B, 12B, 13B, and 14B to this report.

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335. Claim 13 recites as follows:

13. An e-commerce outsourcing system comprising:  
a) a data store including a look and feel description associated with a host web page having a link correlated with a commerce object; and  
b) a computer processor coupled to the data store and in communication through the Internet with the host web page and programmed, upon receiving an indication that the link has been activated by a visitor computer in Internet communication with the host web page, to serve a composite web page to the visitor computer wit (sic) a look and feel based on the look and feel description in the data store and with content based on the commerce object associated wit (sic) the link.

336. Claim 17 recites as follows:

17. An e-commerce outsourcing process comprising the steps of:  
a) storing a look and feel description associated with a first website in a data store associated with a second website;  
b) including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and  
c) upon receiving an activation of the link from a visitor computer to which the web page has been served, sewing (sic) to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link.

337. Claim 20 recites as follows:

20. The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.

338. Claim 21 recites as follows:

21. The process of claim 17 wherein the look and feel description comprises data defining:  
a) a logo associated with and displayed on at least some of the web pages of the first website;  
b) a color scheme used on at least some of the web pages of the first website;  
c) a page layout used on at least some of the web pages of the first website; and  
d) navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.

339. Claim 23 recites as follows:

23. The process of claim 17 wherein the commerce object is a set of product categories and further comprising accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories.

340. Based on my analysis, if Claims 13, 17, 20, 21, and 23 of the '572 Patent are interpreted in the manner apparently advocated by DDR in its Amended Infringement

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Contentions, then these claims are invalid as anticipated by at least the following prior art: Saliba Published Patent Application; SexToy Prior Art; Digital River Secure Sales System; the Travelocity Co-Branding Prior Art; Tobin - U.S. Patent 6,141,666; and the TravelNow Prior Art (collectively "the Anticipating Prior Art"). Each of these prior art systems and publications include or disclose every limitation of these claims, as construed by DDR. In addition, as specifically discussed below, certain claims are invalid as obvious over combinations of prior art. The specific features and disclosure of the prior art corresponding to each limitation of Claims 8, 13, 17, 20, 21 and 23 are set forth in detail in the claim charts accompanying this report. These claim charts constitute an integral part of this report and are incorporated herein by reference. In addition to the claim charts, I discuss several important aspects of my analysis as it relates to specific limitations of these claims in the following paragraphs.

#### A: The Asserted Claims of the '572 Patent are Invalid Over Saliba '278

##### 1. Claim 13

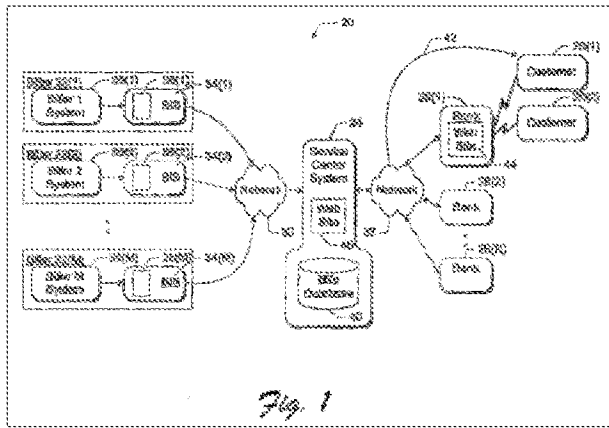
341. Saliba '278 discloses each and every element of Claim 13.

##### Claim 13 - Preamble

342. Saliba '278 discloses "An e-commerce outsourcing system" as required by the preamble to Claim 13. Figure 1 from Saliba illustrates the system:

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343. As shown in Figure 1, Saliba '278 discloses a three party e-commerce system including multiple Bank (host) websites, multiple Billers (merchants), and a "Service Center System" (outsourced provider).

344. Saliba '278 discloses an outsourced process in which certain information, "such as the customer's personal billing statements that are collected from a variety of different billers (e.g., phone bill, gas bill, cable TV bill, etc.);" [Saliba '278 ¶ 0009] may be provided to a financial-services customer from a server other than the one operated by the financial-services firm: "The server 110 provides a new HTML page showing the billing statement." [Saliba '278 ¶ 0065]

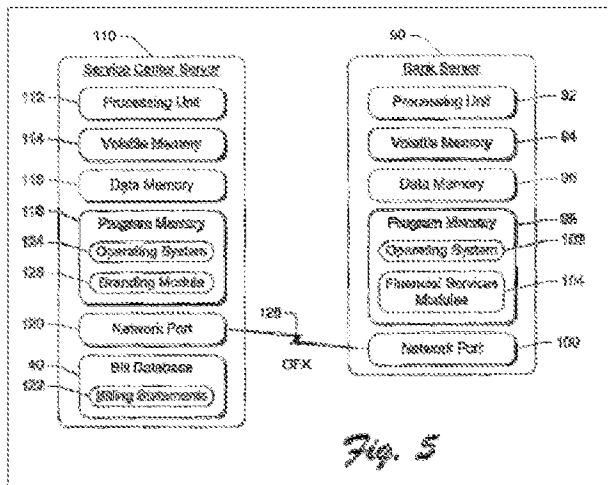
345. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraphs, that the service provided by Saliba '278 was an e-commerce outsourcing system.

**Claim 13 - Element (a), the "data store" limitation.**

346. Saliba '278 discloses "a data store including a look and feel description associated with a host web page having a link correlated with a commerce object" as required by Element (a) of Claim 13.

347. Saliba '278 discloses "The home page 50 includes various branding indicia, such as the bank's name and logo 52 and the bank's address 54. In addition, the branding indicia might comprise a particular format or stylistic schema, background color or texture, slogans, and so forth." [Saliba '278 ¶ 0038] A person of ordinary skill would understand that these branding indicia would be a "look and feel description" associated with a host webpage; at least as that limitation has been asserted by DDR.

348. Saliba '278 discloses that the host webpage branding indicia are stored in a "data store," as illustrated at Fig. 5 of Saliba '278:



349. As explained in Saliba'278, "The server center's server 110 has a processing unit 112, a volatile memory 114 (e.g., RAM), a non-volatile data memory 116 (e.g., disk drive, etc.), a non-volatile program memory 118 (e.g., ROM, disk drive, CD-ROM, etc.), a network port 120 (e.g., modem, network card, ISDN connection, etc.), and a non-volatile bills database 40." [¶0049]

350. A person of ordinary skill in the art would understand that the non-volatile memory 116 in the service center server 110, is a "data store" for storing a look and feel associated with the host web page. It would also be understood that the billing statements 122 are commerce objects correlated with the link from the host (bank) webpage.

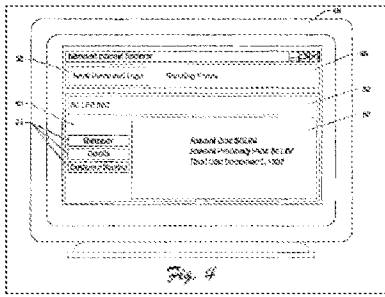
**Claim 13 - Element (b), "to serve a composite web page to the visitor..."**

351. Saliba '278 discloses "a computer processor coupled to the data store and in communication through the Internet with the host web page and programmed, upon receiving an indication that the link has been activated by a visitor computer in Internet communication with the host web page, to serve a composite web page to the visitor computer with (sic) a look and feel based on the look and feel description in the data store and with content based on the commerce object associated with (sic) the link" as required by Element (b) of Claim 13.

352. Saliba '278 discloses a system in which a visitor clicks a link on a host website and is served a page from the outsource web server with a look and feel that is based on the stored look and feel:

"FIG. 3 shows an exemplary new Web page 70, which displays the billing data as it is rendered on a customer's home computer monitor 48. The Web page 70 presents a list 72 of the customer's bills. The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have been provided by the bank's Web site 44, while the identity of the service center 24 is veiled, to lead the customer to believe that the billing data is provided by the financial institution rather than the service center. [Saliba '278 ¶ 0041.]

353. Figure 4 from Saliba '278 illustrates the composite webpage, served from the service center server.



As shown in Figure 4, the composite webpage has a look and feel based on the host (bank) webpage (i.e. - branding indicia) and has content based on the commerce object (i.e. - billing information from the third-party biller.)

354. A person of ordinary skill in the art would understand, that Saliba '278 is describing a system in which the outsource server is providing a web page to the visitor's browser that uses the stored look and feel combined with the commerce object.

355. Thus, in my opinion, Claim 13 of the '572 Patent is invalid as anticipated by Saliba '278. Additional details supporting my opinion regarding the Saliba prior art reference are included in the claim charts provided as Exhibit 9B to this report.

**The Limitation is Obvious Over Saliba in View of the Digital River SSS Prior Art**

356. To the extent it is determined that Saliba '278 does not anticipate Claim 13, it is my opinion that Claim 13 would be obvious over Saliba '278 in view of at least the Digital River SSS prior art. Both Saliba '278 and Digital River SSS disclose 3-party e-commerce outsourcing systems for the delivery of primarily digital information (i.e. - digital "commerce objects.") It thus would have been obvious to a person of ordinary skill to combine the various

features disclosed in these prior art systems. As I discussed above, one of ordinary skill in the art of e-commerce and affiliate marketing would have known of and considered the teachings of Saliba '278 as within the scope of the art. There is motivation to combine Saliba '278 and Digital River SSS because they are both related to e-commerce outsourcing processes for selling products over the Internet and thus are in the same field of endeavor. Saliba '278 discloses an electronic financial system for providing financial services over the Internet has multiple billers, a service center, and multiple financial institutions. See Saliba '278 at Abstract. The Digital River SSS brought together manufacturers and dealers enabling them to sell and deliver products via the Internet through vendor websites. See Exhibit 11B. Both Saliba '278 and Digital River SSS disclose electronic commerce systems that are directed to offering commerce objects over the Internet.

**2. Claim 17**

357. Saliba '278 discloses each and every element of Claim 17.

**Claim 17 - Preamble**

358. Saliba '278 discloses "An e-commerce outsourcing process" as required by the preamble to Claim 17.

359. Saliba '278 discloses an outsourced process in which certain information, "such as the customer's personal billing statements that are collected from a variety of different billers (e.g., phone bill, gas bill, cable TV bill, etc.)" [Saliba '278 ¶ 0009] may be provided to a financial-services customer from a server other than the one operated by the financial-services firm: "The server 110 provides a new HTML page showing the billing statement." [Saliba '278 ¶ 0065]

360. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the server "other than the one operated by the financial-services firm" was a server used for the purposes of an e-commerce outsourcing process.

**Claim 17 – Element (a): "...storing a look and feel description..."**

361. Saliba '278 discloses "storing a look and feel description associated with a first website in a data store associated with a second website" as required by Element (a) of Claim 17.

362. Saliba '278 discloses "The home page 50 includes various branding indicia, such as the bank's name and logo 52 and the bank's address 54. In addition, the branding indicia might comprise a particular format or stylistic schema, background color or texture, slogans, and so forth." [Saliba '278 ¶ 0038.]

363. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that Saliba's disclosure of including branding indicia was storing the look and feel associated with the first site.

364. To the extent this limitation is found not to be disclosed in Saliba '278, Element 17(a) would be obvious over at least the combination of Saliba and the Tobin '666 reference.

365. Tobin '666 clearly discloses storing a look and feel description associated with a first website in a data store associated with a second website:

"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." [Tobin, '666 at 12:47-51]

"The system presents HTML documents which contain hypertext links, presented as single links or image maps, e.g., grouped links, which are anchored to data that is dynamically retrieved by the database means in response to the particular class to which the client belongs to, e.g., based on the identity of the network site referring the client to the system's server." [Tobin, '666 at 3:23-32]

366. As such, it is my opinion that Element (a) of Claim 17 is also invalid as obvious over at least the combination of Saliba and Tobin, '666.

**Claim 17 – Element (b): "...a link correlating the web page..."**

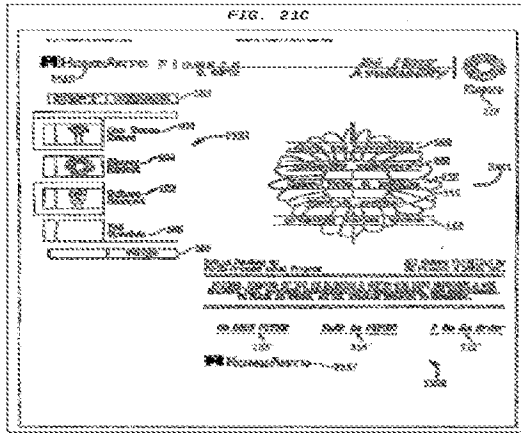
367. Saliba '278 discloses "including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object" as required by Element (b) of Claim 17.

368. Saliba '278 discloses a system in which a visitor clicks a link on a first website and is served a page from the outsource web server with a look and feel that is based on the stored look and feel: "FIG. 3 shows an exemplary new Web page 70, which displays the billing data as it is rendered on a customer's home computer monitor 48. The Web page 70 presents a list 72 of the customer's bills. The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have been provided by the bank's Web site 44, while the identity of the service center 24 is veiled, to lead the customer to believe that the billing data is provided by the financial institution rather than the service center. [Saliba '278 ¶ 0041.] A person of ordinary skill would understand that the billing data or list of a customer's bills are "commerce objects."

369. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the server disclosed by Saliba '278 was placing commerce objects into web pages that had a look and feel corresponding to the stored look and feel.

370. To the extent this limitation is found not to be disclosed in Saliba '278, element 17(b) would be obvious over at least the combination of Saliba and Tobin '666.

371. Tobin '666 clearly discloses including within the first website a link correlating the webpage with a commerce object. This link is illustrated in Figures 21B and 21C from Tobin '666, reproduced below:



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372. As shown above, for example, link 21B1 on the host website shown in FIG. 21B links to the website shown in FIG. 21C. The website shown in FIG. 21C includes the selected commerce object (e.g., an electronic catalog of links to product categories (e.g., links 103-106) sold at the HomeArts Flower & Gifts website).

373. As such, it is my opinion that Element (b) of Claim 17 is also invalid as obvious over at least the combination of Saliba and Tobin, '666.

**Claim 17 – Element (c): "...web page having a look and feel..."**

374. Saliba '278 discloses "upon receiving an activation of the link from a visitor computer to which the web page has been served, sewing (sic) to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link" as required by Element (c) of Claim 17.

375. Saliba '278 discloses a system in which a visitor clicks a link on a first website and is served a page from the outsource web server with a look and feel that is based on the stored look and feel: "FIG. 3 shows an exemplary new Web page 70, which displays the billing data as it is rendered on a customer's home computer monitor 48. The Web page 70 presents a list 72 of the customer's bills. The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have been provided by the bank's Web site 44, while the identity of the service center 24 is veiled, to lead the customer to believe that the billing data is provided by the financial institution rather than the service center. [Saliba '278 ¶ 0041.] A person of ordinary skill would understand that the billing data or list of a customer's bills are "commerce objects."

376. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that Saliba '278 describes an outsource

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service that displays web pages, using the stored look and feel, in response to a link activation by a visitor on the first website.

377. Thus, in my opinion, Claim 17 of the '572 Patent is invalid as anticipated by Saliba. Additional details supporting my opinion regarding the Saliba prior art reference are included in the claim charts provided as Exhibit 9B to this report.

**The Limitation is Obvious Over Saliba in View of the Tobin '666 Prior Art**

378. To the extent it is determined that Saliba does not anticipate Claim 17, it is my opinion that Claim 17 would be obvious over Saliba in view of at least the Tobin '666 prior art. It would be easily within the capabilities of a person of ordinary skill to combine the features of Saliba's financial services outsourcing system with the e-commerce affiliate marketing system for gifts and flowers described in Tobin '666 [See Exhibit 13B]. Although the two systems are directed to different segments of the consumer market, each system is based on a third party "outsource provider" facilitating the marketing and delivery of products to an online consumer. As such, it would have been obvious to a person of ordinary skill to combine the various features disclosed in these prior art systems.

**3. Claim 20**

379. Saliba '278 discloses each and every element of Claim 20.

380. Saliba '278 discloses "The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website" as required by Claim 20.

381. I understand that the court has construed *link* as follows:

"A hypertext, text, banner, logo, graphic, or other element that permits a user to navigate from one web location to another web location by activating that element."

382. Saliba discloses a "return URL" which would be a navigational link:

"the service center 110 returns the customer to the bank server 90 via the return URL for the bank (step 150)"  
¶0066

"In addition, the billing statement may contain other items, such as embedded hyperlinks, executable code, and pop-up dialog boxes, which provide additional design flexibility and customization. The biller can essentially create any aesthetics, organization, and detail that it prefers."  
¶0045  
See also: Saliba ¶¶ 0045; 0059; 0061; 0066; Claim 11; Claim 20; Fig. 6

383. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that Saliba discloses a set of navigational links back to the host website.

**The Limitation is Obvious Over Saliba in View of the SexToy Prior Art**

384. However, to the extent that a "set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website" is argued or found to be not adequately disclosed in Saliba, it would have been obvious to one of ordinary skill in the art to combine the teachings of Saliba with the teachings of the SexToy prior art, which clearly discloses presenting to visitors multiple navigational links back to the host site.

385. SexToy implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website."

386. Accordingly, when confronted with the problem of presenting multiple navigational links back to the host site to site visitors, one of ordinary skill in the art would have been motivated to consider the technique taught by SexToy, and to combine such teachings with the teachings of Saliba to arrive at the alleged invention recited in Claim 20.

387. This motivation would have existed at least because, at the time of the priority date for the asserted patents, the integration of affiliate site and outsource servers was becoming

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more common and more competitive, so it was in the interest of an outsource provider to provide affiliates with more sophisticated features. David Levine testified that as soon as he began working with affiliates in 1996, there was a demand for the ability to customize the affiliate pages served by the outsource server, to match their host sites' look and feel, and that he felt that such customization was a "selling feature of the program." [Levine, Tr., 39:18 – 41:2] Levine also testified that he "advertised or marketed to the fact that you could put links back to your site, to other sites, images, banners, whatever you want." [Levine, Tr., 35:14 – 35:19].

388. Furthermore, the concept of multiple links on web pages was very well established by 1998; in fact, multiple linking between pages dates to the very beginning of the World Wide Web in August of 1991. Indeed the very purpose of the World Wide Web was to provide for links between documents so that viewers could quickly and easily move from one document to another. There was never any limitation on the number of links on a page.

389. As such, it is my opinion that Claim 20 is obvious over the combination of the Saliba prior art and the SexToy prior art.

**The Limitation is Obvious Over Saliba in View of the Tobin '666 Prior Art**

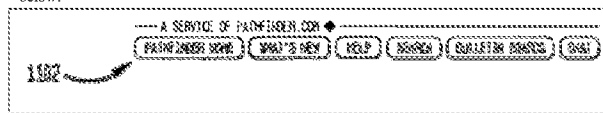
390. In addition, the Tobin '666 reference clearly discloses a system wherein the "look and feel description" includes multiple navigational links, each of which link to a specific page of the first website, as required by Claim 20.

391. As explained in Tobin '666 with respect to Fig. 11C:

"In addition, the client's familiarity with the marketing partner's brand is reinforced through the retention of the marketing partner's navigational features via the hypertext link grouping 1102. The modified header 1116 with the pathfinder co-brand 1116' is shown on Web site pages 1200, 1300, 1400, 1500, 1600, 1700, 1800, 1900 and 2000. In addition, the navigational features 1102 of the marketing partner is utilized on Web site pages 1800 and 1900." [Tobin, '666 at 9:22-30]

392. A person of ordinary skill would understand that Fig. 11C illustrates a webpage 1100, with look and feel elements including a set of navigational links to a specific page of the

first website (i.e. - the "pathfinder.com" website.) The bottom portion of Fig. 11C is reproduced below:



393. As shown above, the navigational features 1102 included separate links to specific pages of the first website, i.e. "pathfinder home," "what's new," "help," "search," "bulletin boards" and "chat."

394. It would be obvious to combine Saliba's financial services e-commerce outsourcing system with the multiple navigational links feature disclosed in Tobin '666. Implementing such an improvement would have been easily within the abilities of a person of ordinary skill in 1998. Moreover, a person of ordinary skill would have been motivated to combine these references, because the addition of multiple links back to the first website would have been one of a small number of obvious solutions to the problem of enabling a consumer to easily navigate from a shopping page back to other related pages of interest on the referring website.

395. As such, it is my opinion that Claim 20 is also invalid as obvious over at least the additional combination of Saliba and Tobin, '666.

**4. Claim 21**

396. Saliba '278 discloses each and every element of Claim 21.

**Claim 21 - Element (a), the "...logo..." limitation**

397. Saliba '278 discloses "The process of claim 17 wherein the look and feel description comprises data defining a logo associated with and displayed on at least some of the web pages of the first website" as required by Element (a) of Claim 21.

398. Saliba '278 discloses "The home page 50 includes various branding indicia, such as the bank's name and logo 52 and the bank's address 54." Saliba '278 ¶ 0038

399. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the outsource system in Saliba '278 is displaying pages containing a logo from the first website.

**Claim 21 - Element (b), "...color scheme..."**

400. Saliba '278 discloses "The process of claim 17 wherein the look and feel description comprises data defining a color scheme used on at least some of the web pages of the first website" as required by Element (b) of Claim 21.

401. Saliba '278 disclose "The home page 50 includes various branding indicia, such as the bank's name and logo 52 and the bank's address 54. In addition, the branding indicia might comprise a particular format or stylistic schema, background color or texture, slogans, and so forth." Saliba '278 ¶ 0038.

402. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the outsource system in Saliba '278 is displaying pages with a color scheme from the first website.

**Claim 21 - Element (c), "...page layout..."**

403. Saliba discloses "The process of claim 17 wherein the look and feel description comprises data defining a page layout used on at least some of the web pages of the first website" as required by Element (c) of Claim 21.

404. Saliba discloses "The home page 50 includes various branding indicia, such as the bank's name and logo 52 and the bank's address 54. In addition, the branding indicia might comprise a particular format or stylistic schema, background color or texture, slogans, and so forth." Saliba '278 ¶ 0038.

405. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the outsource system in Saliba is displaying pages with a page layout from the first site:

406. "The home page 50 includes various branding indicia, such as the bank's name and logo

52 and the bank's address 54. In addition, the branding indicia might comprise a particular format or stylistic schema, background color or texture, slogans, and so forth." Saliba '278 ¶ 0038.

407. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous three paragraphs, that the outsource system in Saliba is displaying pages with a page layout from the first website.

**The Limitation is Obvious Over Saliba in View of the Making Money in Cyberspace Prior Art**

408. However, to the extent that a "The process of claim 17 wherein the look and feel description comprises data defining a page layout used on at least some of the web pages of the first website" is argued or found to be not adequately disclosed in Saliba, it would have been obvious to one of ordinary skill in the art to combine the teachings of Saliba with the teachings of the *Making Money in Cyberspace* [DFNDT0004356 – DFNDT00004683] prior art, which clearly discloses using a layout from the first website on the second:

"Viaweb allows him to build stores that have the look and feel of another Web site, but he can reuse the images and merchandise descriptions from a product line he already markets. Since he can control access to and from the store, the customer never knows he's left the original Web site." DFNDT0004437

409. Accordingly, when confronted with the problem of providing affiliate web pages from an outsource server, one of ordinary skill in the art would have been motivated to consider

the technique taught by *Making Money in Cyberspace*, and to combine such teachings with the teachings of Saliba to arrive at the alleged invention recited in Element (c) of Claim 21.

410. This motivation would have existed at least because, at the time of the priority date for the asserted patents, the integration of affiliate site and outsource servers was becoming more common and more competitive, so it was in the interest of an outsource provider to provide affiliates with more sophisticated features. David Levine testified that as soon as he began working with affiliates in 1996, there was a demand for the ability to customize the affiliate pages served by the outsource server, to match their host sites' look and feel, and that he felt that such customization was a "selling feature of the program." [Levine, Tr., 39:18 – 41:2] Levine also testified that he "advertised or marketed to the fact that you could put links back to your site, to other sites, images, banners, whatever you want." [Levine, Tr., 35:14 – 35:19].

411. As such, it is my opinion that Element (c) of Claim 21 is obvious over the combination of the Saliba prior art and the *Making Money in Cyberspace* prior art.

**Claim 21 - Element (d), "...navigational links..."**

412. Saliba discloses "The process of claim 17 wherein the look and feel description comprises data defining navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website" as required by Element (d) of Claim 21.

413. I understand that the court has construed *link* as follows:

"A hypertext, text, banner, logo, graphic, or other element that permits a user to navigate from one web location to another web location by activating that element."

414. Saliba discloses a "return URL" which would be a navigational link:

"the service center 110 returns the customer to the bank server 90 via the return URL for the bank (step 150)" ¶0066

"In addition, the billing statement may contain other items, such as embedded hyperlinks, executable code, and pop-up dialog boxes, which provide additional design flexibility and customization. The biller can essentially create any aesthetics, organization, and detail that it prefers.

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¶0045

See also: Saliba ¶¶ 0045; 0059; 0061; 0066; Claim 11; Claim 20; Fig. 6

415. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the pages served by the outsource server would contain navigational links back to the first website.

**The Limitation is Obvious Over Saliba in View of the SexToy Prior Art**

416. However, to the extent that a "a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website" is argued or found to be not adequately disclosed in Saliba, it would have been obvious to one of ordinary skill in the art to combine the teachings of Saliba with the teachings of the SexToy prior art, which clearly discloses presenting to visitors multiple navigational links back to the host site.

417. SexToy implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website."

418. Accordingly, when confronted with the problem of presenting multiple navigational links back to the host site to site visitors, one of ordinary skill in the art would have been motivated to consider the technique taught by SexToy, and to combine such teachings with the teachings of Saliba to arrive at the alleged invention recited in Element (d) of Claim 21.

419. This motivation would have existed at least because, at the time of the priority date for the asserted patents, the integration of affiliate site and outsource servers was becoming more common and more competitive, so it was in the interest of an outsource provider to provide affiliates with more sophisticated features. David Levine testified that as soon as he began working with affiliates in 1996, there was a demand for the ability to customize the affiliate pages served by the outsource server, to match their host sites' look and feel, and that he felt that

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such customization was a "selling feature of the program." [Levine, Tr., 39:18 – 41:2] Levine also testified that he "advertised or marketed to the fact that you could put links back to your site, to other sites, images, banners, whatever you want." [Levine, Tr., 35:14 – 35:19].

420. Furthermore, the concept of multiple links on web pages was very well established by 1998; in fact, multiple linking between pages dates to the very beginning of the World Wide Web in August of 1991. Indeed the very purpose of the World Wide Web was to provide for links between documents so that viewers could quickly and easily move from one document to another. There was never any limitation on the number of links on a page.

421. As such, it is my opinion that Element (d) of Claim 21 is obvious over the combination of the Saliba prior art and the SexToy prior art.

**The Limitation is Obvious Over Saliba in View of the Tobin '666 Prior Art**

422. In addition, the Tobin '666 reference clearly discloses a system wherein the "look and feel description" includes multiple navigational links, each of which link to a specific page of the first website, as required by Claim 20.

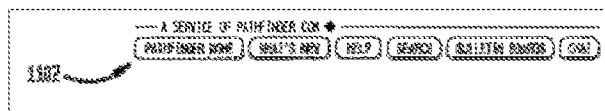
423. As explained in Tobin '666 with respect to Fig. 11C:

"In addition, the client's familiarity with the marketing partner's brand is reinforced through the retention of the marketing partner's navigational features via the hypertext link grouping 1102. The modified header 1116 with the pathfinder co-brand 1116' is shown on Web site pages 1200, 1300, 1400, 1500, 1600, 1700, 1800, 1900 and 2000. In addition, the navigational features 1102 of the marketing partner is utilized on Web site pages 1800 and 1900." [Tobin, '666 at 9:22-30]

424. A person of ordinary skill would understand that Fig. 11C illustrates a webpage 1100, with look and feel elements including a set of navigational links to a specific page of the first website (i.e. - the "pathfinder.com" website.) The bottom portion of Fig. 11C is reproduced below:

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425. As shown above, the navigational features 1102 included separate links to specific pages of the first website, i.e. "pathfinder home," "what's new," "help," "search," "bulletin boards" and "chat."

426. It would be obvious to combine Saliba's financial services e-commerce outsourcing system with the multiple navigational links feature disclosed in Tobin '666. Implementing such an improvement would have been easily within the abilities of a person of ordinary skill in 1998. Moreover, a person of ordinary skill would have been motivated to combine these references, because the addition of multiple links back to the first website would have been one of a small number of obvious solutions to the problem of enabling a consumer to easily navigate from a shopping page back to other related pages of interest on the referring website.

427. As such, it is my opinion that Claim 21 is also invalid as obvious over at least the combination of Saliba and Tobin, '666.

**5. Claim 23**

428. Saliba '278 discloses each and every element of Claim 23.

429. Saliba '278 discloses "The process of claim 17 wherein the commerce object is a set of product categories and further comprising accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories" as required by Claim 23.

430. Saliba '278 discloses multiple product categories and the ability to search through the products:

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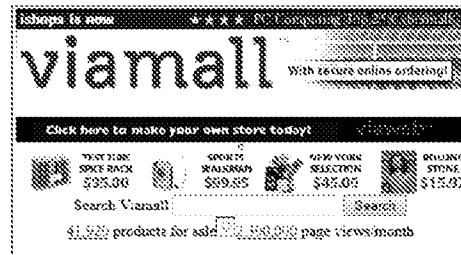
According to one aspect of this invention, the financial institution has a Web server to support its Web site. The server presents a home page that allows its customers to select different services, such as examining a checking or savings account balance, or conducting a funds transfer. These services are supported locally at the financial institution, s Web site. The home page also offers, however, an option to view customer-specific data, such as the customer's personal billing statements that are collected from a variety of different billers (e.g., phone bill, gas bill, cable TV bill, etc.). The customer-specific data is located at the third party provider, which is independent from the financial institution.  
Saliba '278 ¶ 0009.

431. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the server described in Saliba '278 presented commerce objects representing multiple, categorized products.

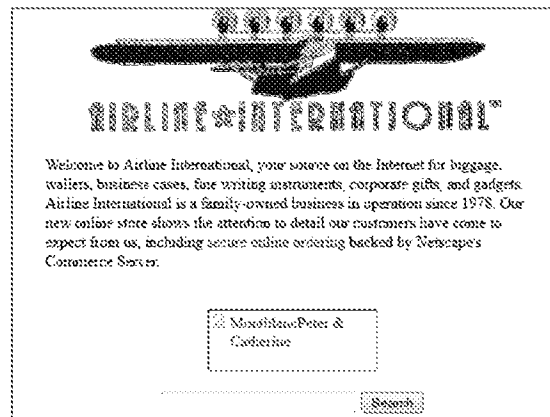
**The Limitation is Obvious Over Saliba in View of the Viaweb Prior Art**

432. In regards to "accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories," it would have been obvious to one skilled in the art to combine the teachings of Saliba '278 with the teachings of Viaweb prior art.

433. Viaweb clearly discloses "accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories":



<http://web.archive.org/web/19970329094335/http://www.viamall.com/>  
[See also DFNDT0005142]



<http://web.archive.org/web/19970329094605/http://www.viamall.com/airline/>  
[DFNDT0005715]

434. Accordingly, when confronted with the problem of helping site visitors to find products in an e-commerce site, one of ordinary skill in the art would have been motivated to combine the search technique taught by Viaweb with the teachings of Saliba to arrive at the alleged invention recited in Claim 23. This motivation would have existed at least because, at the time of the priority date for the Asserted Patents, the range of product offerings being offered by online merchants was becoming increasingly complex. For example, the SexToy.com website offered at least 17 different product categories for sale [DFNDT0001069]. Using a search tool embedded in the web-page would have been an obvious solution to the problem of helping a consumer to quickly and easily locate a specific product or product category from a merchant offering a broad catalog of products for sale.

435. Furthermore, the use of search in e-commerce sites was well known in the art and was a common and well-established feature of e-commerce websites long before September of 1998.

436. As such, it would have been well within the capabilities of a person of ordinary skill to add a search function to an existing e-commerce webpage, using the techniques widely available at that time, such as installing free scripts. CGI scripting dates back to 1993, and search scripts were created very early on. By 1996 there were numerous books teaching how to write CGI scripts—and even how to install free scripts without having to be able to write programs—and search was a basic function. For instance, *Drag 'n' Drop CGI: Enhance Your Web Site Without Programming* (Bob Weil & Chris Baron, Addison-Wesley, September 2, 1997, ISBN 978-0201419665), provided scripts on a CD and explained how to install those scripts, including a script to create "a Web site search engine." The *60 Minute Guide to Cgi Programming With Perl 5* (Robert Farrell, John Wiley & Sons, Inc., ISBN 978-156884780), was published earlier still—June 1996—and included information on creating various search functions for Web sites.

437. An example of a free-script archive is Matt's Script Archive, which claims to have launched in 1995. The page stored by Archive.org at

[http://web.archive.org/web/19980415165943/http://www.cgi-resources.com/Programs\\_and\\_Scripts/Perl/Searching/Searching\\_Your\\_Web\\_Site/](http://web.archive.org/web/19980415165943/http://www.cgi-resources.com/Programs_and_Scripts/Perl/Searching/Searching_Your_Web_Site/) [DFNDT0005716-5718], dated April 15<sup>th</sup>, 1998, lists 19 perl search scripts, 16 of which are described as *free*.

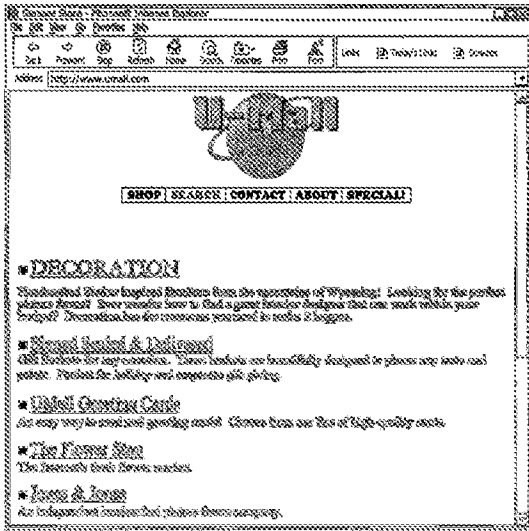
438. As such, it is my opinion that Claim 23 of the '572 Patent is invalid as obvious over the combination of the Saliba '278 prior art and the Viaweb prior art.

**The Limitation is Obvious Over Saliba in View of the Arnold '504 Prior Art**

439. Additionally, to the extent that "the commerce object is a set of product categories and further comprising accepting search parameters" is argued or found to be not adequately disclosed in Saliba '278, it would have been obvious to one of ordinary skill in the art too combine the teachings of Saliba '278 with the teachings of Arnold '504, which clearly discloses both hierarchical catalogs of products and search functionality.

440. For example, Figure 25 shows both a Search button and a list of product categories:

"FIG. 25 displays an example display Web page from a VO, including a number of items that can be ordered by a customer. If the customer chooses to order a greeting card, then the customer will link directly to the greeting card merchant, who prepares and sends to the customer the order Web page displayed in FIG. 26."  
14:41 – 14:46



441. As such, it is my opinion that Claim 23 of the '572 Patent is invalid as obvious over the combination of the Saliba '278 prior art and the Aruold '504 prior art.

442. Additional citations supporting my conclusions regarding the disclosure of the Asserted Claims of the '572 Patent in Saliba '278, and the other anticipating prior art, is provided in the relevant claim charts.

**B. The Asserted Claims of the '572 Patent are Invalid Over SexToy**

**I. Claim 13**

443. The SexToy prior art included each and every element of Claim 13.

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**Claim 13 – Preamble**

444. SexToy implemented and used the method of “An e-commerce outsourcing system” as required by the preamble to Claim 13.

445. SexToy implemented and used the method of a service that host websites could use to create an associated e-commerce site:

“Promote your own sextoy site! We will run the website, process the orders, ship the product, and handle customer service. Then we will pay you 15-20% of gross revenue from the sales you attract.”

“2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your SexToy site.” *Promote your own sextoy site*, <http://web.archive.org/web/19980517004530/sextoy.com/cnv/cnv.html> (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/cnv.html as archived by the Internet Archive). [DFNDT000945-000946]

446. My opinion is also supported by the testimony of David Levine, who testified that the SexToy.com affiliate system was a three party e-commerce affiliate program involving an affiliate (or host), a merchant, and the SexToy.com outsource provider. [See Levine, Tr., 21:16-24:20; 26:19-27:10; 156:17-157:8; 159:19-160:17; 161:20-162:22]

447. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that SexToy was providing an e-commerce outsourcing system.

**Claim 13 - Element (a), the “data store” limitation.**

448. SexToy implemented and used the method of “a data store including a look and feel description associated with a host web page having a link correlated with a commerce object” as required by Element (a) of Claim 13.

449. SexToy implemented and used the method of a system that allows the host-site owner to customize the outsourced e-commerce site:

“What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located...What would you like to appear on the

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bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.)

(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000")

Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.” Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]

450. My opinion is also supported by the testimony of David Levine, who testified that as 1996 the SexToy.com affiliate system provided the host website with a link to a URL stored on the outsource server, correlating the host website with a selected commerce object, i.e., a specific product or a product page. [Levine, Tr., 55:21-56:19; 68:14-69:9; 80:6-13; 173:24-174:23; 175:14-176:2] Mr. Levine also testified that at least by the time of the upgrade in 1997, SexToy.com system could store on the SexToy.com server elements associated with a host website, including HTML, images and banners. [Levine, Tr., 39:18-43:1; 47:11-49:11; 88:24-89:10; 169:14-170:21; 193:8-194:9]

451. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the previous two paragraphs, that SexToy.com was storing a look and feel description (at least as that term is apparently construed by DDR) associated with each host website linking to a commerce object on the SexToy.com server.

**Claim 13 - Element (b), “to serve a composite web page to the visitor...”**

452. SexToy implemented and used the method of “a computer processor coupled to the data store and in communication through the Internet with the host web page and programmed, upon receiving an indication that the link has been activated by a visitor computer in Internet communication with the host web page, to serve a composite web page to the visitor computer wit (sic) a look and feel based on the look and feel description in the data store and with content based on the commerce object associated wit (sic) the link” as required by Element (b) of Claim 13.

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453. SexToy implemented and used the method of a system in which a visitor clicks a link on a host website and is served a page from the outsource web server with a look and feel that is based on the stored look and feel:

“2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your SexToy site.” [DFNDT000945-000946]

454. The host website operator could customize the top, bottom and background of their sex-toy website to correspond to the “look and feel” of the host website:

“What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located...What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.)

(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000")

Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.” Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]

455. My opinion is further supported by the testimony of SexToy.com founder David Levine, who testified that at least by the time of the upgrade in 1997, SexToy.com system could store on the SexToy.com server elements associated with a host website, including HTML, images and banners. [Levine, Tr., 39:18-43:1; 47:11-49:11; 88:24-89:10; 169:14-170:21; 193:8-194:9] A person of ordinary skill in the art would understand that the SexToy.com server would necessarily include “a computer processor coupled to a data store” - as required by this claim element.

456. Mr. Levine also testified that as early as 1996 the SexToy.com system would, in response to the activation of the provided link, serve to the visitor computer a composite webpage corresponding to the “look and feel” (as that term is construed by DDR) of the host website and with content based on the commerce object associated with the link. [Levine, Tr., 32:24-35:24; 106:21-107:12; 176:11-178:1; 193:8-194:9]

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457. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the previous two paragraphs, that when a visitor clicked on a link at the host site, the SexToy.com server would send a page to the visitor's browser that included a commerce object, and that page would be formatted with the look and feel that was saved in the data store.

**2. Claim 17**

458. The SexToy.com prior art system included each and every element of Claim 17.

**Claim 17 - Preamble**

459. As I discussed above in regards to Claim 13, the SexToy prior art system was SexToy "An e-commerce outsourcing process" as required by the preamble to Claim 17.

460. SexToy prior art discloses an outsourced process through which host website operators could sell sex toys from their websites, by setting up e-commerce sites on SexToy.com: "Promote your own sextoy site! We will run the website, process the orders, ship the product, and handle customer service." [DFNDT000945-000946]

461. My opinion is also supported by the testimony of SexToy.com founder David Levine, who testified that the SexToy.com affiliate system was a three party e-commerce affiliate program involving an affiliate (or host), a merchant, and the SexToy.com outsource provider. [Levine, Tr., 21:16-24:20; 26:19-27:10; 156:17-157:8; 159:19-160:17; 161:20-162:22]

462. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the previous two paragraphs, that SexToy.com was operating as an e-commerce outsource provider.

**Claim 17 - Element (a): "...storing a look and feel description..."**

463. If construed according to DDR's apparent interpretation of the term "look and feel description," SexToy implemented and used the method of "storing a look and feel description associated with a first website in a data store associated with a second website" as required by Element (a) of Claim 17.

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464. SexToy implemented and used the method of a system that allows the host-site owner to customize the outsourced e-commerce site:

"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located...What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site)...(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000") Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from." Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]

465. My opinion is further supported by the testimony of David Levine, who testified that at least by the time of the upgrade in 1997, SexToy.com system could store on the SexToy.com server elements including HTML, images and banners. [Levine, Tr., 39:18-43:1; 47:11-49:11 ; 88:24-89:10; 169:14-170:21; 193:8-194:9]

466. A person of ordinary skill in the art would understand, from a review of the document(s) referenced and testimony in the previous two paragraphs, that SexToy.com was storing a look and feel from the host website.

**Claim 17 - Element (b): "...a link correlating the web page..."**

467. Construing the terms "look and feel" and "look and feel description" as apparently defined by DDR, I conclude that SexToy implemented and used the method of "including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object" as required by Element (b) of Claim 17.

468. SexToy implemented and used the method of a system in which a visitor clicks a link on a host website and is served a page from the outsource web server with a look and feel that is based on the stored look and feel:

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"2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your SexToy site." [DFNDT000945-000946] "Promote your own sextoy site! We will run the website, process the orders, ship the product, and handle customer service. Then we will pay you 15-20% of gross revenue from the sales you attract."

469. My opinion is also supported by the testimony of David Levine, who testified that as early as 1996 the SexToy.com affiliate system provided the host website with a link to a URL stored on the outsource server, correlating the host website with a selected commerce object, i.e., a specific product or a product page. [Levine, Tr., 55:21-56:19; 68:14-69:9; 80:6-13; 173:24-174:23; 175:14-176:2]

470. As far as the scope of the claimed "look and feel" can be determined, the look and feel of the sex-toy website of the host website operator was the same as the host website. Specifically, the host website operator could customize the top, bottom and background of their sex-toy website to correspond to the "look and feel" of the host website:

"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located...What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) (Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000") Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from." Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]

471. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the previous three paragraphs, that affiliates of SexToy.com would place links in their host sites pointing to commerce objects on pages on SexToy.com, and when the SexToy.com server responded it would send pages with the same look and feel as the host site employed.

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**Claim 17 - Element (c): "...web page having a look and feel..."**

472. Construing the term "look and feel" as apparently interpreted by DDR, I conclude that SexToy implemented and used the method of "upon receiving an activation of the link from a visitor computer to which the web page has been served, sewing (sic) to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link" as required by Element (c) of Claim 17.

473. SexToy implemented and used the method of a system in which a visitor clicks a link on a host website and is served a page from the outsource web server with a look and feel that is based on the stored look and feel:

"2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your SexToy site." [DFNDT000945-000946]

474. The look and feel of the sex-toy website provided to the host website operator was the same as the host website. Specifically, the host website operator could customize the top, bottom and background of their sex-toy website to correspond to the "look and feel" of the host website:

"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located...What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) (Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000") Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from." Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]

475. My opinion is further supported by the testimony of David Levine, who testified that as early as 1996 the SexToy.com system would, in response to the activation of the provided link, serve to the visitor computer a webpage corresponding to visual elements of the host

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website, and with content based on the commerce object associated with the link. [Levine, Tr., 32:24-35:24; 106:21-107:12; 176:11-178:1; 193:8-194:9]

476. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the three previous paragraphs, that affiliates of SexToy.com would place links in their host sites pointing to pages on SexToy.com, and when the SexToy.com server responded it would send pages containing the appropriate commerce object and using the same look and feel that the host site employed.

### 3. Claim 20

477. The SexToy prior art system included each and every element of Claim 20.

478. SexToy implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website" as required by Claim 20.

479. SexToy implemented and used the method of that an affiliate could include links in the look and feel description pointing back to the host website:

"What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank."

"(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000") Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from." Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]

480. My opinion is further supported by the testimony of David Levine, who testified that the customization available on the sextoy.com served webpages allowed an affiliate, or host,

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to include as part of the look and feel elements, links for hierarchical navigation, including links back to web-pages of the host website. [Levine, Tr., 35:6-24; 55:6-20; 205:8-25;]

481. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the previous two paragraphs, that SexToy.com affiliates would be able to place navigational links pointing from the pages provided by the SexToy.com server back to the host website.

### 4. Claim 21

482. The SexToy prior art system included each and every element of Claim 21.

#### Claim 21 - Element (a), the "...logo..." limitation

483. SexToy implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining a logo associated with and displayed on at least some of the web pages of the first website" as required by Element (a) of Claim 21.

484. SexToy implemented and used the method of affiliates could include whatever HTML code they wanted in both the header and footer, and specifically suggests a logo be included:

"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located." Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]

485. My opinion is further supported by the testimony of David Levine. David Levine testified that at least by 1997 the SexToy.com system stored look and feel elements including a logo associated with the host website. [Levine, Tr., 84:16-85:18; 103:18-106:18; 123:3-18; 243:14-21]

486. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the two previous paragraphs, that affiliates could include logos in the pages being served by the SexToy.com web server.

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#### Claim 21 - Element (b), "...color scheme..."

487. SexToy implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining a color scheme used on at least some of the web pages of the first website" as required by Element (b) of Claim 21.

488. SexToy implemented and used the method of that affiliates could provide the HTML they wanted to use on their SexToy.com web pages:

"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located...What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.)

(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000") Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from." Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]

489. My opinion is further supported by the testimony of David Levine. Mr. Levine testified that at least by 1997 the SexToy.com system included storing look and feel elements including HTML describing customized headers, footers, and banners, and the colors within them. [Levine, Tr., 101:22-102:5; 143:7-146:19; 199:25-201:23]:

A Okay. So the -- they were also able to change the colors. So the home page apparently had a lot more customization at this point than the other pages. And so the home page you could put whatever you want at the top of the page, including -- and you could also change the coloring and the background image of the front page. So the front page would really -- had the pretty good ability to match your look and feel. Then the bottom of every page would include one link to wherever someone wanted.

Q So here it says -- you were just reading, I think, from the section that says "Optional!" at the bottom there?

A Yes.

Q So the affiliates had the ability to customize the background color?

A Yes.

Q The color of the links?

A Yes.

Q The color of the texts?

A Yes.

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Q The color of a visited link?

A Yes.

Q Things that could match the look and feel of their own particular color scheme; is that correct?

A Yes.

490. A person of ordinary skill in the art would understand, from a review of the document(s) referenced and testimony in the two previous paragraphs, that the affiliate would be able to configure the HTML being provided to SexToy.com such that the color scheme used on the host site would also be used on the pages served by the SexToy.com web server.

#### Claim 21 - Element (c), "...page layout..."

491. SexToy implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining a page layout used on at least some of the web pages of the first website" as required by Element (c) of Claim 21.

492. SexToy implemented and used the method of allowing affiliates to provide the HTML they wanted to use on their SexToy.com web pages:

"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located...What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.)

(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000") Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from." Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]

493. My opinion is further supported by the testimony of David Levine. Mr. Levine testified that at least by 1997 the SexToy.com system included storing look and feel elements including HTML describing customized headers, footers and banners. [Levine, Tr., 101:22-102:5; 143:7-146:19; 199:25-201:23]

494. A person of ordinary skill in the art would understand, from a review of the document(s) referenced and testimony in the two previous paragraphs, that the affiliate would be

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able to configure the HTML being provided to SexToy.com such that the page layout of the first website would appear in the pages served by SexToy.com.

**Claim 21 - Element (d), "...navigational links..."**

495. SexToy implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website" as required by Element (d) of Claim 21.

496. SexToy implemented and used the method of that an affiliate could include links in the look and feel description pointing back to the host website:

"What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.)"  
*Promote your own sextoy site*, May 17, 1998 version (emphasis removed).  
[DFNDT000945-000946]

497. My opinion is further supported by the testimony of David Levine. Mr. Levine testified that the customization available on the sextoy.com served webpages allowed an affiliate, or host, to include as part of the look and feel elements, links for hierarchical navigation, including links back to web-pages of the host website. [Levine, Tr., 35:6-24; 55:6-20; 205:8-25;]

498. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the two previous paragraphs, that SexToy.com affiliates would be able to place navigational links pointing from the pages provided by the SexToy.com server back to the host website.

**5. Claim 23**

499. The SexToy prior art system included each and every element of Claim 23.

500. SexToy implemented and used the method of "The process of claim 17 wherein the commerce object is a set of product categories and further comprising accepting search

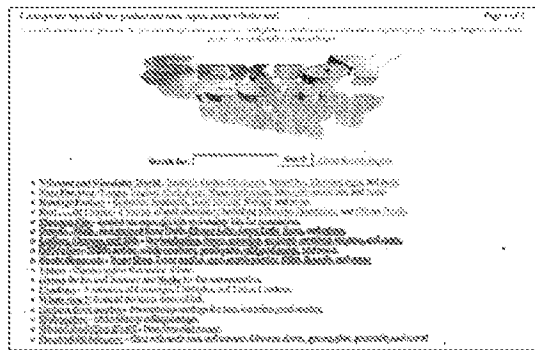
parameters through the composite web page and using said parameters to search for specific products within the product categories" as required by Claim 23.

501. SexToy implemented and used the method of that a set of product categories can be displayed, as listed on the SexToy.com Web site in May of 1998. The site provided a large list of browseable product categories, showing that SexToy.com was grouping products into categories [DFNDT0000950].

502. My opinion is further supported by the testimony of David Levine. Mr. Levine testified that as early as 1996 the SexToy.com system served webpages that linked to either individual products or product category pages. [Levine, Tr., 175:14-176:2; 198:19-199:20]

503. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the three previous paragraphs, that SexToy provided a commerce object representing a set of product categories.

504. Mr. Levine further testified that the SexToy.com system allowed consumers to search for specific SexToy products within product categories or within an entire product catalog. [Levine, Tr., 53:6-55:2; 97:10-99:11] A screenshot of a webpage from the SexToy.com system clearly shows that the search function was included:



[DFNDT0000970]

505. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the previous paragraph, that visitors to the site would be able to search the product database.

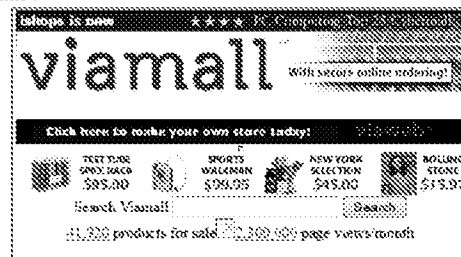
506. David Levine testified that the search function was added to the SexToy.com system sometime between the dates indicated on the internet archive captured pages produced as (DFNDT000950-000951) and (DFNDT0000970-971) - [Levine, Tr., 95:1-96:20]. A person of ordinary skill would thus conclude that the SexToy.com system included the ability to search for specific products within product categories at some time after 05/17/1998, but at least by 12/03/1998.

507. Accordingly, if this search functionality was indeed present in the SexToy.com system before the claimed provisional priority date (Sept. 17, 1998) then the SexToy prior art anticipates Claim 23.

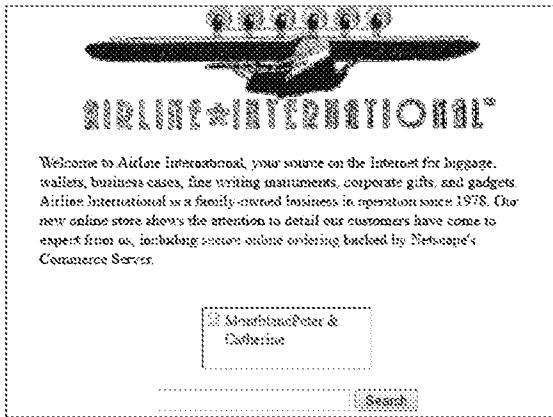
**The Limitation is Obvious Over SexToy in View of the Viaweb Prior Art**

508. However, to the extent that the "accepting search parameters" is argued or found to be not adequately disclosed in SexToy, it would have been obvious to one of ordinary skill in the art to combine the teachings of SexToy with the teachings of Viaweb prior art.

509. Viaweb clearly discloses "accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories":



<http://web.archive.org/web/19970329094335/http://www.viamall.com/>  
[See also DFNDT0005142]



http://web.archive.org/web/19970329094605/http://www.viamall.com/airline/ [DFNDT0005715]

510. Accordingly, when confronted with the problem of helping site visitors to find products in an e-commerce site, one of ordinary skill in the art would have been motivated to combine the search technique taught by Viaweb with the teachings of SexToy to arrive at the alleged invention recited in Claim 23. This motivation would have existed at least because, at the time of the priority date for the Asserted Patents, the range of product offerings being offered by online merchants was becoming increasingly complex. For example, the SexToy.com website offered at least 17 different product categories for sale [DFNDT0001069]. Using a search tool embedded in the web-page would have been an obvious solution to the problem of helping a consumer to quickly and easily locate a specific product or product category from a merchant offering a broad catalog of products for sale.

511. Furthermore, the use of search in e-commerce sites was well known in the art and was a common and well-established feature of e-commerce websites long before September of 1998.

512. As such, it would have been well within the capabilities of a person of ordinary skill to add a search function to an existing e-commerce webpage, using the techniques widely available at that time, such as installing free scripts. CGI scripting dates back to 1993, and search scripts were created very early on. By 1996 there were numerous books teaching how to write CGI scripts—and even how to install free scripts without having to be able to write programs—and search was a basic function. For instance, *Drag 'n' Drop CGI: Enhance Your Web Site Without Programming* (Bob Weil & Chris Baron, Addison-Wesley, September 2, 1997, ISBN 978-0201419665), provided scripts on a CD and explained how to install those scripts, including a script to create “a Web site search engine.” The *60 Minute Guide to Cgi Programming With Perl 5* (Robert Farrell, John Wiley & Sons, Inc., ISBN 978-156884780), was published earlier still—June 1996—and included information on creating various search functions for Web sites.

513. An example of a free-script archive is Matt’s Script Archive, which claims to have launched in 1995. The page stored by Archive.org at [http://web.archive.org/web/19980415165943/http://www.cgi-resources.com/Programs\\_and\\_Scripts/Perl/Searching/Searching\\_Your\\_Web\\_Site/](http://web.archive.org/web/19980415165943/http://www.cgi-resources.com/Programs_and_Scripts/Perl/Searching/Searching_Your_Web_Site/) [DFNDT0005716-5718], dated April 15<sup>th</sup>, 1998, lists 19 perl search scripts, 16 of which are described as *free*.

514. As such, it is my opinion that Claim 23 of the ‘572 Patent is invalid as obvious over the combination of the SexToy prior art and the Viaweb prior art.

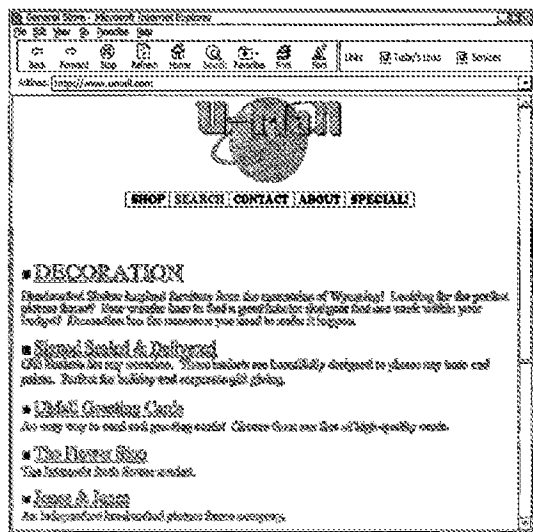
**The Limitation is Obvious Over SexToy in View of the Arnold ‘504 Prior Art**

515. Additionally, to the extent that “the commerce object is a set of product categories and further comprising accepting search parameters” is argued or found to be not adequately disclosed in SexToy, it would have been obvious to one of ordinary skill in the art to combine

the teachings of SexToy with the teachings of Arnold ‘504, which clearly discloses both hierarchical catalogs of products and search functionality.

516. For example, Figure 25 shows both a Search button and a list of product categories:

“FIG. 25 displays an example display Web page from a VO, including a number of items that can be ordered by a customer. If the customer chooses to order a greeting card, then the customer will link directly to the greeting card merchant, who prepares and sends to the customer the order Web page displayed in FIG. 26.”  
14:41 – 14:46



517. As such, it is my opinion that Claim 23 of the ‘572 Patent is invalid as obvious over the combination of the SexToy prior art and the Arnold ‘504 prior art.

518. Additional citations supporting my conclusions regarding the disclosure of the Asserted Claims of the ‘572 Patent in SexToy, and the other anticipating prior art, is provided in the relevant claim charts.

**C. The Asserted Claims of the ‘572 Patent are Invalid Over Digital River SSS**  
**I. Claim 13**

519. The Digital River SSS prior art system included each and every element of Claim 13.

**Claim 13 – Preamble**

520. Digital River SSS implemented and used the method of “An e-commerce outsourcing system” as required by the preamble to Claim 13.

521. Digital River SSS was an outsource service that software developers and dealers could use to manage the sale and download of their software products:

“Digital River’s Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security, collections and reporting of the sale of software. Throughout this process, it will appear to the consumer as if the transaction is being processed by the manufacturer or dealer while the Digital River SSS is handling the whole transaction ‘behind the scenes.’”

522. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the Digital River SSS was an outsourcing process in which visitors to software manufacturers’ and dealers’ websites would be served e-commerce support pages from the Digital River SSS server.



**Claim 13 - Element (a), the "data store" limitation.**

523. Digital River SSS implemented and used the method of "a data store including a look and feel description associated with a host web page having a link correlated with a commerce object" as required by Element (a) of Claim 13.

524. Digital River SSS was a system that provided customized web pages to software manufacturers and dealers, so that the e-commerce pages containing commerce objects provided by the Digital River SSS server would appear the same as the manufacturers' and dealers' websites:

**"Digital River's Proposed Solution** Digital River will manage MathSoft's online store and work with MathSoft's current staff to integrate purchasing options throughout the entire web site to enable customers to purchase products more easily. We will develop all commerce pages using MathSoft's branding and color schemes in an effort to remain as transparent as possible." *Digital River Proposal To Mathsoft, Inc.*; [DR00023-25] at 2 (emphasis original).

525. As discussed above regarding Claim 8, Element (a) of the '135 Patent, the Digital River SSS performed the process of "capturing a look and feel description associated with a host website." After the look and feel elements are captured, the Digital River SSS stored these files in a data store. This is apparent in the restored Digital River SSS I inspected, which comprises a database server (or data store) on which is stored the captured look and feel elements.

526. Moreover, I have examined the restored files that comprise the look and feel descriptions that would have resided on a data store in the original Digital River SSS, and which are currently residing on the database server of the restored Digital River SSS. I note that the metadata of these look and feel description files all date to 1996 and is consistent with the purported timeframe when the Digital River SSS first became operational. I also confirmed the existence and use of a database in the Digital River SSS through my conversations with Mr. Pichler, who explained how the system functioned and how the Tango application server communicated with the database server to retrieve the stored look and feel elements and generate a web page using those elements. Finally, numerous Digital River documents also support my

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opinion that the Digital River SSS comprised a computer processor coupled to a data store that served a composite web page with look and feel elements retrieved from a data store. [See, e.g., Digital River – The Technical Concept, DR006197-6199; Tango Reference Manual, DR036322-467; The Digital River Internet Ordering System (StoryBoard Overview), DR000117-121].

527. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous three paragraphs, that Digital River SSS was saving the look and feel description in a data store.

**Claim 13 - Element (b), "to serve a composite web page to the visitor..."**

528. The Digital River SSS was a system comprising "a computer processor coupled to the data store and in communication through the Internet with the host web page and programmed, upon receiving an indication that the link has been activated by a visitor computer in Internet communication with the host web page, to serve a composite web page to the visitor computer wit (sic) a look and feel based on the look and feel description in the data store and with content based on the commerce object associated wit (sic) the link" as required by Element (b) of Claim 13.

529. The Digital River SSS was a system comprising a computer processor that served e-commerce pages over the Internet with a look and feel based on the look and feel description in a data store:

"After clicking on the "Buy Button", the end-user is transferred to a Web store hosted on Digital River's commerce network server ("CNS"), which replicates the look and feel of the client Web site." [DR037478- DR037479].

**"Extending your selling environment** Better yet, the entire transaction takes place in the selling environment you've created, surrounded by the look and feel of your identity, with your products presented the way you want them presented, with no competition. Your customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There's no sensation of being suddenly hustled off to another location. Your customers won't end up at some foreign-looking page where they have to hunt to find your product." [Digital River – Secure Encrypted Software Distribution, <http://web.archive.org/web/19971221024519/digitalriver.com/Page3.html>]; DR000003-4 (emphasis original)].

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530. The page served to the visitor computer in response to activation of the link would have content associated with commerce objects:

**"Consistent Look and Feel between Store and Home Site** Customers will have the ability to click a "buy button" from any number of places within www.ea.com and will be linked to a complete store, or a specific product detail page." *Digital River Proposal Summary*, April 29, 1998; [DR000066-72] (emphasis original)

531. A person of ordinary skill in the art would understand, from a review of the document(s) referenced above, that the Digital River SSS provided web pages to the visitor's browser that used the stored look and feel combined with the commerce object.

532. I have personally inspected the restored Digital River SSS and confirmed that it did, in fact, serve e-commerce supported pages. The restored system is capable of serving web pages for at least five Digital River clients, including web storefronts for DTP Direct, Bistream, Casady and Greene, Digital Frontiers, and Miramar Systems. My opinion is further supported by my conversation with Mr. Pichler, who stated that the restored Digital River SSS functions today as it did back in 1996, when he constructed the system.

533. Moreover, I have examined the restored files that comprise the look and feel descriptions that would have resided on a data store in the original Digital River SSS, and which are currently residing on the database server of the restored Digital River SSS. I note that the metadata of these look and feel description files all date to 1996 and is consistent with the purported timeframe when the Digital River SSS first became operational. I also confirmed the existence and use of a database in the Digital River SSS through my conversations with Mr. Pichler, who explained how the system functioned and how the Tango application server communicated with the database server to retrieve the stored look and feel elements and generate a web page using those elements. Finally, numerous Digital River documents also support my opinion that the Digital River SSS comprised a computer processor coupled to a data store that served a composite web page with look and feel elements retrieved from a data store. [See, e.g.,

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Digital River – The Technical Concept, DR006197-6199; Tango Reference Manual, DR036322-467; The Digital River Internet Ordering System (StoryBoard Overview), DR000117-121].

534. Additional citations supporting my conclusions regarding the disclosure of Claim 13 in the Digital River SSS, and the other anticipating prior art, are provided in the relevant claim charts.

**2. Claim 17**

535. The Digital River SSS prior art system included each and every element of Claim 17.

**Claim 17 - Preamble**

536. Digital River SSS implemented and used the method of "An e-commerce outsourcing process" as required by the preamble to Claim 17.

537. Digital River SSS was an outsource service that software developers and dealers could use to manage the sale and download of their software products:

"Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security, collections and reporting of the sale of software. Throughout this process, it will appear to the consumer as if the transaction is being processed by the manufacturer or dealer while the Digital River SSS is handling the whole transaction "behind the scenes"."

538. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the Digital River SSS was an outsourcing process in which visitors to software manufacturers' and dealers' websites would be served e-commerce support pages from the Digital River SSS server.

**Claim 17 – Element (a): "...storing a look and feel description..."**

539. Digital River SSS implemented and used the method of "storing a look and feel description associated with a first website in a data store associated with a second website" as required by Element (a) of Claim 17.

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540. Digital River SSS was a system that saved look and feel information in a datastore, so that the e-commerce pages provided by the Digital River SSS server (the "second website") would appear the same as the manufacturers' and dealers' websites (the "first website"):

**"Digital River's Proposed Solution** Digital River will manage MathSoft's online store and work with MathSoft's current staff to integrate purchasing options throughout the entire web site to enable customers to purchase products more easily. We will develop all commerce pages using MathSoft's branding and color schemes in an effort to remain as transparent as possible." *Digital River Proposal To Mathsoft, Inc.*; [DR000023-25] at 2 (emphasis original).

541. As discussed above regarding Claim 8, Element (a) of the '135 Patent, the Digital River SSS performed the process of "capturing a look and feel description associated with a host website." After the look and feel elements are captured, the Digital River SSS stored these files in a data store. This is apparent in the restored Digital River SSS I inspected, which comprises a database server (or data store) on which is stored the captured look and feel elements.

542. Moreover, I have examined the restored files that comprise the look and feel descriptions that would have resided on a data store in the original Digital River SSS, and which are currently residing on the database server of the restored Digital River SSS. I note that the metadata of these look and feel description files all date to 1996 and is consistent with the purported timeframe when the Digital River SSS first became operational. I also confirmed the existence and use of a database in the Digital River SSS through my conversations with Mr. Pichler, who explained how the system functioned and how the Tango application server communicated with the database server to retrieve the stored look and feel elements and generate a web page using those elements. Finally, numerous Digital River documents also support my opinion that the Digital River SSS performed the process of storing a look and feel description associated with a first website in a data store associated with a second website. [See, e.g., Digital River – The Technical Concept, DR006197-6199; Tango Reference Manual, DR036322-467; The Digital River Internet Ordering System (StoryBoard Overview), DR000117-121].

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543. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that Digital River SSS was storing a look and feel description associated with a first website in a data store associated with a second website.

**Claim 17 – Element (b): "...a link correlating the web page..."**

544. Digital River SSS implemented and used the method of "including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object" as required by Element (b) of Claim 17.

545. After an e-commerce store is created, the Digital River SSS would generate and/or provide a link for Digital River clients to place on their websites. [See, e.g., June 3, 1997 Email from Maureen Collins to Steve Eller, DR015751 ("Congratulations!! Your electronic commerce site is completed and awaiting your link to our server. Your URL link address is as follows . . .").] Moreover, Digital River clients are required to "continuously maintain a link" to the e-commerce store set up and served by the Digital River SSS. [See, e.g., *Digital River, Inc. Dealer Agreement with Tech Squared*, DR012789 at 2; *Electronic Software Distribution Agreement between Digital River and Auto F/X Corp.*; DR000013-21; *September 26, 1997 Email from Digital River to Auto FX*, DR000033 ("The URL for the Auto FX site is at the bottom of this email.")].

546. The links that the Digital River SSS provided to Digital River clients could be recognized by the domain name, which often would include the string "digitalriver.com/cgi-bin/Tango.cgi/digitalriver/[client site name]" or a similar string in the URL. [See, e.g., June 3, 1997 Email from Maureen Collins to Steve Eller, DR015751 (<http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/edgepub/welcome.qry>); "purchase QFX on the web" hypertext link, DR000055-62 ("http://www3.digitalriver.com/cgi-bin/tango.cgi/digitalriver/rscott/welcome.qry?"); *DTP Direct hypertext link*, DR000112 (<http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home/qry?1d=1020&level=>)].

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Exceptions to this include situations when a client would opt to use a "vanity URL" to further mask Digital River's involvement in the e-commerce transaction, but many clients in the 1996-97 time frame did not use such vanity URLs.

547. The links that the Digital River SSS provided to Digital River clients also correlated the "host" or dealer website with a "selected commerce object." For example, for the client Seattle Support Group, a user clicking on the "Online Shopping" link on the client's home page would receive a second web page offering stock photographs. [DR000039-50].

548. A person of ordinary skill would understand, from a review of the document(s) referenced above, that visitors could click on links on host (client) websites to load a selected commerce object from the outsource provider (Digital River) server.

**Claim 17 – Element (c): "...web page having a look and feel..."**

549. Digital River SSS implemented and used the method of "upon receiving an activation of the link from a visitor computer to which the web page has been served, sewing (sic) to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link" as required by Element (c) of Claim 17.

550. Digital River SSS was a system that served e-commerce pages with a look and feel that matched the host website's look and feel:

"After clicking on the "Buy Button", the end-user is transferred to a Web store hosted on Digital River's commerce network server ("CNS"), which replicates the look and feel of the client Web site." [DR037478- DR037479].

**"Extending your selling environment** Better yet, the entire transaction takes place in the selling environment you've created, surrounded by the look and feel of your identity, with your products presented the way you want them presented, with no competition. Your customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There's no sensation of being suddenly hustled off to another location. Your customers won't end up at some foreign-looking page where they have to hunt to find your product."

*Digital River – Secure Encrypted Software Distribution*, <http://web.archive.org/web/19971221024519/digitalriver.com/Page3.html>; [DR000003-4] (emphasis original).

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551. The page served to the visitor computer in response to activation of the link would have content associated with commerce objects:

**"Consistent Look and Feel between Store and Home Site** Customers will have the ability to click a 'buy button' from any number of places within www.ea.com and will be linked to a complete store, or a specific product detail page." *Digital River Proposal Summary*, April 29, 1998; [DR000066-72] (emphasis original)

552. A person of ordinary skill in the art would understand, from a review of the document(s) referenced above, that the Digital River SSS provided web pages to the visitor's browser that used the stored look and feel combined with the commerce object.

553. Moreover, I have personally inspected the restored Digital River SSS and confirmed that it did, in fact, serve e-commerce supported pages. The restored system is capable of serving web pages for at least five Digital River clients, including web storefronts for DTP Direct, Bitstream, Casady and Greene, Digital Frontiers, and Miramar Systems. My opinion is further supported by my conversation with Mr. Pichler, who stated that the restored Digital River SSS functions today as it did back in 1996, when he constructed the system.

554. Since the home pages of at least some of the 1996 Digital River clients are still available for viewing via [www.archive.org](http://www.archive.org), it is possible to compare the look and feel of the host web pages to the look and feel of the corresponding pages served by the Digital River SSS server.

555. Additional citations supporting my conclusions regarding the disclosure of Claim 17 in the Digital River SSS, and the other anticipating prior art, is provided in the relevant claim charts.

**3. Claim 20**

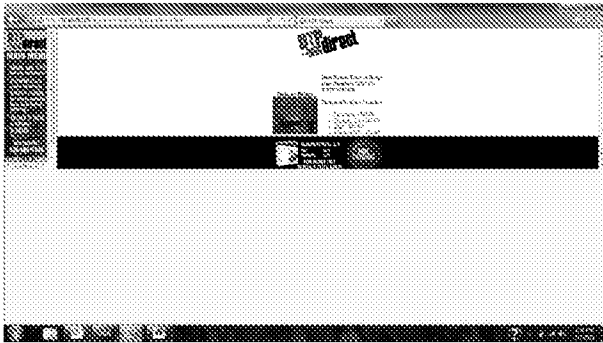
556. The Digital River SSS prior art system included each and every element of Claim 20.

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557. Digital River SSS implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website" as required by Claim 20. As explained above, the Digital River SSS system implemented all the steps of independent Claim 17. In addition, the DR SSS system also stored, as part of the "look and feel description," a set of navigational links to specific web pages of the host website.

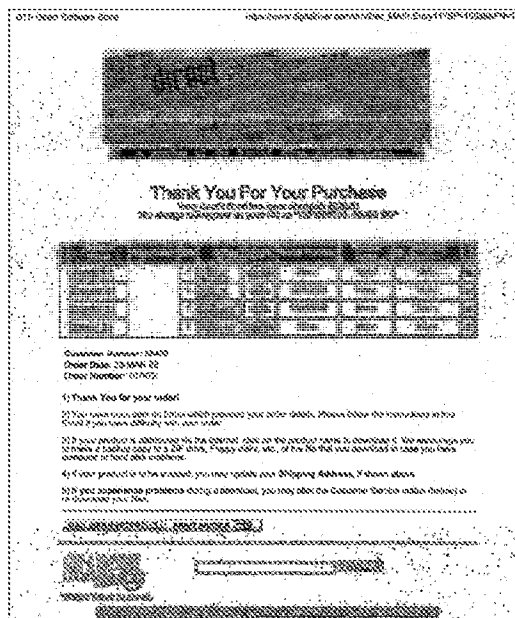
558. Reproduced below is a screenshot of the DTPDirect.com affiliate ("host") site, generated by Jim Pichler from legacy source code [produced at DR034747-DR034902]. This site, served by the Digital River SSS outsource server, contained web pages comprising three frames. As can be seen in the screenshot, the leftmost frame contained a navigation bar:



559. As clearly shown above, the navigation bar included a set of navigational links to specific web-pages on the host website (i.e., "who we are," "download," "everything," "what's new," and "email"). A consumer who clicked on one of these links would be taken to the

specific selected page of the host site. Although in this particular implementation the navigation bar was not actually stored in a datastore on the Digital River SSS server—rather, it was loaded from the host website—that was merely an implementation choice, one of a limited number of choices related to where the navigation bar would be stored. Anyone skilled in the art at that time would have understood that the navigation bar could just as easily have been stored and loaded from the outsource server, and thus the concept of providing multiple navigation links from a page served by the outsource server was clearly obvious at the time.

560. Indeed, by at least March, 1998, the Digital River SSS system was serving pages from the outsource server which did contain multiple navigation links pointing back to the first website. As explained to me by Mr. Jim Pichler, the final page served from the Digital River server at the end of the check-out process included at least one link back to the affiliate website (first website). These links are illustrated in the following screenshot for DTPDirect.com. As explained to me by Jim Pichler, these are navigational links (e.g. "main page," "search," "how to order," "policies," "contact us," etc.) to the DTPDirect.com host website:



[See DRI00021259, Pg. 3]

561. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the three previous paragraphs, that the pages on the Digital River SSS server included navigational links back to the first ("host") website. As such, Claim 20 is invalid as anticipated by the Digital River SSS prior art system. In the event it is determined that Claim

20 is not anticipated, then in my opinion Claim 20 is obvious over Digital River SSS alone, and/or obvious over Digital River in light of Tobin '666.

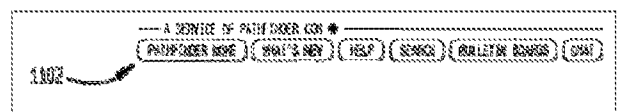
**Claim 20 is Obvious Over Digital River SSS in View of the Tobin '666 Prior Art**

562. As explained previously, the Tobin '666 reference clearly discloses a system wherein the "look and feel description" includes multiple navigational links, each of which link to a specific page of the first website, as required by Claim 20.

563. As explained in Tobin '666 with respect to Fig. 11C:

"In addition, the client's familiarity with the marketing partner's brand is reinforced through the retention of the marketing partner's navigational features via the hypertext link grouping 1102. The modified header 1116 with the pathfinder co-brand 1116' is shown on Web site pages 1200, 1300, 1400, 1500, 1600, 1700, 1800, 1900 and 2000. In addition, the navigational features 1102 of the marketing partner is utilized on Web site pages 1800 and 1900." [Tobin, '666 at 9:22-30]

564. A person of ordinary skill would understand that Fig. 11C illustrates a webpage 1100, with look and feel elements including a set of navigational links to a specific page of the first website (i.e. - the "pathfinder.com" website.) The bottom portion of Fig. 11C is reproduced below:



565. As shown above, the navigational features 1102 included separate links to specific pages of the first website, i.e. "pathfinder home," "what's new," "help," "search," "bulletin boards" and "chat."

566. It would be obvious to combine Digital River's e-commerce outsourcing system for digital content with the multiple navigational links feature disclosed in Tobin '666. Implementing such an improvement would have been easily within the abilities of a person of

ordinary skill in 1998. Moreover, a person of ordinary skill would have been motivated to combine these references, because the addition of multiple links back to the first website would have been one of a small number of obvious solutions to the problem of enabling a consumer to easily navigate from a shopping page back to other related pages of interest on the referring website.

567. As such, it is my opinion that Claim 20 is also invalid as obvious over at least the combination of Digital River SSS and Tobin, '666.

**4. Claim 21**

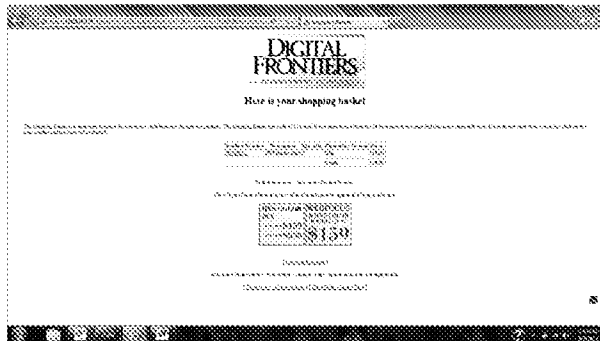
568. The Digital River SSS prior art system included each and every element of Claim 21.

**Claim 21 - Element (a), the "...logo..." limitation**

569. Digital River SSS implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining a logo associated with and displayed on at least some of the web pages of the first website" as required by Element (a) of Claim 21.

570. The Digital River SSS outsource server would store the dealer (or affiliate) logo. Jim Pichler explained to me that his goal was to match the look and feel of the dealer website, so that customers would not know that they had left the site. Thus he would use the dealer logo where appropriate. For example, *Digital River Archive/Tango CD Documents/digitalriver - tango gry directories from live system backup Nov 1996/pics/dtp* [DR034909] stores the DTPDirect logo for use by the outsource server.

571. An example is shown, in the screenshot below generated from legacy code by Jim Pichler, of a logo (from dealer or host Digital Frontiers) placed in a page served by the Digital River SSS server:



572. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the pages on the Digital River SSS server could contain the client's logo.

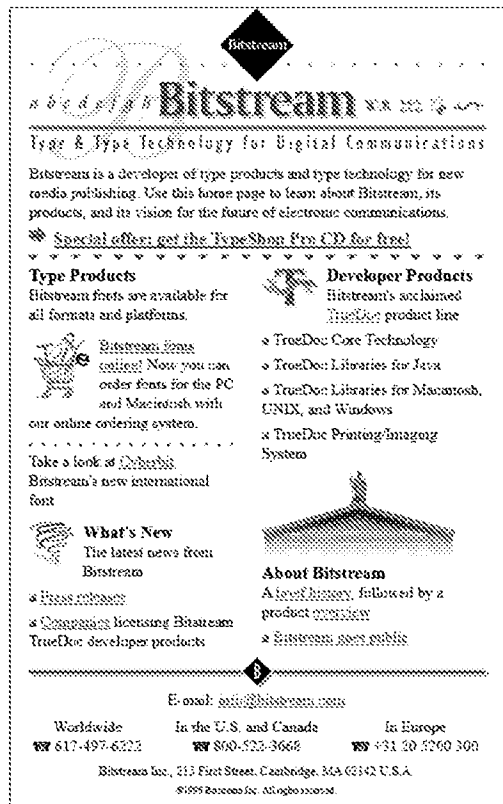
**Claim 21 - Element (b), "...color scheme..."**

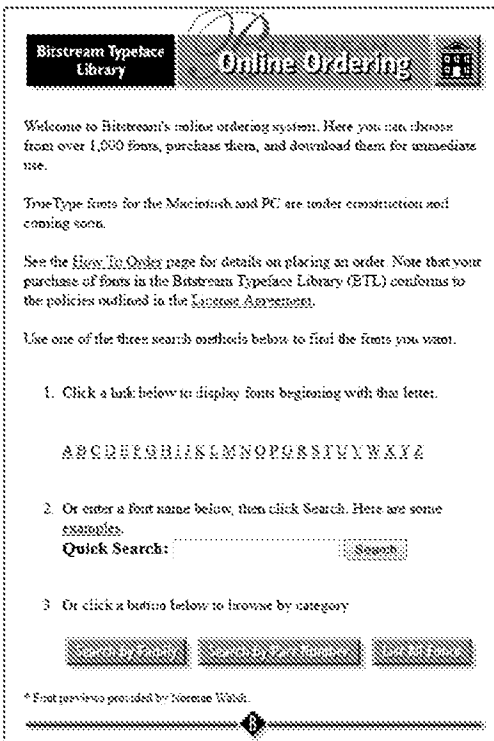
573. Digital River SSS implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining a color scheme used on at least some of the web pages of the first website" as required by Element (b) of Claim 21.

574. The Digital River SSS outsource server would store information regarding the dealer (affiliate) website's color scheme. Jim Pichler explained to me that his goal was to match the look and feel of the dealer (or affiliate) website, so that customers would not know that they had left the site. Thus he would store color information, such as background color and text color, other graphical and color elements such as logos, and product images. For example, color/graphical elements from

<http://web.archive.org/web/19961226170437/http://www.bitstream.com/> [see also DR000034] can be seen on

<http://web.archive.org/web/19961019044742/http://www2.digitalriver.com/bit/index.html> [DR000028-31, DR000032], as illustrated in the following screenshots:





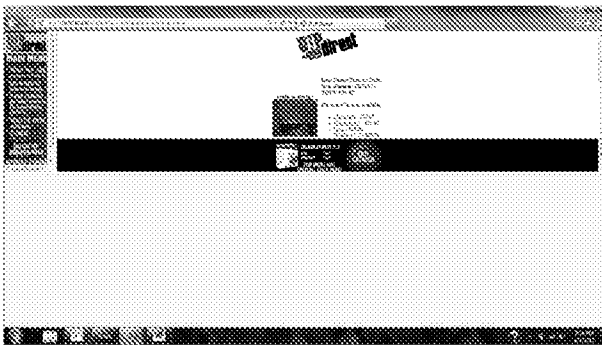
575. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the pages on the Digital River SSS server could use the color scheme from the first website.

**Claim 21 - Element (c), "...page layout..."**

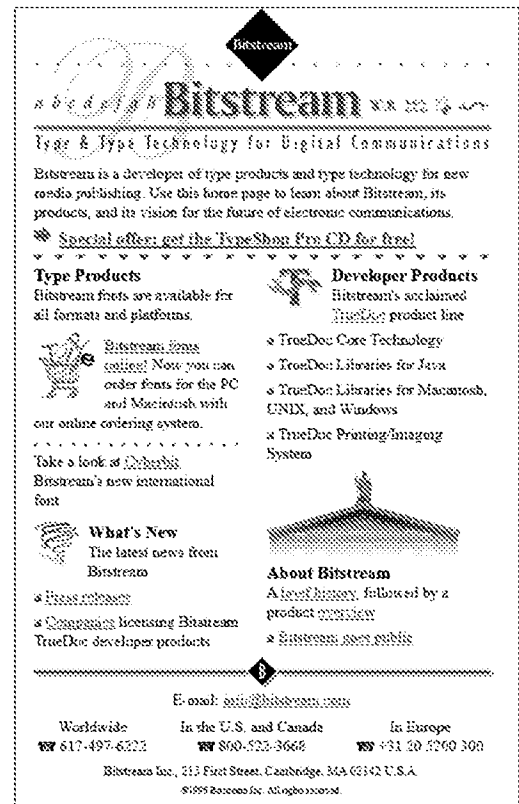
576. Digital River SSS implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining a page layout used on at least some of the web pages of the first website" as required by Element (c) of Claim 21.

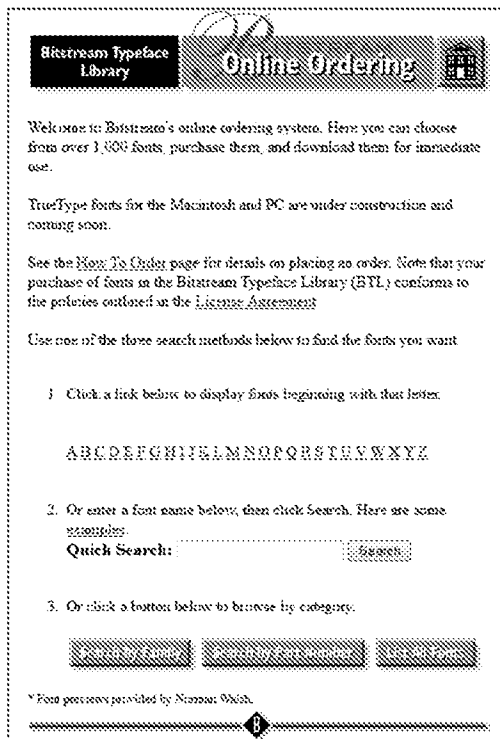
577. Page layout features from the first website were stored for use by the Digital River SSS outsource server. Jim Pichler explained to me that his goal was to match the look and feel of the dealer (or affiliate) website, so that customers would not know that they had left the site. Thus he would store page layout information, such as frame structures, logos, graphical elements, and product images.

578. The following screenshots shows the DTPDirect.com affiliate site generated by Jim Pichler from legacy source code [produced at DR034747-DR034902]. This site, served by the Digital River SSS, contained web pages comprising three frames; the leftmost frame containing a navigation bar. Mr. Pichler explained that he had purposely matched the frame structure of the first page in the second:



579. In another example, the images below show graphical elements (such as the line image immediately above the email address in the first page and at the bottom of the second page), taken from the Bitstream.com home page and used on a Bitstream.com page served by the Digital River SSS server:





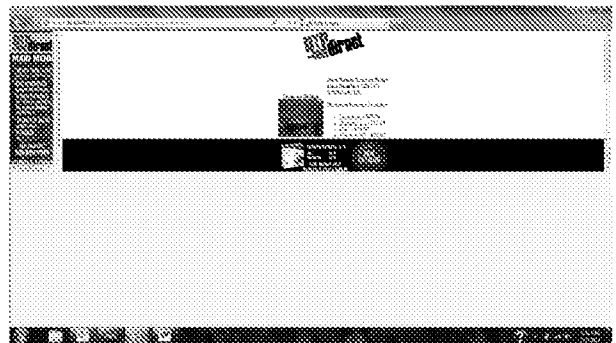
http://web.archive.org/web/19961019044742/http://www2.digitalriver.com/bit/index.html  
See also DR000032

580. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraphs, that the pages on the Digital River SSS server could use the layout from the first website.

**Claim 21 - Element (d), "...navigational links..."**

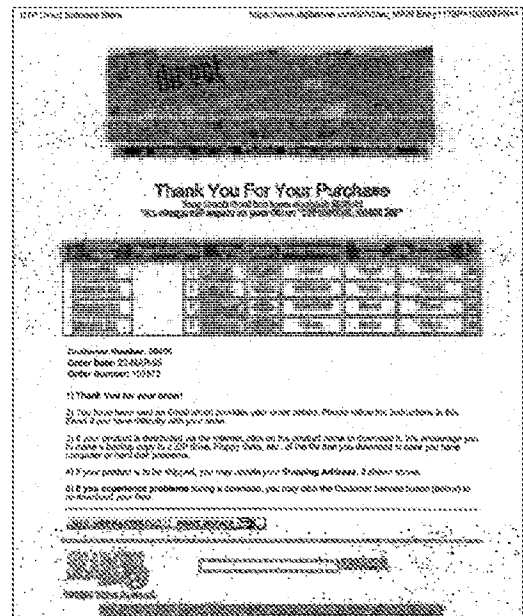
581. Digital River SSS implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website" as required by Element (d) of Claim 21. As explained above, the Digital River SSS system implemented all the steps of independent Claim 17. In addition, the DR SSS system also stored, as part of the "look and feel description," a set of navigational links to specific web pages of the host website.

582. Reproduced below is a screenshot of the DTPDirect.com affiliate ("host") site, which was generated by Pichler from legacy source code [produced at DR034747-DR034902]. This site, served by the Digital River SSS outsource server, contained web pages comprising three frames. As can be seen in the screenshot, the leftmost frame contained a navigation bar:



583. As clearly shown above, the navigation bar included a set of navigational links to specific web-pages on the host website (i.e., "who we are," "download," "everything," "what's new," and "email"). A consumer who clicked on one of these links would be taken to the specific selected page of the host site. Although in this particular implementation the navigation bar was not actually stored in a datastore on the Digital River SSS server—rather, it was loaded from the host website—that was merely an implementation choice, one of a limited number of choices related to where the navigation bar would be stored. Anyone skilled in the art at that time would have understood that the navigation bar could just as easily have been stored and loaded from the outsource server, and thus the concept of providing multiple navigation links from a page served by the outsource server was clearly obvious at the time.

584. Indeed, by at least March, 1998, the Digital River SSS system was serving pages from the outsource server which did contain multiple navigation links pointing back to the first website. As explained to me by Jim Pichler, the final page served from the Digital River server at the end of the check-out process included at least one link back to the affiliate website (first website). These links are illustrated in the following screenshot for DTPDirect.com. As explained to me by Jim Pichler, these are navigational links (e.g. "main page," "search," "how to order," "policies," "contact us," etc.) to the DTPDirect.com host website:



[See DRI00021259, Pg. 3]

585. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous four paragraphs, that the pages on the Digital River SSS server included navigational links back to the first ("host") website. As such, Element (d) of Claim 21 is invalid as anticipated by the Digital River SSS prior art system. In the event it is determined that Element (d) of Claim 21 is not anticipated, then in my opinion Element (d) of

Claim 21 is obvious over Digital River SSS alone, and/or obvious over Digital River in light of Tobin '666.

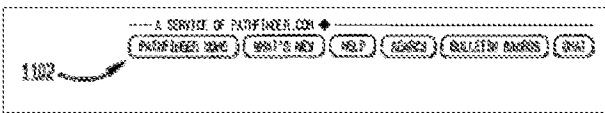
**Element (d) of Claim 20 is Obvious Over Digital River SSS in View of the Tobin '666 Prior Art**

586. As explained previously, the Tobin '666 reference clearly discloses a system wherein the "look and feel description" includes multiple navigational links, each of which link to a specific page of the first website, as required by Element (d) of Claim 20.

587. As explained in Tobin '666 with respect to Fig. 11C:

"In addition, the client's familiarity with the marketing partner's brand is reinforced through the retention of the marketing partner's navigational features via the hypertext link grouping 1102. The modified header 1116 with the pathfinder co-brand 1116' is shown on Web site pages 1200, 1300, 1400, 1500, 1600, 1700, 1800, 1900 and 2000. In addition, the navigational features 1102 of the marketing partner is utilized on Web site pages 1800 and 1900." [Tobin, '666 at 9:22-30]

588. A person of ordinary skill would understand that Fig. 11C illustrates a webpage 1100, with look and feel elements including a set of navigational links to a specific page of the first website (i.e. - the "pathfinder.com" website.) The bottom portion of Fig. 11C is reproduced below:



589. As shown above, the navigational features 1102 included separate links to specific pages of the first website, i.e. "pathfinder home," "what's new," "help," "search," "bulletin boards" and "chat."

590. It would be obvious to combine Digital River's e-commerce outsourcing system for digital content with the multiple navigational links feature disclosed in Tobin '666.

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Implementing such an improvement would have been easily within the abilities of a person of ordinary skill in 1998. Moreover, a person of ordinary skill would have been motivated to combine these references, because the addition of multiple links back to the first website would have been one of a small number of obvious solutions to the problem of enabling a consumer to easily navigate from a shopping page back to other related pages of interest on the referring website.

591. As such, it is my opinion that Element (d) of Claim 21 is also obvious over at least the combination of Digital River SSS and Tobin, '666.

592. To summarize, with respect to Claim 21, the Digital River SSS system implemented all the elements claim 21 as depending from Claim 17. As such, Claim 21 is invalid as anticipated by Digital River SSS. To the extent it is determined that Digital River SSS does not include all the elements of Claim 21, the claim would be invalid as obvious over Digital River alone, or obvious over the combination of Digital River and Tobin '666.

**5. Claim 23**

593. The Digital River SSS prior art system included each and every element of Claim 23.

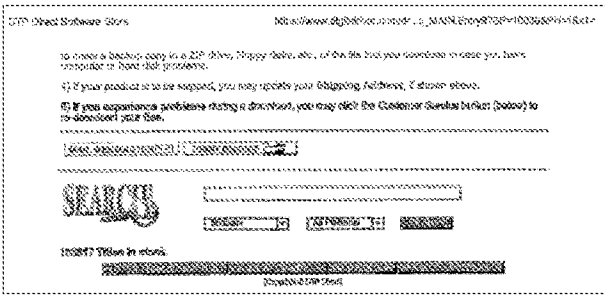
594. Digital River SSS implemented and used the method of "The process of claim 17 wherein the commerce object is a set of product categories and further comprising accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories" as required by Claim 23.

595. The Digital River SSS outsource e-commerce system provided both product categorization and product search:

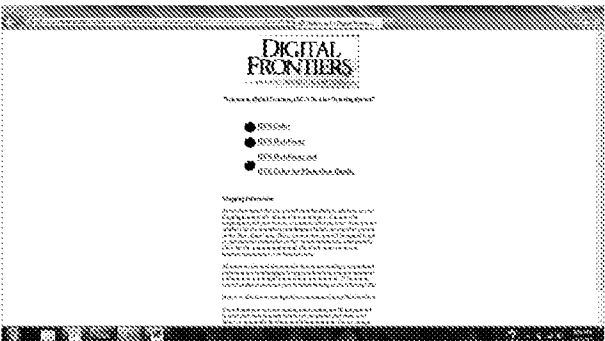
"In addition, Digital River will develop an online store featuring all of EA's products. Like the current EA Store, users can search by product category, key words, or platform. Product specials or new products can be featured on the front page of this store to provide for greater attention. For an example of how the EA Store might look, please refer to Figure 2." *Digital River Proposal Summary*, April 29, 1998, Figure 2; [DR000066-72]

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[DR074669]



Screenshot generated from legacy source code by Jim Pichler

596. My opinion is further supported by my discussion with Jim Pichler, who explained that affiliates could sell various categories of products, and that products could be searched.

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597. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that the Digital River SSS provided commerce objects that were product categories, and that it allowed prospective buyers to search.

598. Additional citations supporting my conclusions regarding the disclosure of the Asserted Claims of the '572 Patent in Digital River SSS, and the other anticipating prior art, is provided in the relevant claim charts.

**D. The Asserted Claims of the '572 Patent are Invalid Over Travelocity Co-Branding**

**1. Claim 13**

599. The Travelocity Co-Branding prior art system included each and every element of Claim 13.

**Claim 13 – Preamble**

600. Travelocity Co-Branding implemented and used the method of "An e-commerce outsourcing system" as required by the preamble to Claim 13.

601. Travelocity Co-Branding was an e-commerce outsourcing system in which Travelocity provided travel booking services to other companies, such as Yahoo!:

"A. Yahoo! operates a search engine and World Wide Web directory under the brand 'Yahoo!'.  
B. SI operates a travel booking engine and interactive Internet travel services through its 'Travelocity' site, located at <http://www.travelocity.com> (the 'Travelocity Site').  
C. Yahoo! and SI wish to provide Yahoo! users with travel booking services by distributing SI's booking engine on the Yahoo! Site and to advertise and promote SI's interactive Internet travel services, all in accordance with the terms and conditions of this Agreement." Travel Services Advertising and Promotion Agreement, June 30, 1997.

602. My opinion is supported by my interview with Barry Vandevier, who stated that Travelocity provided e-commerce outsource services for the travel industry to sites including Yahoo!, Compuserve, EarthLink, 7UP, Budget Rent A Car, SpryNet, and many others.

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603. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that the Travelocity Co-Branding service was an e-commerce outsourcing system.

**Claim 13 - Element (a), the "data store" limitation**

604. Travelocity Co-Branding implemented and used the method of "a data store including a look and feel description associated with a host web page having a link correlated with a commerce object" as required by Element (a) of Claim 13.

605. The Travelocity Co-Branding system used look and feel customization for various webpages:

"The following pages within Travelocity will be co-branded for Yahoo!:

| Path                  | Page Name   |
|-----------------------|---|
| 3 Best                | ffrqst<br>ffdisp<br>ffprice                         |
| Flights & Prices      | fprqst<br>fpdisp1<br>fpdisp2<br>fppric1             |
| Hotels                | htrqst<br>htavail<br>htdisp<br>htcdnbr1<br>htcdnbr2 |
| Cars                  | crqst<br>crcdnbr1<br>crcdnbr2<br>crdisp<br>crdetail |
| Existing Reservations | Exrqst  |

Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.

606. Additionally, Travelocity Co-Branding affiliate pages would link to the Travelocity pages:

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"2.1 Yahoo! Travel Page. Yahoo! shall provide a prominent hyperlink on the Yahoo! Travel Page to the Co-Branded Pages described in Section 2.2." Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412

607. My opinion is supported by my interview with Barry Vandevier, who stated that Travelocity did its best to store the look and feel of their partner ("affiliate" or "host") sites in order to "keep a common user experience between the partner site and our [Travelocity's] site" when serving pages containing travel products.

608. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that Travelocity was storing a look and feel for pages that could be presented in response when users clicked on links on the host site to commerce objects on the Travelocity site.

**Claim 13 - Element (b), "to serve a composite web page to the visitor..."**

609. Travelocity Co-Branding implemented and used the method of "a computer processor coupled to the data store and in communication through the Internet with the host web page and programmed, upon receiving an indication that the link has been activated by a visitor computer in Internet communication with the host web page, to serve a composite web page to the visitor computer wit (sic) a look and feel based on the look and feel description in the data store and with content based on the commerce object associated wit (sic) the link" as required by Element (b) of Claim 13.

610. Travelocity Co-Branding pages served by the outsource server would use the same design as the pages used across its affiliates' other websites:

"(b) User Interface. The Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! Across Yahoo!'s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! shall have the right reasonably to approve the final design of all Co-Branded Pages. Any material changes to the Co-Branded Pages thereafter shall be made upon the mutual agreement of the parties. Yahoo! shall assign one individual to work with SI to ensure that the Co-Branded Pages satisfy Yahoo!'s requirements. Yahoo! will use reasonable best efforts to ensure continuity of Yahoo! personnel involved in the design process. All pages displayed to Yahoo! Site users, other than the Co-Branded Pages, shall conform to the graphical interface utilized by SI,

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provided however Yahoo! shall have a reasonable right of approval with respect to such interface." Travel Services Advertising and Promotion Agreement, June 30, 1997 (emphasis added). See DFNDT000388-412.

611. Additionally, Travelocity Co-Branding affiliate pages would link to the Travelocity pages:

"2.1 Yahoo! Travel Page. Yahoo! shall provide a prominent hyperlink on the Yahoo! Travel Page to the Co-Branded Pages described in Section 2.2." Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412

612. My opinion is supported by my interview with Barry Vandevier, who stated that Travelocity served pages to people who clicked on links on the partner ("affiliate" or "host") sites, and that the pages contained commerce objects representing travel products and were intended to match the look and feel of their partner sites in order to "keep a common user experience between the partner site and our [Travelocity's] site."

613. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the three previous paragraphs, that when a link on the host page was activated, the visitor would be sent a page containing commerce objects from the Travelocity server, using the look and feel saved in the data store.

**2. Claim 17**

614. The Travelocity Co-Branding prior art system included each and every element of Claim 17.

**Claim 17 - Preamble**

615. Travelocity Co-Branding implemented and used the method of "An e-commerce outsourcing process" as required by the preamble to Claim 17.

616. Travelocity Co-Branding was an e-commerce outsourcing system in which Travelocity provided travel booking services to other companies, such as Yahoo!:

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"A. Yahoo! operates a search engine and World Wide Web directory under the brand 'Yahoo!'.  
B. SI operates a travel booking engine and interactive Internet travel services through its 'Travelocity' site, located at <http://www.travelocity.com> (the 'Travelocity Site').  
C. Yahoo! and SI wish to provide Yahoo! users with travel booking services by distributing SI's booking engine on the Yahoo! Site and to advertise and promote SI's interactive Internet travel services, all in accordance with the terms and conditions of this Agreement." Travel Services Advertising and Promotion Agreement, June 30, 1997.

617. My opinion is supported by my interview with Barry Vandevier, who stated that Travelocity provided e-commerce outsource services for the travel industry to sites including Yahoo!, Compuserve, EarthLink, 7UP, Budget Rent A Car, SpryNet, and many others.

618. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that the Travelocity Co-Branding service was an e-commerce outsourcing system.

**Claim 17 - Element (a): "...storing a look and feel description..."**

619. Travelocity Co-Branding implemented and used the method of "storing a look and feel description associated with a first website in a data store associated with a second website" as required by Element (a) of Claim 17.

620. The Travelocity Co-Branding system saved look and feel descriptions for a variety of pages:

"The following pages within Travelocity will be co-branded for Yahoo!:

| Path             | Page Name   |
|------------------|---|
| 3 Best           | ffrqst<br>ffdisp<br>ffprice                         |
| Flights & Prices | fprqst<br>fpdisp1<br>fpdisp2<br>fppric1             |
| Hotels           | htrqst<br>htavail<br>htdisp<br>htcdnbr1<br>htcdnbr2 |

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|                       |   |
|-----------------------|---|
| Cars                  | crqst<br>crednbr1<br>crednbr2<br>crdisp<br>crdetail |
| Existing Reservations | Exrqst  |

*Yahoo! Travel Booking Engine - High Level Requirements*, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.

621. Additionally, the affiliate site would link to the Travelocity pages:

"2.1 Yahoo! Travel Page. Yahoo! shall provide a prominent hyperlink on the Yahoo! Travel Page to the Co-Branded Pages described in Section 2.2." Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412

622. My opinion is supported by my interview with Barry Vandevier, who stated that Travelocity did its best to store the look and feel of their partner ("affiliate" or "host") sites in order to "keep a common user experience between the partner site and our [Travelocity's] site."

623. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the three previous paragraphs, that Travelocity was storing a look and feel for pages that could be presented in response to clicks on links on the host site.

**Claim 17 – Element (b): "...a link correlating the web page..."**

624. Travelocity Co-Branding implemented and used the method of "including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object" as required by Element (b) of Claim 17.

625. The pages served by the Travelocity Co-Branding outsource server would use the same design as the pages used across affiliates' other websites:

"(b) User Interface. The Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! Across Yahoo!'s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! shall have the right reasonably to approve the final design of all Co-Branded Pages. Any material changes to the Co-Branded Pages

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thereafter shall be made upon the mutual agreement of the parties. Yahoo! shall assign one individual to work with SI to ensure that the Co-Branded Pages satisfy Yahoo!'s requirements. Yahoo! will use reasonable best efforts to ensure continuity of Yahoo! personnel involved in the design process. All pages displayed to Yahoo! Site users, other than the Co-Branded Pages, shall conform to the graphical interface utilized by SI, provided however Yahoo! shall have a reasonable right of approval with respect to such interface."

Travel Services Advertising and Promotion Agreement, June 30, 1997 (emphasis added). See DFNDT000388-412.

626. My opinion is supported by my interview with Barry Vandevier, who stated that partner ("affiliate" or "host") sites would link to Travelocity pages containing commerce objects representing travel products, and that the served pages would match the look and feel of their partner sites in order to "keep a common user experience between the partner site and our [Travelocity's] site."

627. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that when a link on the host page was activated, the visitor would be sent a page containing commerce objects from the Travelocity server, using the look and feel saved in the data store.

**Claim 17 – Element (c): "...web page having a look and feel..."**

628. Travelocity Co-Branding implemented and used the method of "upon receiving an activation of the link from a visitor computer to which the web page has been served, sewing (sic) to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link" as required by Element (c) of Claim 17.

629. Pages served by the Travelocity Co-Branding system would use the same design as the pages used across its affiliates' other websites:

"(b) User Interface. The Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! Across Yahoo!'s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! shall have the right reasonably to approve the final design of all Co-Branded Pages. Any material changes to the Co-Branded Pages thereafter shall be made upon the mutual agreement of the parties. Yahoo! shall assign one individual to work with SI to ensure that the Co-Branded Pages satisfy Yahoo!'s

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requirements. Yahoo! will use reasonable best efforts to ensure continuity of Yahoo! personnel involved in the design process. All pages displayed to Yahoo! Site users, other than the Co-Branded Pages, shall conform to the graphical interface utilized by SI, provided however Yahoo! shall have a reasonable right of approval with respect to such interface." Travel Services Advertising and Promotion Agreement, June 30, 1997 (emphasis added). See DFNDT000388-412.

630. My opinion is supported by my interview with Barry Vandevier, who stated that when the Travelocity server received clicks from their partner ("affiliate" or "host") sites, the Travelocity server would serve pages containing travel products (commerce objects), and that the served pages would match the look and feel of their partner sites in order to "keep a common user experience between the partner site and our [Travelocity's] site."

631. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that when a link on the host page was activated, the visitor would be sent a page containing commerce objects from the Travelocity server, using the look and feel saved in the data store.

**3. Claim 20**

632. The Travelocity Co-Branding prior art system included each and every element of Claim 20.

633. Travelocity Co-Branding implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website" as required by Claim 20.

634. Pages served by the Travelocity Co-Branding server could contain the same navigational links as those used on the first site:

"2.3 Modify the toolbars to be Yahoo! specific. The rainbow toolbar bar.gif will be modified similar to the Travelocity Highlights toolbar (i.e. CompuServe). This will require template modifications in bar.cti, gitvmod.cti, and gitvmod.pgd. The modifications will only consist of URL changes back to the Yahoo! site or to existing functionality in Travel Reservations.

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The gray toolbars grtool1.gif, grtool2.gif, and grtool3.gif, will be modified only to change the "Travelocity Home" option to point to a Yahoo! Travel page. This will be a graphics modification and URL modification only."

*Yahoo! Travel Booking Engine - Scope Definition*, last modified on 8/1/1997 (emphasis added). See DFNDT000413-422.

635. My opinion is supported by my interview with Barry Vandevier, who stated that Travelocity would include links in the served pages back to the partner ("affiliate" or "host") site. These links were often in navigation bars copied from the partner site. As an example he mentioned the relationship with Yahoo!, when they used the Yahoo! navigation bar in the pages served by the Travelocity server.

636. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that the Travelocity pages would contain navigational links pointing to the first site.

**4. Claim 21**

637. The Travelocity Co-Branding prior art system included each and every element of Claim 21.

**Claim 21 - Element (a), the "...logo..." limitation**

638. Travelocity Co-Branding implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining a logo associated with and displayed on at least some of the web pages of the first website" as required by Element (a) of Claim 21.

639. Pages served by the Travelocity Co-Branding server would include the logo from the first site:

"2.2 Co-Branded Pages.  
(a) Masthead. The masthead on each Co-Branded Page shall conform to the specifications set forth in Exhibit B and shall display Yahoo!'s name and logo and SI's name and logo in equal relative prominence. A representative screen image of the masthead is attached to this Agreement in Exhibit A.

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640. My opinion is supported by my interview with Barry Vandevier, who stated that the pages served by the Travelocity server would contain logos taken from their partner ("affiliate" or "host") sites.

641. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that the Travelocity pages would include logos from the first site.

**Claim 21 - Element (b), "...color scheme..."**

642. Travelocity Co-Branding Travelocity Co-Branding "The process of claim 17 wherein the look and feel description comprises data defining a color scheme used on at least some of the web pages of the first website" as required by Element (b) of Claim 21.

643. The Travelocity Co-Branding server served pages that used the color scheme from the first website.

"This 'look and feel' will include the Yahoo! logo, the background color, and the toolbars."  
Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413-422.

644. My opinion is supported by my interview with Barry Vandevier, who stated that the pages served by the Travelocity server would match the look and feel of their partner ("affiliate" or "host") sites, including color elements. Mr. Vandevier stated that the system had the capability of modifying background color, and that color scheme would also be matched by using various graphical elements from the partner sites, including navigation bars, buttons, logos, and colors used in the partner sites' header and footer areas.

645. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that the pages provided by the Travelocity server would employ the color scheme from the first site.

**Claim 21 - Element (c), "...page layout..."**

646. Travelocity Co-Branding implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining a page layout used on at least some of the web pages of the first website" as required by Element (c) of Claim 21.

647. The Travelocity Co-Branding system used the layout of the affiliate's site in the pages served by the Travelocity server:

"(b) User Interface. The Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! across Yahoo!'s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! shall have the right reasonably to approve the final design of all Co-Branded Pages."  
Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.

"Each cobranded page will have the Yahoo! masthead (460 wide by 60 high) in place of the Travelocity logo. The IMG SRC to this masthead will point to the Yahoo! site. This will require modification of the pageHeader proc in sbTools.inc. In addition, the pageHeader proc will be modified to provide the Yahoo! background. Lastly, the toolbars will be modified for Yahoo!. This will require modification of the pageFooter proc in sbTools.inc. There are approximately 25 templates that will require cobranding."  
Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413-422.

648. My opinion is supported by my interview with Barry Vandevier, who stated that the pages served by the Travelocity server would match the look and feel of their partner ("affiliate" or "host") sites, including layout elements such as navigation bars, buttons, logos, and HTML that configured the header and footer areas of the served pages. Travelocity would even, when appropriate, use iframes (internal frames or "windows" within a web page) to embed advertising from the partner site into the pages served by the Travelocity server.

649. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that the layout from the first site would be used for the commerce pages served by the Travelocity server.

**Claim 21 - Element (d), "...navigational links..."**

650. Travelocity Co-Branding implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website" as required by Element (d) of Claim 21.

651. Co-branded pages served by the Travelocity Co-Branding outsource server could contain the same navigational links as those used on the first site:

"2.3 Modify the toolbars to be Yahoo! specific. The rainbow toolbar bar.gif will be modified similar to the Travelocity Highlights toolbar (i.e. CompuServe). This will require template modifications in bar.cti, gltvmod.cti, and gltvmod.pgd. The modifications will only consist of URL changes back to the Yahoo! site or to existing functionality in Travel Reservations.

The gray toolbars grtool1.gif, grtool2.gif, and grtool3.gif, will be modified only to change the 'Travelocity Home' option to point to a Yahoo! Travel page. This will be a graphics modification and URL modification only."  
Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997 (emphasis added). See DFNDT000413-422.

652. My opinion is supported by my interview with Barry Vandevier, who stated that the pages served by the Travelocity server would include navigational links back to the partner ("affiliate" or "host") sites. The final page in the booking process would include one or more links back to the partner site, but other navigation links would be incorporated into the served pages also; as an example, the Yahoo! pages served by the Travelocity server included the Yahoo! navigation bar taken from the Yahoo! site, which navigation bar contained multiple links to various pages on the Yahoo! site.

653. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that the Travelocity pages would contain navigational links pointing to the first site.

**5. Claim 23**

654. The Travelocity Co-Branding prior art system included each and every element of Claim 23.

655. Travelocity Co-Branding implemented and used the method of "The process of claim 17 wherein the commerce object is a set of product categories and further comprising accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories" as required by Claim 23.

656. The Travelocity Co-Branding server was providing commerce objects representing flight, car, and hotel categories, and visitors could search for the appropriate product.

"Purpose:  
To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."  
Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.

"The Yahoo! travel page will include a flight express path. Modify the Travelocity entry point to accept the following parameters:

- Number of passengers
- Leaving from / going to cities
- Departure date / departure time
- Return date / return time

The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:

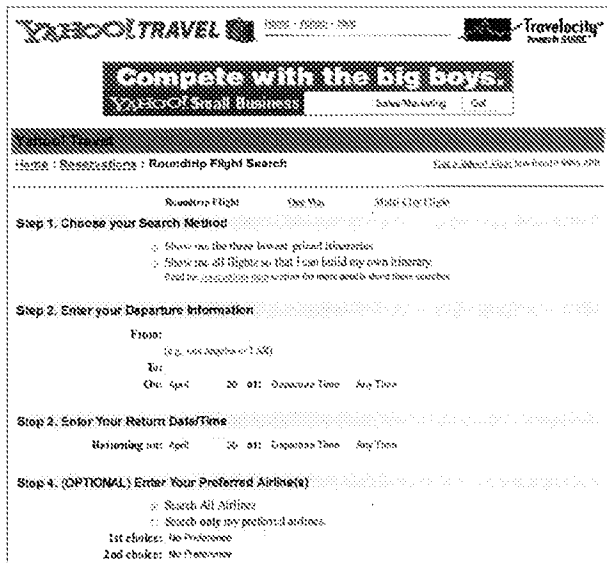
- Pick-up city
- Pick-up date / pick-up time
- Return date / return time
- Number of travelers
- Type of car

The Yahoo! travel page will include a cars (sic) express path. Modify the Travelocity entry point to accept the following parameters:

- Check-in city
- Check-in / check-out dates
- Number of travelers
- Number of rooms"

Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413-424.

657. My opinion is supported by my interview with Barry Vandevier, who stated that the Travelocity servers provided pages containing various categories of travel products (commerce objects) and the ability to search within those categories. In addition, Travelocity provided a variety of ways for visitors to search through the travel products provided by Travelocity, including search forms that were embedded into pages on the partner ("affiliate" or "host") sites and both limited-search and full-search functions provided on the pages served by the Travelocity server. An example search form—in this case placed on the partner site (Yahoo.com) is shown below:



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[http://web.archive.org/web/19981206073151/http://travel.yahoo.com/destinations/travelocity\\_air/final\\_fit\\_roundtrip.html](http://web.archive.org/web/19981206073151/http://travel.yahoo.com/destinations/travelocity_air/final_fit_roundtrip.html) [DFNDT0005710]

658. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that a commerce object provided product categories and would allow visitors to search through the different travel-product categories.

659. Additional citations supporting my conclusions regarding the disclosure of the Asserted Claims of the '572 Patent in Travelocity Co-Branding, and the other anticipating prior art, is provided in the relevant claim charts.

**E. The Asserted Claims of the '572 Patent are Invalid Over Tobin**

**1. Claim 13**

660. Tobin '666 discloses each and every element of Claim 13.

**Claim 13 – Preamble**

661. Tobin '666 discloses "An e-commerce outsourcing system" as required by the preamble to Claim 13.

662. Tobin '666 discloses the concept of a site providing flowers and gifts sales on an outsourcing model.

"Although the present invention can be used in many applications which can utilize customization marketing tools unique to client/server communications across variety of communication network structures, the present invention is described in its application to PC Flowers & Gifts, an Internet site providing floral and gift services through Web site pages which are dynamically customized to the requirements of other Internet sites referring clients, i.e., consumers, to the PC Flowers & Gifts Web site pages." Column 5, lines 3-11.

663. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that Tobin '666 disclosed an e-commerce outsourcing system.

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**Claim 13 - Element (a), the "data store" limitation.**

664. Tobin '666 discloses "a data store including a look and feel description associated with a host web page having a link correlated with a commerce object" as required by Element (a) of Claim 13.

665. Tobin '666 discloses that the web pages served by the outsource server, containing commerce objects, would be customized with the look and feel of the host site that had been saved in a data store:

"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers & Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.

666. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that a look and feel was being placed into a data store for use on pages containing the commerce objects.

**Claim 13 - Element (b), "to serve a composite web page to the visitor..."**

667. Tobin '666 discloses "a computer processor coupled to the data store and in communication through the Internet with the host web page and programmed, upon receiving an indication that the link has been activated by a visitor computer in Internet communication with the host web page, to serve a composite web page to the visitor computer wit (sic) a look and feel based on the look and feel description in the data store and with content based on the commerce object associated wit (sic) the link" as required by Element (b) of Claim 13.

668. Tobin '666 discloses customized web pages:

"The Web site page 21A0 includes a hypertext link 21A1 to a Homearts' Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers & Gifts Web site pages depicted in FIGS. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements." Column 9, lines 56-62; FIGS. 21A-C.

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669. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that when the visitor to the host site clicked on the link, the outsource server would serve a web page, containing commerce objects, that had been customized with a look and feel saved in the data store.

**2. Claim 17**

670. Tobin '666 discloses each and every element of Claim 17.

**Claim 17 - Preamble**

671. Tobin '666 discloses "An e-commerce outsourcing process" as required by the preamble to Claim 17.

672. Tobin '666 discloses the concept of a site providing flowers and gifts sales on an outsourcing model.

"Although the present invention can be used in many applications which can utilize customization marketing tools unique to client/server communications across variety of communication network structures, the present invention is described in its application to PC Flowers & Gifts, an Internet site providing floral and gift services through Web site pages which are dynamically customized to the requirements of other Internet sites referring clients, i.e., consumers, to the PC Flowers & Gifts Web site pages." Column 5, lines 3-11.

673. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that Tobin '666 disclosed an e-commerce outsourcing process.

**Claim 17 – Element (a): "...storing a look and feel description..."**

674. Tobin '666 discloses "storing a look and feel description associated with a first website in a data store associated with a second website" as required by Element (a) of Claim 17.

675. Tobin '666 discloses that a look and feel description is stored in a data store associated with the second website:

"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas

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within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.

676. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the look and feel of the first site is being placed into a data store associated with the second site (the site being served from the outsource server).

**Claim 17 – Element (b): "...a link correlating the web page..."**

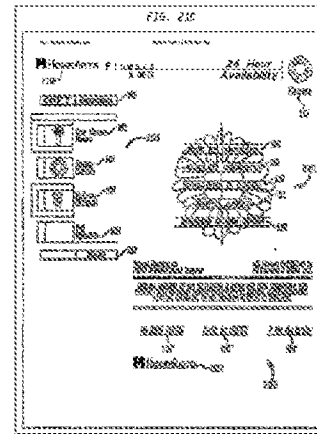
677. Tobin '666 discloses "including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object" as required by Element (b) of Claim 17.

678. Tobin '666 discloses that affiliates could link from the first site across to commerce objects on the second site:

"The Web site page 21A0 includes a hypertext link 21A1 to a Homearts' Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers & Gifts Web site pages depicted in FIGS. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements.

FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers & Gifts Web site pages depicted in FIGS. 1C-10." Column 9, lines 56-65; FIGs. 21A-C.

679. Tobin describes how commerce objects can be inserted into the pages served by the outsource server. In the following image, for example, shows information about and links to various commerce objects, including "One Dozen Roses," "Balloon Bouquet," and "greeting cards online."



680. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous two paragraphs, that when a visitor clicked on the link placed on the first site, the outsource server would serve a page, containing commerce objects, from the second site that was customized with the look and feel based on the first site.

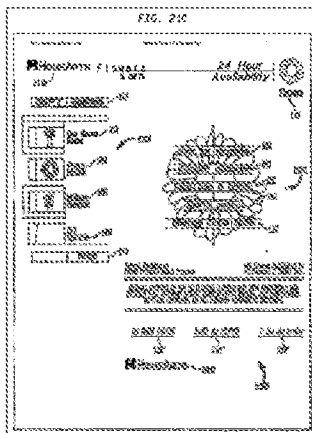
**Claim 17 – Element (c): "...web page having a look and feel..."**

681. Tobin '666 discloses "upon receiving an activation of the link from a visitor computer to which the web page has been served, sewing (sic) to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link" as required by Element (c) of Claim 17.

682. Tobin '666 discloses that when a visitor clicks on a link on the first site, a page containing commerce objects from the second site is displayed, using the look and feel stored from the first site:

"The Web site page 21A0 includes a hypertext link 21A1 to a Homearts' Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers & Gifts Web site pages depicted in FIGS. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements." Column 9, lines 56-62; FIGs. 21A-C.

683. Tobin describes how commerce objects can be inserted into the pages served by the outsource server. In the following image, for example, shows information about and links to various commerce objects, including "One Dozen Roses," "Balloon Bouquet," and "greeting cards online."



684. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous two paragraphs, that when the visitor clicked a link from the first site to the site on the outsource server, the server would provide customized pages, containing commerce objects, using the stored look and feel.

**3. Claim 20**

685. Tobin '666 discloses each and every element of Claim 20.

686. Tobin '666 discloses "The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website" as required by Claim 20.

687. Tobin '666 discloses that the data containing the look and feel of the site could also include links:

"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51. Also see column 9, lines 5-51; FIGs. 11A-20.

688. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the second site could contain navigational links pointing back to the first.

**4. Claim 21**

689. Tobin '666 discloses each and every element of Claim 21.

**Claim 21 - Element (a), the "...logo..." limitation**

690. Tobin '666 discloses "The process of claim 17 wherein the look and feel description comprises data defining a logo associated with and displayed on at least some of the web pages of the first website" as required by Element (a) of Claim 21.

691. Tobin '666 discloses that the stored look and feel could contain a fully customized header and footer:

"Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homearts Flowers & Gifts", and a fully customized footer 2117, "Homearts". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000." Column 9, line 67 - column 6, line 7; FIGs. 21C-30. *Also see* column 9, lines 5-51; FIGs. 11A-20.

692. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that a logo could be included as part of the look and feel.

**Claim 21 - Element (b), "...color scheme..."**

693. Tobin '666 discloses "The process of claim 17 wherein the look and feel description comprises data defining a color scheme used on at least some of the web pages of the first website" as required by Element (b) of Claim 21.

694. Tobin '666 discloses that the stored look and feel could contain a fully customized header and footer:

"Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homearts Flowers & Gifts", and a fully customized footer 2117, "Homearts". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000." Column 9, line 67 - column 6, line 7; FIGs. 21C-30. *Also see* column 9, lines 5-51; FIGs. 11A-20.

695. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that thus the look and feel could contain the color scheme from the first site.

**Claim 21 - Element (c), "...page layout..."**

696. Tobin '666 discloses "The process of claim 17 wherein the look and feel description comprises data defining a page layout used on at least some of the web pages of the first website" as required by Element (c) of Claim 21.

697. Tobin '666 discloses that the stored look and feel could contain a fully customized header and footer:

"Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homearts Flowers & Gifts", and a fully customized footer 2117, "Homearts". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000." Column 9, line 67 - column 6, line 7; FIGs. 21C-30. *Also see* column 9, lines 5-51; FIGs. 11A-20.

698. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the page layout from the first site could be included as part of the look and feel.

**Claim 21 - Element (d), "...navigational links..."**

699. Tobin '666 discloses "The process of claim 17 wherein the look and feel description comprises data defining navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website" as required by Element (d) of Claim 21.

700. Tobin '666 discloses that the stored look and feel could contain links pointing to the first website:

"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.

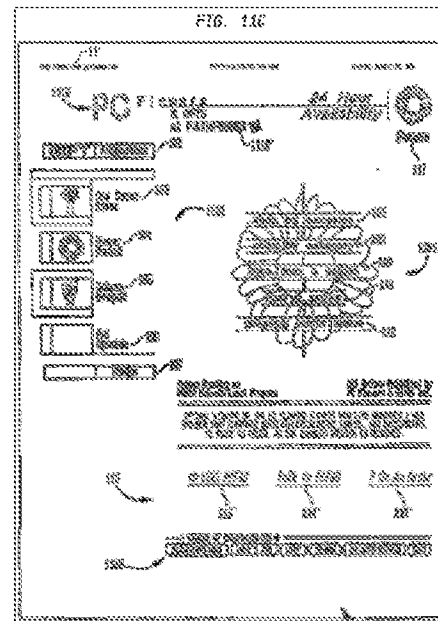
701. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that navigational links back to the first site could be included in the look and feel.

**5. Claim 23**

702. Tobin '666 discloses each and every element of Claim 23.

703. Tobin '666 discloses "The process of claim 17 wherein the commerce object is a set of product categories and further comprising accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories" as required by Claim 23.

704. Tobin '666 discloses categorization and search. FIG. 24 illustrates a web page, customized with Home Arts' look and feel, where a visitor can browse product categories for products and services. FIG. 11C shows a web page, customized with the Pathfinder look and feel, that contains a Search button:



705. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that visitors to the pages served by the outsource commerce server would be able to view commerce objects representing product categories and to search for products.

706. Additional citations supporting my conclusions regarding the disclosure of the Asserted Claims of the '572 Patent in Tobin '666, and the other anticipating prior art, is provided in the relevant claim charts.

**F. The Asserted Claims of the '572 Patent are Invalid Over TravelNow**

**1. Claim 13**

707. The TravelNow prior art included each and every element of Claim 13.

**Claim 13 - Preamble**

708. TravelNow implemented and used the method of "An e-commerce outsourcing system" as required by the preamble to Claim 13.

709. TravelNow was an e-commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages:

"Basic link to TravelNow  
After signing up for the affiliate program you are assigned a unique URL to be used when linking to TravelNow. This allows TravelNow to track reservations coming from your site."  
See /ssjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

710. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that TravelNow was providing e-commerce services to affiliates on an outsource basis.

**Claim 13 - Element (a), the "data store" limitation.**

711. TravelNow implemented and used the method of "a data store including a look and feel description associated with a host web page having a link correlated with a commerce object" as required by Element (a) of Claim 13.

712. TravelNow was storing the look and feel of the affiliate's host site to be when displaying commerce objects in response to a click on a link from the host site:

"How does TravelNow track reservations?"

When you sign up for the affiliate program, a unique URL will be assigned for you to use when linking to TravelNow. This unique URL identifies traffic from your website so you receive credit when a reservation is made."  
See /ssjs/affiliateinfo/signup/index.html [HOT0000358]

"It is very important that every link from your website to TravelNow includes your clientid in the URL so that the correct logos and page defaults for your site are displayed."  
/ssjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

713. The TravelNow system used a "clone ID" embedded into links to the outsource server to help identify the clone (affiliate) site from which the click was coming. For example:  
<A HREF="http://www2.travelnow.com/affiliate/?cid=9999">

714. My opinion is further supported by the deposition testimony of Christopher Lynch, who testified that TravelNow could at least customize the "design, coloration, and layout" of the affiliate pages [Lynch, Tr., 33:6-7].

715. The TravelNow code [HOT0000358] shows a list of at least some of the variables that are saved in a data store and are associated with a commerce object:

```
"var cloneTableBack = "#34208b"  
var cloneTableColor = "#FFFFFF"  
var cloneTableBody1 = "#F0F0F0"  
var cloneTableBody2 = "#D7D7D7"  
var cloneTableBorder = "0"  
  
var clonebackground = ""  
var clonebgcolor = "#FFFFFF"  
var clonealink = ""  
var clonevlink = ""  
var cloneinlink = ""  
var clonecontext = "" "  
See /ssjs/hotels/hotavail.html [HOT0000358]
```

716. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous four paragraphs, that the host web page

look and feel description would be saved in a data store and associated with pages linking to commerce objects on the server.

**Claim 13 - Element (b), "to serve a composite web page to the visitor..."**

717. TravelNow implemented and used the method of "a computer processor coupled to the data store and in communication through the Internet with the host web page and programmed, upon receiving an indication that the link has been activated by a visitor computer in Internet communication with the host web page, to serve a composite web page to the visitor computer with (sic) a look and feel based on the look and feel description in the data store and with content based on the commerce object associated with (sic) the link" as required by Element (b) of Claim 13.

718. When a visitor clicked on a link to the TravelNow outsource server, on the host site, a custom look and feel was used to display the page containing the commerce objects:

"How does TravelNow track reservations?  
When you sign up for the affiliate program, a unique URL will be assigned for you to use when linking to TravelNow. This unique URL identifies traffic from your website so you receive credit when a reservation is made."  
See /ssjs/affiliateinfo/signup/index.html [HOT0000358]

"It is very important that every link from your website to TravelNow includes your clientid in the URL so that the correct logos and page defaults for your site are displayed."  
/ssjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

719. The TravelNow system used a "clone ID" embedded into links to the outsource server to help identify the clone (affiliate) site from which the click was coming. For example:  
<A HREF="http://www2.travelnow.com/affiliate/?cid=9999">

720. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous two paragraphs, that clicking a link on the host site would request a page from the outsource server, which would then send a page containing commerce objects displaying using the look and feel saved in the data store.

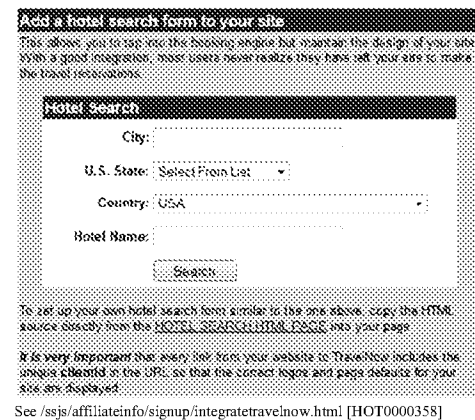
**2. Claim 17**

721. The TravelNow prior art system included each and every element of Claim 17.

**Claim 17 - Preamble**

722. TravelNow implemented and used the method of "An e-commerce outsourcing process" as required by the preamble to Claim 17.

723. TravelNow was an e-commerce outsourcing service:

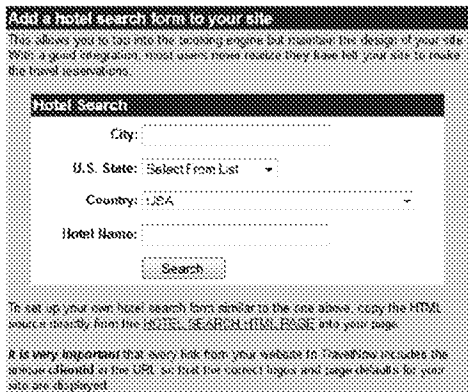


724. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that TravelNow was providing e-commerce services to affiliates on an outsource basis.

**Claim 17 – Element (a): “...storing a look and feel description...”**

725. TravelNow implemented and used the method of “storing a look and feel description associated with a first website in a data store associated with a second website” as required by Element (a) of Claim 17.

726. TravelNow stored the first website’s look and feel:



See /sjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

727. My opinion is further supported by the deposition testimony of Christopher Lynch, who testified that TravelNow could at least customize the “design, coloration, and layout” of the affiliate pages [Lynch, Tr., 33:6-7].

728. The TravelNow code [HOT0000358] shows a list of at least some of the variables that are stored in a data store:

```
“var cloneTableBack = “#34208b”
var cloneTableColor = “#FFFFFF”
var cloneTableBody1 = “#F0F0F0”
```

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```
var cloneTableBody2 = “#D7D7D7”
var cloneTableBorder = “0”
```

```
var clonebackground = “”
var clonebgcolor = “#FFFFFF”
var clonealink = “”
var clonevlink = “”
var clonelink = “”
var clonetext = “” ”
See /sjs/hotels/hotavail.html [HOT0000358]
```

729. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous three paragraphs, that TravelNow stored the first website’s look and feel for use by the second website.

**Claim 17 – Element (b): “...a link correlating the web page...”**

730. TravelNow implemented and used the method of “including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object” as required by Element (b) of Claim 17.

731. TravelNow affiliates would link to commerce objects on the TravelNow server with a link that included a “clone ID” (affiliate ID) to identify the affiliate from which a click came:

```
<!--SELECTION-->
<A HREF=“http://www2.travelnow.com/affiliate/?cid=9999”>
<IMG SRC=“http://www2.travelnow.com/noble/travelnow.gif”
BORDER=“0” alt=“TravelNow Link Partner”></A>
<!--SELECTION-->
See /sjs/affiliateinfo/signup/link copy test.html [HOT0000358]
```

“If your website provides information about specific hotels and you would like to enhance your site with online rates and availability, you can link directly any hotel on the TravelNow site. You have the option of linking to the TravelNow property information for the hotel, or link directly to the pricing and availability feature.”  
See /sjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

“Add a hotel search form to your site

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This allows you to tap into the booking engine but maintain the design of your site. With a good integration, most users never realize they have left your site to make the travel reservations.”  
See /sjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

732. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the affiliate link allowed TravelNow to correlate the served web page with an associated commerce object and look and feel.

**Claim 17 – Element (c): “...web page having a look and feel...”**

733. TravelNow implemented and used the method of “upon receiving an activation of the link from a visitor computer to which the web page has been served, sewing (sic) to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link” as required by Element (c) of Claim 17.

734. When a link was clicked on the first site, the TravelNow server displayed the appropriate page:

```
<!--SELECTION-->
<A HREF=“http://www2.travelnow.com/affiliate/?cid=9999”>
<IMG SRC=“http://www2.travelnow.com/noble/travelnow.gif”
BORDER=“0” alt=“TravelNow Link Partner”></A>
<!--SELECTION-->
See /sjs/affiliateinfo/signup/link copy test.html [HOT0000358]
```

“If your website provides information about specific hotels and you would like to enhance your site with online rates and availability, you can link directly any hotel on the TravelNow site. You have the option of linking to the TravelNow property information for the hotel, or link directly to the pricing and availability feature.”  
See /sjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

“Add a hotel search form to your site  
This allows you to tap into the booking engine but maintain the design of your site. With a good integration, most users never realize they have left your site to make the travel reservations.”  
See /sjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

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735. The TravelNow system used a “clone ID” embedded into links to the outsource server to help identify the clone (affiliate) site from which the click was coming. For example:  
<A HREF=“http://www2.travelnow.com/affiliate/?cid=9999”>.

736. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that when the visitor clicks the link on the first site, the page served from the second site has a look and feel and a commerce object associated with the second site.

**3. Claim 20**

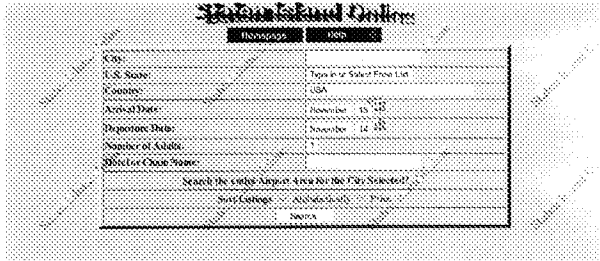
737. The TravelNow prior art system included each and every element of Claim 20.

738. TravelNow implemented and used the method of “The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website” as required by Claim 20.

739. Affiliate pages served by the TravelNow server would include links back to the first website. The TravelNow system stored look and feel information in programming variables. One piece of information was “clonehomeurl” (see /sjs/hotels/hotavail.html [HOT0000358]), a variable in which the URL of the host website was stored, so that a link could be placed, on the pages served by the outsource server, back to the affiliate (host) site.

740. The image shown below is archived at  
http://web.archive.org/web/19991113061311/http://www2.travelnow.com/s/?clientid=195 [DFND10005714], and shows both a Homepage button and a link on the Staten Island Online logo at the top of the page. These links point to http://www.statenislandonline.com/, the home page of the StatenIslandOnline.com affiliate:

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http://web.archive.org/web/19991113061311/http://www2.travelnow.com/s/?clientid=195 [DFNDT0005714]

741. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraphs, that the TravelNow system provided navigational links back to specific web pages on the host website.

**The Limitation is Obvious Over TravelNow in View of the SexToy Prior Art**

742. However, to the extent that a "set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website" is argued or found to be not adequately disclosed in TravelNow, it would have been obvious to one of ordinary skill in the art to combine the teachings of TravelNow with the teachings of the SexToy prior art, which clearly discloses presenting to visitors multiple navigational links back to the host site.

743. SexToy implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website."

744. Accordingly, when confronted with the problem of presenting multiple navigational links back to the host site to site visitors, one of ordinary skill in the art would have

been motivated to consider the technique taught by SexToy, and to combine such teachings with the teachings of TravelNow to arrive at the alleged invention recited in Claim 20.

745. This motivation would have existed at least because, at the time of the priority date for the asserted patents, the integration of affiliate site and outsource servers was becoming more common and more competitive, so it was in the interest of an outsource provider to provide affiliates with more sophisticated features. David Levine testified that as soon as he began working with affiliates in 1996, there was a demand for the ability to customize the affiliate pages served by the outsource server, to match their host sites' look and feel, and that he felt that such customization was a "selling feature of the program." [Levine, Tr., 39:18 - 41:2] Levine also testified that he "advertised or marketed to the fact that you could put links back to your site, to other sites, images, banners, whatever you want." [Levine, Tr., 35:14 - 35:19].

746. Furthermore, the concept of multiple links on web pages was very well established by 1998; in fact, multiple linking between pages dates to the very beginning of the World Wide Web in August of 1991. Indeed the very purpose of the World Wide Web was to provide for links between documents so that viewers could quickly and easily move from one document to another. There was never any limitation on the number of links on a page.

747. As such, it is my opinion that Claim 20 is obvious over the combination of the TravelNow prior art and the SexToy prior art.

**The Limitation is Obvious Over TravelNow in View of the Tobin '666 Prior Art**

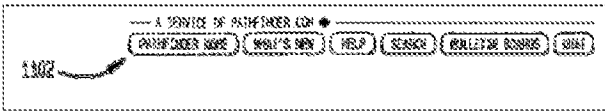
748. In addition, the Tobin '666 reference clearly discloses "a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website," as required by Claim 20.

749. As explained in Tobin '666 with respect to Fig. 11C:

"In addition, the client's familiarity with the marketing partner's brand is reinforced through the retention of the marketing partner's navigational features via the hypertext link grouping 1102. The modified header 1116 with the pathfinder co-brand 1116' is shown on Web site pages 1200, 1300, 1400, 1500, 1600, 1700, 1800, 1900 and 2000. In

addition, the navigational features 1102 of the marketing partner is utilized on Web site pages 1800 and 1900." [Tobin, '666 at 9:22-30]

750. A person of ordinary skill would understand that Fig. 11C illustrates a webpage 1100, with look and feel elements including a set of navigational links to a specific page of the first website (i.e. - the "pathfinder.com" website.) The bottom portion of Fig. 11C is reproduced below:



751. As shown above, the navigational features 1102 included separate links to specific pages of the first website, i.e. "pathfinder home," "what's new," "help," "search," "bulletin boards" and "chat."

752. It would be obvious to combine the TravelNow e-commerce outsourcing system with the multiple navigational links feature disclosed in Tobin '666. Implementing such an improvement would have been easily within the abilities of a person of ordinary skill in 1998. Moreover, a person of ordinary skill would have been motivated to combine these references, because the addition of multiple links back to the first website would have been one of a small number of obvious solutions to the problem of enabling a consumer to easily navigate from a shopping page back to other related pages of interest on the referring website.

753. As such, it is my opinion that Claim 20 is obvious over the combination of the TravelNow prior art and the Tobin prior art.

**4. Claim 21**

754. The TravelNow prior art system included each and every element of Claim 21.

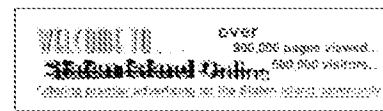
**Claim 21 - Element (a), the "...logo..." limitation**

755. TravelNow implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining a logo associated with and displayed on at least some of the web pages of the first website" as required by Element (a) of Claim 21.

756. The first website's logo would be included in the second site pages served by TravelNow. The TravelNow system stored a logo.gif image for each affiliate (host), and pages would display the image. For instance, the logo on the StatenIslandOnline.com host page (http://web.archive.org/web/19970418105614/http://www.statenislandonline.com/ [DFNDT0005711, DFNDT0005712]) is also placed at the top of the TravelNow affiliate page (http://web.archive.org/web/19991113061311/http://www2.travelnow.com/s/?clientid=195 [DFNDT0005714]) using the following code:

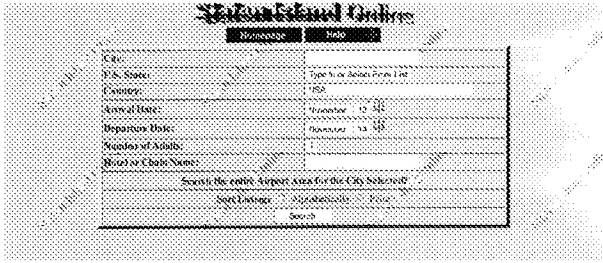
```
<a href="clientcursor.HomeURL" target="top">
See /ssjs/s/index.html [HOT0000358]
```

757. In the code above, the text " + cid +" would be replaced with the clone ID (affiliate ID). In the case of StatenIslandOnline.com, for instance, the final URL would read as follows, and the logo for affiliate 195 (StatenIslandOnline.com) would be inserted into the page: http://www.travelnow.com/images/clones/195/logo.gif



http://web.archive.org/web/19970418105614/http://www.statenislandonline.com/ [DFNDT0005711, DFNDT0005712]





<http://web.archive.org/web/19991113061311/http://www2.travelnow.com/s/?clientid=195> [DFNDT0005714]

"It is very important that every link from your website to TravelNow includes your clientid in the URL so that the correct logos and page defaults for your site are displayed."  
/ssjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

758. In addition, based on my conversation with Christopher Lynch, he informed me that logos were one of the first types of elements that TravelNow began to customize on the affiliate pages.

759. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous two paragraphs, that a logo from the first website would be displayed on the second.

**Claim 21 - Element (b), "...color scheme..."**

760. TravelNow implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining a color scheme used on at least some of the web pages of the first website" as required by Element (b) of Claim 21.

761. TravelNow allowed for a color scheme from the first site to be used on the second:

"It is very important that every link from your website to TravelNow includes your clientid in the URL so that the correct logos and page defaults for your site are displayed."  
/ssjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

762. My opinion is further supported by the deposition testimony of Christopher Lynch, who testified that TravelNow could at least customize the "design, coloration, and layout" of the affiliate pages [Lynch, Tr., 33:6-7].

763. The TravelNow system stored color information in programming variables that were used when pages on the outsource server were created, to determine the colors displayed on the page, in order to match the host page's color scheme. For instance, the text below shows variables from /ssjs/hotels/hotavail.html [HOT0000358]. Most of these variables are used to store color information. For instance, clonealink would store the color used on the clone (affiliate) pages for links when they are "active" (that is, when the mouse pointer is over them); clonevlink would store the color for links that have been used previously (visited links); clonebgcolor would be used for the page background color, and so on:

```
var cloneTableBack = "#34208b"
var cloneTableColor = "#FFFFFF"
var cloneTableBody1 = "#F0F0F0"
var cloneTableBody2 = "#D7D7D7"
var cloneTableBorder = "0"

var clonebackground = ""
var clonebgcolor = "#FFFFFF"
var clonealink = ""
var clonevlink = ""
var cloneclink = ""
var clonetext = ""
See /ssjs/hotels/hotavail.html [HOT0000358]
```

764. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous three paragraphs, that the TravelNow system was storing data defining a color scheme used on at least some of the web pages of the first website.

**Claim 21 - Element (c), "...page layout..."**

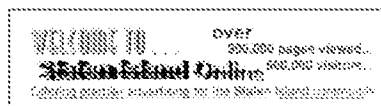
765. TravelNow implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining a page layout used on at least some of the web pages of the first website" as required by Element (c) of Claim 21.

766. TravelNow allowed for page layout-elements from the first site to be used on the second. The first website's logo would be included in the second site's pages served by the TravelNow server. The TravelNow system stored a logo.gif image for each affiliate (host), and pages would display the image. For instance, the logo on the StatensIslandOnline.com host page (<http://web.archive.org/web/19970418105614/http://www.statensislandonline.com/> [DFNDT0005711, DFNDT0005712]) is also placed at the top of the TravelNow affiliate page (<http://web.archive.org/web/19991113061311/http://www2.travelnow.com/s/?clientid=195> [DFNDT0005714])

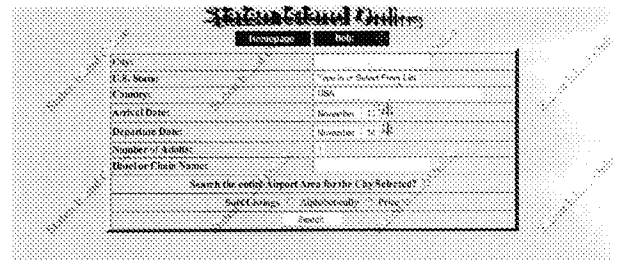
767. ) using the following code:

```
<a href='clientcursor.HomeURL' target=_top>
See /ssjs/s/index.html [HOT0000358]
```

768. In the code above, the text " + cid +" would be replaced with the clone ID (affiliate ID). In the case of StatensIslandOnline.com, for instance, the final URL would read as follows, and the logo for affiliate 195 (StatensIslandOnline.com) would be inserted into the page: <http://www.travelnow.com/images/clones/195/logo.gif>



<http://web.archive.org/web/19970418105614/http://www.statensislandonline.com/> [DFNDT0005711, DFNDT0005712]



<http://web.archive.org/web/19991113061311/http://www2.travelnow.com/s/?clientid=195> [DFNDT0005714]

769. In addition, table borders could be turned on or off. The TravelNow system stored layout information in programming variables that were used when pages on the outsource server were created. The cloneTableBorder variable shown below was used to turn table borders on or off. In the code below, the 0 indicates that the borders should not be shown; if the variable had stored 1 instead, borders would be turned on:

```
"var cloneTableBorder = "0"
See /ssjs/hotels/hotavail.html [HOT0000358]
```

"It is very important that every link from your website to TravelNow includes your clientid in the URL so that the correct logos and page defaults for your site are displayed."  
/ssjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

770. My opinion is further supported by the deposition testimony of Christopher Lynch, who testified that the TravelNow affiliates had layout options including the ability to submit a header to be included in the outsource server pages [Lynch, Tr., 35:1 – 35:22]. Christopher Lynch also stated that TravelNow could at least customize the "design, coloration, and layout" of the affiliate pages [Lynch, Tr., 33:6-7].

771. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous four paragraphs, that the stored look and feel from the first site used on the second included page-layout information.

**The Limitation is Obvious Over TravelNow in View of Either the Making Money in Cyberspace or the SexToy Prior Art**

772. However, to the extent that a "comprises data defining a page layout used on at least some of the web pages of the first website" is argued or found to be not adequately disclosed in TravelNow, it would have been obvious to one of ordinary skill in the art to combine the teachings of TravelNow with the teachings of the *Making Money in Cyberspace* [DFNDT0004356 – DFNDT00004683] prior art, which clearly discloses using a layout from the first website on the second:

"Viaweb allows him to build stores that have the look and feel of another Web site, but he can reuse the images and merchandise descriptions from a product line he already markets. Since he can control access to and from the store, the customer never knows he's left the original Web site."  
DFNDT0004437

773. Accordingly, when confronted with the problem of providing affiliate web pages from an outsource server, one of ordinary skill in the art would have been motivated to consider the technique taught by *Making Money in Cyberspace*, and to combine such teachings with the teachings of TravelNow to arrive at the alleged invention recited in Element (c) of Claim 21.

774. This motivation would have existed at least because, at the time of the priority date for the asserted patents, the integration of affiliate site and outsource servers was becoming more common and more competitive, so it was in the interest of an outsource provider to provide affiliates with more sophisticated features. David Levine testified that as soon as he began working with affiliates in 1996, there was a demand for the ability to customize the affiliate pages served by the outsource server, to match their host sites' look and feel, and that he felt that such customization was a "selling feature of the program." [Levine, Tr., 39:18 – 41:2] Levine

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also testified that he "advertised or marketed to the fact that you could put links back to your site, to other sites, images, banners, whatever you want." [Levine, Tr., 35:14 – 35:19].

775. Furthermore, SexToy implemented and used the method of allowing affiliates to provide the HTML they wanted to use on their SexToy.com web pages:

"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located. . . What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.)  
(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000")  
Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from." Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]

776. David Levine testified that at least by 1997 the SexToy.com system included storing look and feel elements including HTML describing customized headers, footers and banners. [Levine, Tr., 101:22-102:5; 143:7-146:19; 199:25-201:23]

777. As such, it is my opinion that Element (c) of Claim 21 is obvious over the combination of the TravelNow prior art and the *Making Money in Cyberspace* prior art. In addition, it is my opinion that Element (c) of Claim 21 is obvious over the combination of the TravelNow prior art and the SexToy prior art.

**Claim 21 - Element (d), "...navigational links..."**

778. TravelNow implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website" as required by Element (d) of Claim 21.

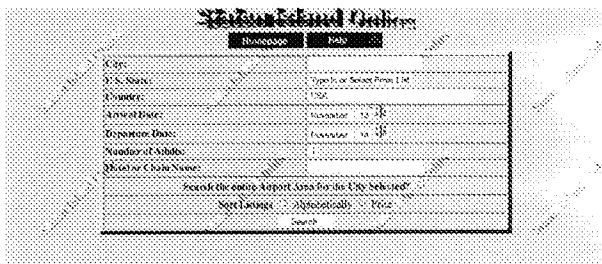
779. Affiliate pages served by the TravelNow server would include links back to the first website. The TravelNow system stored look and feel information in programming variables. One piece of information was "clonehomeurl" (see /sjsj/hotels/hotavail.html [HOT0000358]), a

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variable in which the URL of the host website was stored, so that a link could be placed, on the pages served by the outsource server, back to the affiliate (host) site.

780. The image shown below is archived at <http://web.archive.org/web/19991113061311/http://www2.travelnow.com/s/?clientid=195> [DFNDT0005714], and shows both a Homepage button and a link on the Staten Island Online logo at the top of the page. These links point to <http://www.statenislandonline.com/>, the home page of the StatenIslandOnline.com affiliate:



781. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraphs, that the TravelNow system provided navigational links back to the host website.

**The Limitation is Obvious Over TravelNow in View of the SexToy Prior Art**

782. However, to the extent that a "navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website" is argued or found to be not adequately disclosed in TravelNow, it would have been obvious to one of ordinary skill in the art to combine the teachings of TravelNow with the teachings of the

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SexToy prior art, which clearly discloses presenting to visitors multiple navigational links back to the host site.

783. SexToy implemented and used the method of "The process of claim 17 wherein the look and feel description comprises data defining navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website."

784. Accordingly, when confronted with the problem of presenting multiple navigational links back to the host site to site visitors, one of ordinary skill in the art would have been motivated to consider the technique taught by SexToy, and to combine such teachings with the teachings of TravelNow to arrive at the alleged invention recited in Element (d) of Claim 21.

785. This motivation would have existed at least because, at the time of the priority date for the asserted patents, the integration of affiliate site and outsource servers was becoming more common and more competitive, so it was in the interest of an outsource provider to provide affiliates with more sophisticated features. David Levine testified that as soon as he began working with affiliates in 1996, there was a demand for the ability to customize the affiliate pages served by the outsource server, to match their host sites' look and feel, and that he felt that such customization was a "selling feature of the program." [Levine, Tr., 39:18 – 41:2] Levine also testified that he "advertised or marketed to the fact that you could put links back to your site, to other sites, images, banners, whatever you want." [Levine, Tr., 35:14 – 35:19].

786. Furthermore, the concept of multiple links on web pages was very well established by 1998; in fact, multiple linking between pages dates to the very beginning of the World Wide Web in August of 1991. Indeed the very purpose of the World Wide Web was to provide for links between documents so that viewers could quickly and easily move from one document to another. There was never any limitation on the number of links on a page.

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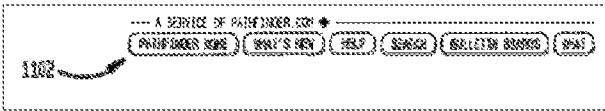
**The Limitation is Obvious Over TravelNow in View of the Tobin '666 Prior Art**

787. In addition, the Tobin '666 reference clearly discloses a system wherein the "look and feel description comprises data defining navigational links, used on at least some of the web pages of the first website, each of which links to specific web pages of the first website," as required by Element (d) of Claim 21.

788. As explained in Tobin '666 with respect to Fig. 11C:

"In addition, the client's familiarity with the marketing partner's brand is reinforced through the retention of the marketing partner's navigational features via the hypertext link grouping 1102. The modified header 1116 with the pathfinder co-brand 1116' is shown on Web site pages 1200, 1300, 1400, 1500, 1600, 1700, 1800, 1900 and 2000. In addition, the navigational features 1102 of the marketing partner is utilized on Web site pages 1800 and 1900." [Tobin, '666 at 9:22-30]

789. A person of ordinary skill would understand that Fig. 11C illustrates a webpage 1100, with look and feel elements including a set of navigational links to a specific page of the first website (i.e. - the "pathfinder.com" website.) The bottom portion of Fig. 11C is reproduced below:



790. As shown above, the navigational features 1102 included separate links to specific pages of the first website, i.e. "pathfinder home," "what's new," "help," "search," "bulletin boards" and "chat."

791. It would be obvious to combine the TravelNow e-commerce outsourcing system with the multiple navigational links feature disclosed in Tobin '666. Implementing such an improvement would have been easily within the abilities of a person of ordinary skill in 1998. Moreover, a person of ordinary skill would have been motivated to combine these references,

because the addition of multiple links back to the first website would have been one of a small number of obvious solutions to the problem of enabling a consumer to easily navigate from a shopping page back to other related pages of interest on the referring website.

792. As such, it is my opinion that Element (d) of Claim 21 is obvious over the combination of the TravelNow prior art and the Tobin prior art.

793. To summarize my conclusions regarding Claim 21: The TravelNow.com prior art system implemented and used every element of Claim 21 as depending from Claim 17. As such, Claim 21 is invalid as anticipated by TravelNow. To the extent it is determined that TravelNow did not practice every element of Claim 21, Claim 21 would be invalid as obvious over any of the following combinations: (TravelNow + Making Money in Cyberspace); (TravelNow + SexToy); (TravelNow + Tobin); and (TravelNow + SexToy + Tobin).

**5. Claim 23**

794. The TravelNow prior art system included each and every limitation of Claim 23.

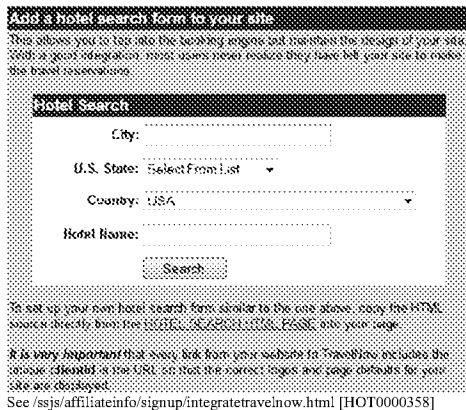
795. TravelNow implemented and used the method of "The process of claim 17 wherein the commerce object is a set of product categories and further comprising accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories" as required by Claim 23.

796. TravelNow pages contained multiple categories and products, and search capability:

"If your website provides information on a particular city or group of cities, you can link directly to that city by modifying the following code:  
write("<A HREF='http://www.travelnow.com/hotels/entry.html?cid=" + request.cid + "&") city=san+diego&state=CA&country=USA">  
Example - San Diego Hotels</A>  
Example - San Diego Hotels  
You will need to change the **city=**, **state=** and **country=** variables to the corresponding city, state, country you would like to link to. Use a "+" sign to join city names with more than one string (San+Diego).

**It is very important** that every link from your website to TravelNow includes your **clientid** in the URL so that the correct logos and page defaults for your site are displayed."

See //sjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]



"There are several integration examples depending on your preference.

1. Basic Link
2. Link to specific cities on TravelNow
3. Link to a specific hotel(s)
4. Adding a hotel search form to your site
5. Adding only Car Rentals
6. Adding only International Airfare Reservations"

See //sjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

797. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraphs, that the TravelNow server provided commerce objects representing travel-product categories, and that a user could search through the site for specific products.

798. Additional citations supporting my conclusions regarding the disclosure of the Asserted Claims of the '572 Patent in TravelNow, and the other anticipating prior art, is provided in the relevant claim charts.

**XV. The Asserted Claims of the '399 Patent are Invalid over the Prior Art**

799. In my opinion, each of the Asserted Claims of the '399 Patent (Claims 1, 3, 7, and 19) are invalid, either as anticipated under 35 U.S.C. §102, or as obvious under 35 U.S.C. §103.

800. Additional details related to my conclusions of invalidity are discussed below and are further supported by the claim charts included as Exhibits 9C, 10C, 11C, 12C, 13C, and 14C to this report.

801. Claim 1 recites as follows:

1. A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:

(a) automatically at a server of the outsource provider, in response to activation, by a web browser of a computer user, of a link displayed by one of a plurality of first web pages, recognizing as the source page the one of the first web pages on which the link has been activated;

- (i) wherein each of the first web pages belongs to one of a plurality of web page owners;
- (ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and
- (iii) wherein the selected merchant, the outsource provider, and the owner of the first web page are each third parties with respect to one other;

(b) automatically retrieving from a storage coupled to the server pre-stored data associated with the source page; and then

(c) automatically with the server computer-generating and transmitting to the web browser a second web page that includes:

- (i) information associated with the commerce object associated with the link that has been activated, and
- (ii) a plurality of visually perceptible elements derived from the retrieved pre-stored data and visually corresponding to the source page.

802. Claim 3 recites as follows:

3. The method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page.

803. Claim 7 recites as follows:

7. The method of claim 1 wherein the commerce object associated with the link that has been activated comprises information defining an electronic catalog having a multitude of merchant offerings, and wherein the second web page contains one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog.

804. Claim 19 recites as follows:

19. A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:

- a) a computer store containing data, for each of a plurality of first web pages, defining a plurality of visual perceptible elements, which visually perceptible elements correspond to the plurality of first web pages;
  - (i) wherein each of the first web pages belongs to one of a plurality of web page owners;
  - (ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and
  - (iii) wherein the selected merchant, the outsource provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other;
- (b) a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:
  - (i) receive from the web browser of a computer user a signal indicating activation of one of the links displayed by one of the first web pages;
  - (ii) automatically identify as the source page the one of the first web pages on which the link has been activated;
  - (iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page; and
  - (iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays: (A) information associated with the commerce object associated with the link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source page.

805. Based on my analysis, if Claims 1, 3, 7, and 19 of the '399 Patent are interpreted in the manner apparently advocated by DDR in its Amended Infringement Contentions, then

these claims are invalid as anticipated by at least the following prior art: Saliba Published Patent Application; SexToy Prior Art; Digital River Secure Sales System; the Travelocity Co-Branding Prior Art; Tobin - U.S. Patent 6,141,666; and the TravelNow Prior Art (collectively "the anticipating prior art"). Each of these prior art systems and publications include or disclose every limitation of these claims, as construed by DDR. The specific combinations of prior art which render certain claims obvious are discussed herein. The specific features and disclosure of the prior art corresponding to each limitation of the asserted claims of the '399 Patent are set forth in detail in the claim charts accompanying this report. These claim charts constitute an integral part of this report and are incorporated herein by reference. In addition to the claim charts, I discuss several important aspects of my analysis as it relates to specific limitations of these claims in the following paragraphs.

**A. The Asserted Claims of the '399 Patent are Invalid Over Saliba '278**

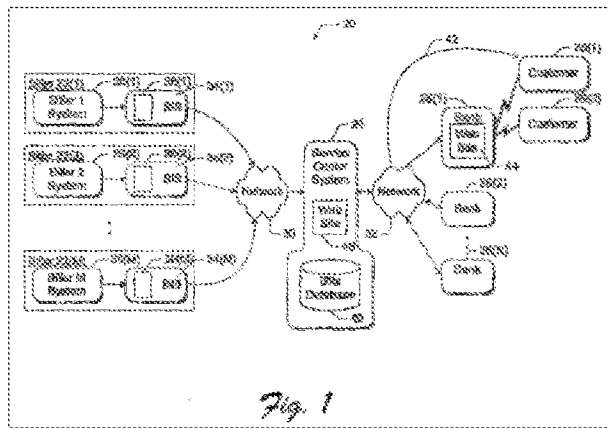
**I. Claim 1**

806. Saliba '278 discloses each and every element of Claim 1.

**Claim 1 - Preamble**

807. Saliba '278 discloses "A method of an outsource provider serving web pages offering commercial opportunities" as required by the preamble to Claim 1.

808. Saliba '278 discloses an outsourced process in which certain information, "such as the customer's personal billing statements that are collected from a variety of different billers (e.g., phone bill, gas bill, cable TV bill, etc.)" [Saliba '278 ¶ 0009] may be provided to a financial-services customer from a server other than the one operated by the financial-services firm: "The server 110 provides a new HTML page showing the billing statement." [Saliba '278 ¶ 0065] Figure 1 from Saliba '278 illustrates the system:



809. As shown in Figure 1, Saliba '278 discloses a three party e-commerce system including multiple Bank (host) websites, multiple Billers (merchants), and a "Service Center System" (outsource provider).

810. Saliba '278 discloses an outsourced process in which certain information, "such as the customer's personal billing statements that are collected from a variety of different billers (e.g., phone bill, gas bill, cable TV bill, etc.)" [Saliba '278 ¶ 0009] may be provided to a financial-services customer from a server other than the one operated by the financial-services firm: "The server 110 provides a new HTML page showing the billing statement." [Saliba '278 ¶ 0065]

811. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraphs, that the service provided by Saliba '278 disclosed an e-commerce outsourcing system providing commercial opportunities.

**Claim 1 - Element (a), the "...in response to activation..." limitation**

812. Saliba '278 discloses "automatically at a server of the outsource provider, in response to activation, by a web browser of a computer user, of a link displayed by one of a plurality of first web pages, recognizing as the source page the one of the first web pages on which the link has been activated" as required by Element (a) of Claim 1.

813. Saliba '278 discloses that the web pages would be served from the outsource server in response to clicks on links in the first web page, and that the server recognizes where the clicks are coming from:

"FIG. 6 shows a method for implementing the low level of integration between the bank and the service center. The process begins at step 130 when a customer activates the "Billing Statements" option 60 in the bank's home page 50 (FIG. 2). In response to this activation, the bank server 90 addresses the URL (universal resource locator) of the service center Web site 46 (step 132). The bank's server 90 attaches its ID to the URL address (step 134). At the simplest level, the bank only submits its ID, as follows: SCSite.com?from=Bank1 where "SCSite.com" is the URL for the service center site, the tag "from=bank1" indicates that the customer is being forwarded from bank 1. The service center inserts the appropriate bank's name when presenting the customers (sic) bills." [Saliba '278 ¶ 0054-56]

814. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the outsource server would be able to identify the source web page from which the visitor's click comes.

**Claim 1 - Element (a)(i), "...plurality of web page owners..."**

815. Saliba '278 discloses "wherein each of the first web pages belongs to one of a plurality of web page owners" as required by Element (a)(i) of Claim 1.

816. Saliba '278 discloses that the outsource server provides services to a plurality of owners:

"FIG. 1 shows an electronic billing system 20 that enables multiple billers to electronically distribute their billing statements to consumers over a network, such as the Internet. The electronic billing system 20 has multiple participating billers 22(1), 22(2), ..., 22(M), a service center system 24 resident at a third party billing service, multiple

participating banks 26(1), 26(2), . . . , 22(N), and multiple bank customers as represented by customers 28(1) and 28(2).”  
Saliba ‘278 ¶ 0024

817. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that multiple websites would link to the outsource server.

**Claim 1 - Element (a)(ii), “...plurality of merchants...”**

818. Saliba ‘278 discloses “wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants” as required by Element (a)(ii) of Claim 1.

819. Saliba ‘278 discloses that each first web page has a link pointing to a commerce object on the outsource server:

“Upon activating the ‘Billing Statements’ option 60, the bank’s Web server links to the service center’s server without exposing this transfer to the customer. The customer still believes that he/she is connected to and communicating with the bank’s Web site 44. A new Web page that incorporates the customer’s bills is then presented to the customer.”  
Saliba ‘278 ¶ 0040.

“At step 148 in FIG. 6, the service center server 110 offers a set of bill management and payment options to the customer. The customer may elect to examine the billing statements in detail by clicking on a particular bill in the list. The server 110 provides a new HTML page showing the billing statement framed within the bank’s branding indicia, as shown in FIG. 4. The customer may further elect to pay all of the bill, part of it, or none of it. The customer may challenge part, or enter into a dialog with customer service.”  
Saliba ‘278 ¶ 0065.

820. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that when the visitor clicks on a link, the outsource server transmits the appropriate data for that specific visitor, including a commerce object, from one of a plurality of merchants.

821. Saliba ‘278 discloses a system in which a visitor clicks a link on a first website and is served a page from the outsource web server with a look and feel that is based on the

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stored look and feel: “FIG. 3 shows an exemplary new Web page 70, which displays the billing data as it is rendered on a customer’s home computer monitor 48. The Web page 70 presents a list 72 of the customer’s bills. The page 70 also includes the bank’s branding indicia, such as the bank’s name and logo 52, bank’s address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have been provided by the bank’s Web site 44, while the identity of the service center 24 is veiled, to lead the customer to believe that the billing data is provided by the financial institution rather than the service center. [Saliba ‘278 ¶ 0041.] A person of ordinary skill would understand that the billing data or customer’s bills are “commerce objects.”

822. I understand that DDR has adopted a broad construction of the phrase “a commerce object associated with a buying opportunity.” As such, the customer bills in Saliba ‘278 can be interpreted as commerce objects and the bills are associated with products or services previously offered (a buying opportunity) and accepted by the customer. Of course, some bills reflect advance billing for products or services to be provided in the near future and these advance bills are associated with a current or future buying opportunity.

**The Limitation is Obvious Over Saliba in View of the SexToy Prior Art**

823. However, to the extent that a commerce object associated with a “buying opportunity” is argued or found to be not adequately disclosed in Saliba ‘278, it would have been obvious to one of ordinary skill in the art to combine the teachings of Saliba ‘278 with the teachings of the SexToy prior art, which clearly discloses presenting to visitors buying offers from a plurality of merchants.

824. SexToy implemented and used the method of “a buying opportunity of a selected one of a plurality of merchants.”

825. SexToy provided the opportunity for visitors to the site, arriving from one of a plurality of first websites, to purchase products from a plurality of merchants. SexToy sold products from a range of merchants, who drop-shipped the ordered products for SexToy:

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“We have been drop shipping sextoys from web-generated orders since February 1995.”  
*More information - Promote your own sextoy site,*  
<http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html> (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/moreinfo.html as archived by the Internet Archive<sup>25</sup>). [DFNDT000947]

“Q So SexToy.com sold products from multiple merchants?  
A Yes.  
Q Now, this was back in May of 1995; is that correct?  
A Yes.”  
[Levine, Tr., 32:4]

826. Accordingly, when confronted with the problem of presenting buying opportunities from multiple merchants to site visitors, one of ordinary skill in the art would have been motivated to consider the technique taught by SexToy, and to combine such teachings with the teachings of Saliba ‘278 to arrive at the alleged invention recited in Claim 1 Element (a)(iii).

827. This motivation would have existed at least because, at the time of the priority date for the asserted patents, online commerce was becoming more competitive, and it was in the interest of an online store to provide a wide range and variety of products to its potential customers, and in order to do that it would be important to present products from more than one merchant.

828. Furthermore, the concept of a website presenting the products of multiple merchants to site visitors was very well established by 1998; in fact the concept dates, at the very latest, to 1994, when CDnow.com sold music CDs from a large number of music publishers via one or more drop-shipping wholesalers, and even provided an affiliate program in which first websites would link to the CDnow server, which would then present products from this plurality of music merchants. As such, it would be well within the capabilities of a person of ordinary skill in the art to combine the offers of multiple merchants in an online store.

829. As such, it is my opinion that Claim 1, Element (a)(ii) is obvious over the combination of the Saliba prior art and the SexToy prior art.

<sup>25</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

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**Claim 1 - Element (a)(iii), “...are each third parties...”**

830. Claim element 1(a)(iii) recites: “wherein the selected merchant, the outsource provider, and the owner of the first web page are each third parties with respect to one other;” This element thus includes several separately construed limitations: “outsource provider”; “merchant”; and “third parties.” The term “outsource provider” is construed to mean: “a party, independent from the host associated with the commerce object or merchant of the commerce object, that provides ecommerce support services between merchant(s) and host(s).” The term “merchant” is construed to mean: “producer, distributor, or reseller of goods or services to be sold.” And the term “third parties” is construed to mean “separate legal entities under separate legal control.”

831. Based on these constructions and how I understand DDR to be applying them, I conclude that Saliba discloses “wherein the selected merchant, the outsource provider, and the owner of the first web page are each third parties with respect to one other” as required by Element (a)(iii) of Claim 1.

832. Saliba discloses that the outsource server can provide data from multiple billers:

“FIG. 1 shows an electronic billing system 20 that enables multiple billers to electronically distribute their billing statements to consumers over a network, such as the Internet. The electronic billing system 20 has multiple participating billers 22(1), 22(2), . . . , 22(M), a service center system 24 resident at a third party billing service, multiple participating banks 26(1), 26(2), . . . , 22(N), and multiple bank customers as represented by customers 28(1) and 28(2).” Saliba ‘278 ¶ 0024.

833. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that there are multiple parties involved in the overall process, including the owner of the first web page, the company providing the outsource server, and the select merchant delivering a commerce object through the outsource server.

**Claim 1 - Element (b), “...automatically retrieving...”**

834. Saliba discloses “automatically retrieving from a storage coupled to the server pre-stored data associated with the source page” as required by Element (b) of Claim 1.

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835. Saliba discloses that the server has stored data associated with the source page:  
"As one example, the service center server 110 has an HTML document that contains data fields for holding billing data retrieved locally from the bills database 40 and indicia fields for holding the branding indicia received remotely from the bank"  
Saliba '278 ¶ 0064.

836. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the server is storing data related to the source page for later use.

**Claim 1 - Element (c)(i), "...associated with the commerce object..."**

837. Saliba discloses "automatically with the server computer-generating and transmitting to the web browser a second web page that includes (i) information associated with the commerce object associated with the link that has been activated" as required by Element (c)(i) of Claim 1.

838. Saliba discloses relevant commerce objects are placed into the page being sent to the web browser:

"FIG. 3 shows an exemplary new Web page 70, which displays the billing data as it is rendered on a customer's home computer monitor 48. The Web page 70 presents a list 72 of the customer's bills. The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth"  
Saliba '278 ¶ 0041.

839. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the page being transmitted to the web browser contains information associated with the commerce object that was identified when the user clicked the link.

**Claim 1 - Element (c)(ii), "...a plurality of visually perceptible elements..."**

840. Saliba '278 discloses "automatically with the server computer-generating and transmitting to the web browser a second web page that includes (ii) a plurality of visually

perceptible elements derived from the retrieved pre-stored data and visually corresponding to the source page" as required by Element (c)(ii) of Claim 1.

841. Saliba '278 discloses visual elements from the source page would be included in the page sent to the web browser:

"The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have been provided by the bank's Web site 44, while the identity of the service center 24 is veiled, to lead the customer to believe that the billing data is provided by the financial institution rather than the service center."  
Saliba '278 ¶ 0041.

842. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the web page being sent to the browser contains visual elements corresponding to the source page.

**1. Claim 3**

843. Saliba '278 discloses each and every element of Claim 3.

844. Saliba '278 discloses "The method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page" as required by Claim 3.

845. Saliba '278 discloses a "return URL" ("the service center 110 returns the customer to the bank server 90 via the return URL for the bank (step 150)": ¶0066) which would be a navigational link. See also: Saliba ¶¶ 0045; 0059; 0061; 0066; Claim 11; Claim 20; Fig. 6.

846. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that Saliba '278 discloses a set of navigational links back to the host website.

**The Limitation is Obvious Over Saliba in View of the SexToy Prior Art**

847. However, to the extent that a "a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first

website" is argued or found to be not adequately disclosed in Saliba '278, it would have been obvious to one of ordinary skill in the art to combine the teachings of Saliba '278 with the teachings of the SexToy prior art, which clearly discloses presenting to visitors multiple navigational links back to the host site.

848. SexToy implemented and used the method of "the method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page," as required by Claim 3.

849. Accordingly, when confronted with the problem of presenting multiple navigational links back to the host site to site visitors, one of ordinary skill in the art would have been motivated to consider the technique taught by SexToy, and to combine such teachings with the teachings of Saliba '278 to arrive at the alleged invention recited in Claim 3.

850. This motivation would have existed at least because, at the time of the priority date for the asserted patents, the integration of affiliate site and outsource servers was becoming more common and more competitive, so it was in the interest of an outsource provider to provide affiliates with more sophisticated features. David Levine testified that as soon as he began working with affiliates in 1996, there was a demand for the ability to customize the affiliate pages served by the outsource server, to match their host sites' look and feel, and that he felt that such customization was a "selling feature of the program." [Levine, Tr., 39:18 – 41:2] Levine also testified that he "advertised or marketed to the fact that you could put links back to your site, to other sites, images, banners, whatever you want." [Levine, Tr., 35:14 – 35:19].

851. Furthermore, the concept of multiple links on web pages was very well established by 1998; in fact, multiple linking between pages dates to the very beginning of the World Wide Web in August of 1991. Indeed the very purpose of the World Wide Web was to provide for links between documents so that viewers could quickly and easily move from one document to another. There was never any limitation on the number of links on a page.

852. As such, it is my opinion that Claim 3 is obvious over the combination of the Saliba '278 prior art and the SexToy prior art.

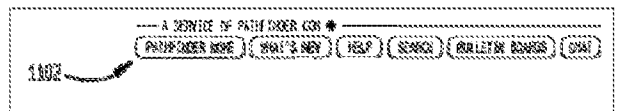
**The Limitation is Obvious Over Saliba in View of the Tobin '666 Prior Art**

853. In addition, the Tobin '666 reference clearly discloses a system wherein the "visually perceptible elements" includes a set of navigational links on the source page, as required by Claim 3.

854. As explained in Tobin '666 with respect to Fig. 11C:

"In addition, the client's familiarity with the marketing partner's brand is reinforced through the retention of the marketing partner's navigational features via the hypertext link grouping 1102. The modified header 1116 with the pathfinder co-brand 1116' is shown on Web site pages 1200, 1300, 1400, 1500, 1600, 1700, 1800, 1900 and 2000. In addition, the navigational features 1102 of the marketing partner is utilized on Web site pages 1800 and 1900."  
[Tobin, '666 at 9:22-30]

855. A person of ordinary skill would understand that Fig. 11C illustrates a webpage 1100, with look and feel elements including a set of navigational links to a specific page of the first website (i.e. - the "pathfinder.com" website.) The bottom portion of Fig. 11C is reproduced below:



856. As shown above, the navigational features 1102 included separate links to specific pages of the first website, i.e. "pathfinder home," "what's new," "help," "search," "bulletin boards" and "chat."

857. As I discussed above, one of ordinary skill in the art of e-commerce and affiliate marketing would have known of and considered the teachings of Saliba '278 as within the scope of the art. It would be obvious to combine Saliba '278's financial services e-commerce

outsourcing system with the multiple navigational links feature disclosed in Tobin '666. Implementing such an improvement would have been easily within the abilities of a person of ordinary skill in 1998. Moreover, a person of ordinary skill would have been motivated to combine these references, because the addition of multiple links back to the first website would have been one of a small number of obvious solutions to the problem of enabling a consumer to easily navigate from a shopping page back to other related pages of interest on the referring website.

858. As such, it is my opinion that Claim 3 is also invalid as obvious over at least the additional combination of Saliba '278 and Tobin, '666.

**2. Claim 7**

859. Saliba '278 discloses each and every element of Claim 7.

860. Saliba '278 discloses "The method of claim 1 wherein the commerce object associated with the link that has been activated comprises information defining an electronic catalog having a multitude of merchant offerings, and wherein the second web page contains one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog" as required by Claim 7.

861. Saliba '278 discloses that the server would present a commerce object representing a catalog of links pointing to multiple offerings:

"The Web page 70 presents a list 72 of the customer's bills. The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have been provided by the bank's Web site 44, while the identity of the service center 24 is veiled, to lead the customer to believe that the billing data is provided by the financial institution rather than the service center. At this point, the customer may open any particular bill, review the itemized purchases, the amount due, and due date."  
Saliba '278 ¶ 0041.

862. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that a Web page is presented containing a commerce object representing information from a multitude of merchants is contained.

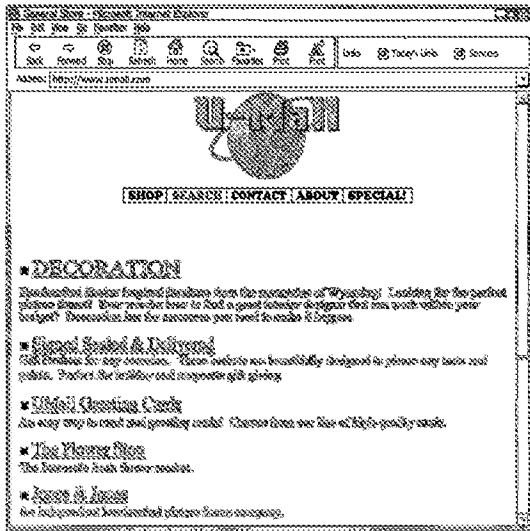
**The Limitation is Obvious Over Saliba in View of the Arnold '504 Prior Art**

863. In the event it is determined that Saliba '278 does not disclose every limitation of Claim 7, it would be obvious to combine Saliba '278's financial services e-commerce outsourcing system with the teachings of the Arnold '504 reference, which clearly discloses a set of navigational links on a second web page, each of which pertains to a subset of merchant offerings presented in a hierarchical electronic catalog.

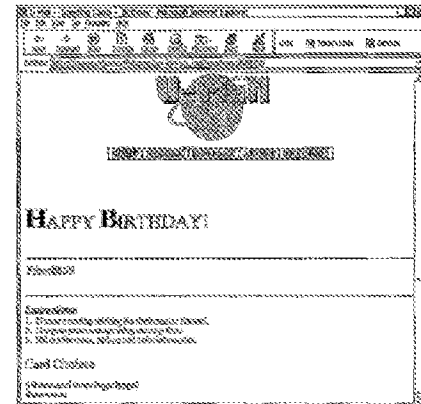
864. For example, Figure 25 from Arnold '504 shows both a Search button and a list of product categories:

"FIG. 25 displays an example display Web page from a VO, including a number of items that can be ordered by a customer. If the customer chooses to order a greeting card, then the customer will link directly to the greeting card merchant, who prepares and sends to the customer the order Web page displayed in FIG. 26." [Arnold '504, at 14:41 – 14:46]

865. Figure 25 from Arnold '504 is reproduced below:



866. As can be seen in Fig. 25, when visiting the virtual outlet (VO), the consumer was presented with a set of navigational links for an electronic catalog of merchant offerings, i.e., "decoration" (furniture), "signed, sealed and delivered" (gift baskets), "UMall Greeting Cards" (greeting cards), "the flower stop" (fresh flowers), and "jones & jones" (picture frames). If the visitor subsequently clicked on the link for "UMall Greeting Cards" - they would be taken to another page specifically showing offerings from this selected merchant. This is illustrated in Fig. 26, which is reproduced below:



867. As shown in Figure 26 above, after selecting the UMall Greeting Cards merchant, the consumer could then select a specific card to purchase: "1. choose a card by clicking the circle next to the card." A person of ordinary skill would understand that Arnold '504 discloses a set of navigational links on a second web page, linking to a hierarchical set of additional second web pages" which correspond to a subset of merchant offerings presented in an electronic catalog.

868. It would be obvious to combine Saliba '278's financial services e-commerce outsourcing system with the "electronic catalog," "multiple navigational links" and "hierarchical set of additional second web pages" disclosed in Arnold '504. Implementing such an improvement would have been easily within the abilities of a person of ordinary skill in 1998. Moreover, a person of ordinary skill would have been motivated to combine these references, because the use of multiple links to a hierarchical set of pages in an electronic catalog would

have been one of a small number of obvious solutions to the problem of enabling a consumer to easily navigate and choose among multiple products offered by multiple merchants. Consumers have been using "catalogs" to choose among multiple products since at least the convergence of printing and modern commerce permitted such an approach. Merely doing the same thing in the context of internet commerce, using a set of multiple web-pages, is clearly obvious.

869. As such, it is my opinion that Claim 7 is invalid as obvious over at least the combination of Saliba '278 and Arnold, '504.

### 3. Claim 19

870. Saliba '278 discloses each and every element of Claim 19.

#### Claim 19 - Preamble

871. Saliba '278 discloses "A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising" as required by the preamble to Claim 19.

872. Saliba '278 discloses an outsourced process in which certain information, "such as the customer's personal billing statements that are collected from a variety of different billers (e.g., phone bill, gas bill, cable TV bill, etc.)" [Saliba '278 ¶ 0009] may be provided to a financial-services customer from a server other than the one operated by the financial-services firm: "The server 110 provides a new HTML page showing the billing statement." [Saliba '278 ¶ 0065]

873. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the service provided by Saliba '278 was an e-commerce outsourcing system.

#### Claim 19 - Element (a), the "...visually perceptible elements..." limitation

874. Saliba '278 discloses "a computer store containing data, for each of a plurality of first web pages, defining a plurality of visual perceptible elements, which visually perceptible elements correspond to the plurality of first web pages" as required by Element (a) of Claim 19.

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875. Saliba '278 discloses multiple web pages would be served from the outsource server in response to clicks on links in the first web page, and that the server recognizes where the clicks are coming from:

FIG. 6 shows a method for implementing the low level of integration between the bank and the service center. The process begins at step 130 when a customer activates the "Billing Statements" option 60 in the bank's home page 50 (FIG. 2). In response to this activation, the bank server 90 addresses the URL (universal resource locator) of the service center Web site 46 (step 132). The bank's server 90 attaches its ID to the URL address (step 134). At the simplest level, the bank only submits its ID, as follows: SCSSite.com?from=Bank1 where "SCSSite.com" is the URL for the service center site, the tag "from=bank1" indicates that the customer is being forwarded from bank 1. The service center inserts the appropriate bank's name when presenting the customers (sic) bills.  
Saliba '278 ¶ 0054-56.

876. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the outsource server would be able to identify the source web page from which the visitor's click comes, and include visual elements related to the source page in the served page.

#### Claim 19 - Element (a)(i), "...plurality of web page owners..."

877. Saliba '278 discloses "wherein each of the first web pages belongs to one of a plurality of web page owners" as required by Element (a)(i) of Claim 19.

878. Saliba '278 discloses that the outsource server provides services to a plurality of owners:

FIG. 1 shows an electronic billing system 20 that enables multiple billers to electronically distribute their billing statements to consumers over a network, such as the Internet. The electronic billing system 20 has multiple participating billers 22(1), 22(2), . . . , 22(M), a service center system 24 resident at a third party billing service, multiple participating banks 26(1), 26(2), . . . , 22(N), and multiple bank customers as represented by customers 28(1) and 28(2).  
Saliba '278 ¶ 0024.

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879. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that multiple websites would link to the outsource server.

#### Claim 19 - Element (a)(ii), "...plurality of merchants..."

880. Saliba '278 discloses "wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants" as required by Element (a)(ii) of Claim 19.

881. Saliba '278 discloses that each first web page has a link pointing to commerce objects on the outsource server:

"Upon activating the 'Billing Statements' option 60, the bank's Web server links to the service center's server without exposing this transfer to the customer. The customer still believes that he/she is connected to and communicating with the bank's Web site 44. A new Web page that incorporates the customer's bills is then presented to the customer." Saliba '278 ¶ 0040.

"At step 148 in FIG. 6, the service center server 110 offers a set of bill management and payment options to the customer. The customer may elect to examine the billing statements in detail by clicking on a particular bill in the list. The server 110 provides a new HTML page showing the billing statement framed within the bank's branding indicia, as shown in FIG. 4. The customer may further elect to pay all of the bill, part of it, or none of it. The customer may challenge part, or enter into a dialog with customer service." Saliba '278 ¶ 0065.

882. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that when the visitor clicks on a link, the outsource server transmits a commerce object containing the appropriate data for that specific visitor, from one of a plurality of merchants.

883. I understand that DDR has adopted a broad construction of the phrase "a commerce object associated with a buying opportunity." As such, the customer bills in Saliba '278 can be interpreted as commerce objects and the bills are associated with products or services previously offered (a buying opportunity) and accepted by the customer. Of course,

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some bills reflect advance billing for products or services to be provided in the near future and these advance bills are associated with a current or future buying opportunity.

#### The Limitation is Obvious Over Saliba in View of the SexToy Prior Art

884. However, to the extent that a commerce object associated with a "buying opportunity" is argued or found to be not adequately disclosed in Saliba '278, it would have been obvious to one of ordinary skill in the art to combine the teachings of Saliba '278 with the teachings of the SexToy prior art, which clearly discloses presenting to visitors buying offers from a plurality of merchants.

885. SexToy implemented and used the method of "a buying opportunity of a selected one of a plurality of merchants." SexToy provided the opportunity for visitors to the site, arriving from one of a plurality of first websites, to purchase products from a plurality of merchants. SexToy sold products from a range of merchants, who drop-shipped the ordered products for SexToy:

"We have been drop shipping sextoy from web-generated orders since February 1995." *More information - Promote your own sextoy site*, <http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html> (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/moreinfo.html as archived by the Internet Archive<sup>26</sup>). [DFNDT000947]

"Q So SexToy.com sold products from multiple merchants?  
A Yes.  
Q Now, this was back in May of 1995; is that correct?  
A Yes."  
[Levine, Tr., 32:4]

886. Accordingly, when confronted with the problem of presenting buying opportunities from multiple merchants to site visitors, one of ordinary skill in the art would have been motivated to consider the technique taught by SexToy, and to combine such teachings with the teachings of Saliba '278 to arrive at the alleged invention recited in Claim 1 Element (a)(iii).

<sup>26</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

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887. This motivation would have existed at least because, at the time of the priority date for the asserted patents, online commerce was becoming more competitive, and it was in the interest of an online store to provide a wide range and variety of products to its potential customers—so that customers felt no need to shop elsewhere, for instance, and so that the store was able to compete with other stores that had a wide range and variety of products—and in order to do that it would be important to present products from more than one merchant.

888. Furthermore, the concept of a website presenting the products of multiple merchants to site visitors was very well established by 1998; in fact the concept dates, at the very latest, to 1994, when CDnow.com sold music CDs from a large number of music publishers via one or more drop-shipping wholesalers, and even provided an affiliate program in which first websites would link to the CDnow server, which would then present products from this plurality of music merchants.

889. Another early example of presenting multiple merchants is eBay, which was founded in 1996 as an e-commerce site that connected buyers with many independent merchants, and by the time of the priority date of the Asserted Claims eBay had many thousands of merchants selling through a single e-commerce website.

890. As such, it would be well within the capabilities of a person of ordinary skill in the art to combine the offers of multiple merchants in an online store, and thus it is my opinion that Claim 1, Element (a)(ii) is invalid as obvious over the combination of the Saliba '278 prior art and the SexToy prior art.

**Claim 19 - Element (a)(iii), "...are third parties..."**

891. Saliba '278 discloses "wherein the selected merchant, the outsource provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other" as required by Element (a)(iii) of Claim 19.

892. Saliba '278 discloses a three-party system:

"FIG. 1 shows an electronic billing system 20 that enables multiple billers to electronically distribute their billing statements to consumers over a network, such as the

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Internet. The electronic billing system 20 has multiple participating billers 22(1), 22(2), . . . , 22(M), a service center system 24 resident at a third party billing service, multiple participating banks 26(1), 26(2), . . . , 22(N), and multiple bank customers as represented by customers 28(1) and 28(2)."  
Saliba '278 ¶ 0024.

893. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that Saliba '278 discloses a system in which host websites send clients to the outsource server, which presents e-commerce objects from multiple independent merchants.

**Claim 19 - Element (b)(i), "...a signal indicating activation..."**

894. Saliba '278 discloses "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:...(i) receive from the web browser of a computer user a signal indicating activation of one of the links displayed by one of the first web pages" as required by Element (b)(i) of Claim 19.

895. Saliba '278 discloses that the web pages would be served from the outsource server in response to clicks on links in the first web page:

"FIG. 6 shows a method for implementing the low level of integration between the bank and the service center. The process begins at step 130 when a customer activates the "Billing Statements" option 60 in the bank's home page 50 (FIG. 2). In response to this activation, the bank server 90 addresses the URL (universal resource locator) of the service center Web site 46 (step 132). The bank's server 90 attaches its ID to the URL address (step 134). At the simplest level, the bank only submits its ID, as follows: SCSite.com?from=Bank1 where "SCSite.com" is the URL for the service center site, the tag "from=bank1" indicates that the customer is being forwarded from bank 1. The service center inserts the appropriate bank's name when presenting the customers (sic) bills."  
Saliba '278 ¶ 0054-56.

896. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, links pointing to the server were placed into the first web pages, and of course, as is the nature of the web, the server would receive a signal when the link was clicked.

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**Claim 19 - Element (b)(ii), "...automatically identify as the source page..."**

897. Saliba '278 discloses "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:...(ii) automatically identify as the source page the one of the first web pages on which the link has been activated" as required by Element (b)(ii) of Claim 19.

898. Saliba '278 discloses that the web pages would be served from the outsource server in response to clicks on links in the first web page, and that the server recognizes where the clicks are coming from:

"FIG. 6 shows a method for implementing the low level of integration between the bank and the service center. The process begins at step 130 when a customer activates the "Billing Statements" option 60 in the bank's home page 50 (FIG. 2). In response to this activation, the bank server 90 addresses the URL (universal resource locator) of the service center Web site 46 (step 132). The bank's server 90 attaches its ID to the URL address (step 134). At the simplest level, the bank only submits its ID, as follows: SCSite.com?from=Bank1 where "SCSite.com" is the URL for the service center site, the tag "from=bank1" indicates that the customer is being forwarded from bank 1. The service center inserts the appropriate bank's name when presenting the customers (sic) bills."  
Saliba '278 ¶ 0054-56.

899. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the outsource server would be able to identify the source web page from which the visitor's click comes.

**Claim 19 - Element (b)(iii), "...automatically retrieve the stored data..."**

900. Saliba '278 discloses "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:...(iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page" as required by Element (b)(iii) of Claim 19.

901. Saliba '278 discloses that the web pages would be served from the outsource server in response to clicks on links in the first web page:

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"FIG. 6 shows a method for implementing the low level of integration between the bank and the service center. The process begins at step 130 when a customer activates the "Billing Statements" option 60 in the bank's home page 50 (FIG. 2). In response to this activation, the bank server 90 addresses the URL (universal resource locator) of the service center Web site 46 (step 132). The bank's server 90 attaches its ID to the URL address (step 134). At the simplest level, the bank only submits its ID, as follows: SCSite.com?from=Bank1 where "SCSite.com" is the URL for the service center site, the tag "from=bank1" indicates that the customer is being forwarded from bank 1. The service center inserts the appropriate bank's name when presenting the customers (sic) bills."  
Saliba '278 ¶ 0054-56.

902. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the outsource server would serve a corresponding page in response to clicks on the first web page.

**Claim 19 - Element (b)(iv), "...transmit to the web browser a second web page..."**

903. Saliba '278 discloses "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:...(iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays: (A) information associated with the commerce object associated with the link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source page" as required by Element (b)(iv) of Claim 19.

904. Saliba '278 discloses that the server would use the stored data to create a page that can be transmitted to the user, containing both information associated with an associated commerce object, and visual elements related to the source page:

"Upon activating the 'Billing Statements' option 60, the bank's Web server links to the service center's server without exposing this transfer to the customer. The customer still believes that he/she is connected to and communicating with the bank's Web site 44. A new Web page that incorporates the customer's bills is then presented to the customer."  
Saliba '278 ¶ 0040.

"The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have been provided by the bank's Web site 44, while the identity of the service center 24 is veiled, to lead the

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customer to believe that the billing data is provided by the financial institution rather than the service center.”  
Saliba ‘278 ¶ 0041.

905. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that Saliba ‘278 discloses a system in which the outsource server transmits a second web page containing the commerce object associated with the first web page, and visual elements from the first web page .

906. Additional citations supporting my conclusions regarding the disclosure of the Asserted Claims of the ‘399 Patent in Saliba ‘278, and the other anticipating prior art, is provided in the relevant claim charts.

**B. The Asserted Claims of the ‘399 Patent are Invalid Over SexToy**

**I. Claim 1**

907. The SexToy prior art system included each and every element of Claim 1.

**Claim 1 - Preamble**

908. SexToy implemented and used the method of “A method of an outsource provider serving web pages offering commercial opportunities” as required by the preamble to Claim 1.

909. SexToy was an outsource provider:

“Promote your own sextoy site! We will run the website, process the orders, ship the product, and handle customer service. Then we will pay you 15-20% of gross revenue from the sales you attract.” Promote your own sextoy site, <http://web.archive.org/web/19980517004530/sextoy.com/cnv/cnv.html> (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/cnv.html as archived by the Internet Archive [DFNDT000945-000946])

910. My opinion is further supported by the testimony of SexToy.com founder David Levine. Mr. Levine testified that the SexToy.com affiliate system was a three party e-commerce affiliate program involving an affiliate (or host), a merchant, and the SexToy.com outsource provider. [Levine, Tr., 21:16-24:20; 26:19-27:10; 156:17-157:8; 159:19-160:17; 161:20-162:22]

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911. Mr. Levine also testified that as early as 1996 the SexToy.com system would serve a composite webpage offering commercial opportunities, *i.e.*, the opportunity to purchase products. [Levine, Tr., 32:24-35:5; 106:21-107:12; 176:11-178:1; 193:8-194:9]

912. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the three previous paragraphs, that SexToy.com was an outsource provider providing commercial opportunities.

**Claim 1 - Element (a), the “...in response to activation...” limitation**

913. SexToy implemented and used the method of “automatically at a server of the outsource provider, in response to activation, by a web browser of a computer user, of a link displayed by one of a plurality of first web pages, recognizing as the source page the one of the first web pages on which the link has been activated” as required by Element (a) of Claim 1.

914. SexToy served appropriate web pages when visitors clicked on links on a first web page:

“2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your SexToy site.

3. All orders that come from your link will be marked and commission of 15%-20% of gross sales paid to you monthly [sic]. (Gross sales include shipping cost which can be a significant portion of total revenue.)” Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]

915. My opinion is also supported by the testimony of David Levine. Mr. Levine testified that as early as 1996 the SexToy.com affiliate system provided the host website with a link to a URL stored on the outsource server, correlating the host website with a selected commerce object, *i.e.*, a specific product or a product page. [Levine, Tr., 55:21-56:19; 68:14-69:9; 80:6-13; 173:24-174:23; 175:14-176:2] Mr. Levine also testified that as early as 1996 the SexToy.com system would, in response to the activation of the provided link, serve to the visitor computer a composite webpage with content based on the commerce object associated with the link. [Levine, Tr., 32:24-35:24; 106:21-107:12; 176:11-178:1; 193:8-194:9]

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916. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the two previous paragraphs, that the outsource server sent the appropriate pages in response to clicks on links on one of the first web pages.

**Claim 1 - Element (a)(i), “...plurality of web page owners...”**

917. SexToy implemented and used the method of “wherein each of the first web pages belongs to one of a plurality of web page owners” as required by Element (a)(i) of Claim 1.

918. SexToy was a system in which the first web pages were owned by a plurality of web page owners, as it publicly offered its services to affiliates:

“Promote your own sextoy site! We will run the website, process the orders, ship the product, and handle customer service. Then we will pay you 15-20% of gross revenue from the sales you attract.” Promote your own sextoy site, <http://web.archive.org/web/19980517004530/sextoy.com/cnv/cnv.html> (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/cnv.html as archived by the Internet Archive [DFNDT000945-000946])

919. My opinion is further supported by the testimony of David Levine. Mr. Levine testified that by 1997 the SexToy.com system included a plurality of affiliates, or “host” web page owners, probably numbering as many as 1,000.

Q How many affiliates would you say have their websites linking to the SexToy website?

A Back at this time?

Q Yes.

A Well, I did submit an exhibit -- I'm sorry, a document of my -- the checks I was sending. And you could see how many checks I sent per month. If I sent a hundred -- I probably had ten times as many affiliates linking to me as I did having checks going out on a monthly basis. So if I sent a hundred checks, it was probably a thousand affiliates.

Q: You had more than one affiliate at the time?

A: Yes, I did

[Levine, Tr., 38:9-23]

[See also Levine, Tr., 36:20-39:4]

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920. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the two previous paragraphs, that SexToy had numerous affiliates—owners of first web pages—linking to it.

**Claim 1 - Element (a)(ii), “...plurality of merchants...”**

921. SexToy implemented and used the method of “wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants” as required by Element (a)(ii) of Claim 1.

922. SexToy worked with affiliates who would link from their websites to commerce objects on the outsource server:

“2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your SexToy site.” [DFNDT000945-000946]

923. My opinion is also supported by the testimony of David Levine. Mr. Levine testified that the SexToy.com system had multiple merchants. See Levine, Tr. at 164:2-5, “. . . we had multiple merchants and affiliates were able to use my one outsource provider to reach products from multiple merchants.” [See also Levine, Tr., 135:16-136:13; 163:11-164:5; 188:19-190:17] Someone skilled in the art would understand the “products” to be commerce objects.

924. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the two previous paragraphs, that affiliates’ “first web pages” would have at least one link to commerce objects on the SexToy site.

**Claim 1 - Element (a)(iii), “...are each third parties...”**

925. SexToy implemented and used the method of “wherein the selected merchant, the outsource provider, and the owner of the first web page are each third parties with respect to one other” as required by Element (a)(iii) of Claim 1.

926. SexToy.com was a three-party system with affiliates (owners of first web pages), SexToy.com (the outsource provider), and the merchants. My opinion is supported by the

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testimony of David Levine. David Levine testified that, in the SexToy.com affiliate system, the selected merchant, the outsource provider, and the owner of the first web page are each third parties with respect to one other:

Q Now, back in 19 -- back in the 1995 to 1999 time frame, how many different merchants did have?  
A I'm guessing during that period, I had five to ten would be the most.  
Q Were the merchants separate and distinct entities from CNV, Incorporated?  
A Yes.  
Q Were the merchants separate and distinct entities from the affiliates?  
A Yes.  
Q And were the affiliates separate and distinct entities from SexToy.com?  
A Yes.  
Q So all three parties were separate and distinct legal entities?  
A Yes.  
[Levine, Tr., 26:19-27:10]  
See also [Levine, Tr., 21:16-24:20; 26:19-27:10; 156:17-157:8; 159:19-160:17; 161:20-162:22; 185:15-25 ]

927. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the two previous paragraphs, that SexToy was a three-party system.

**Claim 1 - Element (b), "...automatically retrieving..."**

928. SexToy implemented and used the method of "automatically retrieving from a storage coupled to the server pre-stored data associated with the source page" as required by Element (b) of Claim 1.

929. The SexToy server would store data related to the source page:

"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.  
What would you like to appear on the bottom of every page?"  
"If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000")  
Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from."  
Promote your own sextoy site, May 17, 1998 version (emphasis removed).  
[DFNDT000945-000946]

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930. My opinion is supported by the testimony of David Levine. Mr. Levine testified that at least by the time of the upgrade in 1997, SexToy.com system could store on the SexToy.com server look and feel elements associated with an affiliate (host) website, including HTML, images and banners. [Levine, Tr., 39:18-43:1; 47:11-49:11 ; 88:24-89:10; 169:14-170:21; 193:8-194:9] Mr. Levine also testified that as early as 1996 the SexToy.com system would, in response to the activation of the provided link, serve to the visitor computer a webpage corresponding to the stored look and feel elements of the host website, and with content based on the commerce object associated with an activated link from the affiliate website. [Levine, Tr., 32:24-35:24; 106:21-107:12; 176:11-178:1; 193:8-194:9] Mr. Levine also testified that these look and feel elements were retrieved from the data store in the SexToy system. [Levine, Tr., 48:4-49:11.]

931. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the two previous paragraphs, that the look and feel elements, including the HTML, images and banners, were "pre-stored data associated with a source page" and that it was automatically retrieved from storage with the composite webpage was served.

**Claim 1 - Element (c)(i), "...associated with the commerce object..."**

932. SexToy implemented and used the method of "automatically with the server computer-generating and transmitting to the web browser a second web page that includes: (i) information associated with the commerce object associated with the link that has been activated" as required by Element (c)(i) of Claim 1.

933. SexToy would serve pages with associated commerce objects in response to clicks on links:

"2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your SexToy site.  
3. All orders that come from your link will be marked and commission of 15%-20% of gross sales paid to you monthly [sic]. (Gross sales include shipping cost which can be

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a significant portion of total revenue.)" Promote your own sextoy site, May 17, 1998 version (emphasis removed).  
[DFNDT000945-000946]

934. My opinion is supported by the testimony of David Levine. Mr. Levine testified that as early as 1996 the SexToy.com system would, in response to the activation of the provided link, serve to the visitor computer a composite webpage corresponding to the stored look and feel elements retrieved from the affiliate website, and with content based on the commerce object associated with an activated link from the affiliate website. [Levine, Tr., 32:24-35:24; 106:21-107:12; 176:11-178:1; 193:8-194:9]

935. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the two previous paragraphs, that visitors would click a link to a commerce object, and that the server would use the information in the link to identify the affiliate and display the appropriate page.

**Claim 1 - Element (c)(ii), "...a plurality of visually perceptible elements..."**

936. SexToy implemented and used the method of "automatically with the server computer-generating and transmitting to the web browser a second web page that includes: (ii) a plurality of visually perceptible elements derived from the retrieved pre-stored data and visually corresponding to the source page" as required by Element (c)(ii) of Claim 1.

937. The SexToy server served pages that used visual elements, stored earlier corresponding, to the source page:

"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.  
What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.  
(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000")  
Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from."

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Promote your own sextoy site, May 17, 1998 version (emphasis removed).  
[DFNDT000945-000946]

938. My opinion is further supported by the testimony of David Levine. Mr. Levine testified that at least by the time of the upgrade in 1997, SexToy.com system could store on the SexToy.com server certain look and feel elements associated with an affiliate (host) website, including HTML, images and banners. [Levine, Tr., 39:18-43:1; 47:11-49:11 ; 88:24-89:10; 169:14-170:21; 193:8-194:9] a person of ordinary skill would understand that at least the images and banners were "visually perceptible elements."

939. A person of ordinary skill in the art would thus understand, from a review of the document(s) and testimony referenced in the two previous paragraphs, that SexToy was customizing the pages with visually perceptible elements associated with the source (affiliate) page.

**2. Claim 3**

940. The SexToy prior art system included of each and every element of Claim 3.

941. SexToy implemented and used the method of "The method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page" as required by Claim 3.

942. SexToy allowed for navigational links to be included in the visual elements:

"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like)... If you want to serve a logo or image, either forward us the image or give us the URL where it is located.  
What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.)"  
Promote your own sextoy site, May 17, 1998 version (emphasis removed).  
[DFNDT000945-000946]

943. My opinion is also supported by the testimony of David Levine. Mr. Levine testified that the customization available on the sextoy.com served webpages allowed an affiliate, or host, to include as part of the look and feel elements, links for navigation, including links back

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to web-pages of the host website. [Levine, Tr., 35:6-24; 55:6-20; 205:8-25;] David Levine also testified that the visually perceptible elements could include, for example, banners or text that served as navigational links on the source page. [Levine, Tr., 37:11-38:23; 112:21-113:11; 113:23-114:25; 115:1-116:12; 206:3-207:3]

944. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the two previous paragraphs, that affiliates were able to include links from the pages served by the SexToy server back to the source page.

3. Claim 7

945. The SexToy prior art system included each and every element of Claim 7.

946. SexToy implemented and used the method of "The method of claim 1 wherein the commerce object associated with the link that has been activated comprises information defining an electronic catalog having a multitude of merchant offerings, and wherein the second web page contains one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog" as required by Claim 7.

947. SexToy was a system in which the visitor from the host website could search categories of products including videos, toys for men, lotions, creams, and oils:

- Erotic Garments - Latex and Lingerie for men and women.
- Videos - Classics and/or Hot action videos.
- Games for fun and intimacy and Books for fun and education."

SexToys sex toys adult xxx ..., May 17, 1998 version (emphasis and links removed). [DFNDT000950-000951]

948. My opinion is also supported by the testimony of David Levine. Mr. Levine testified that the SexToy.com system allowed the consumer to click a link on a web page stored by the host (affiliate) website to go to an electronic catalog, which offered a variety of products from multiple merchants. [Levine, Tr., 32:24-35:5; 53:6-55:2] David Levine also testified that as early as 1996 the SexToy.com affiliate system provided the host website with a link to a URL

stored on the outsource server, correlating the host website with a selected commerce object, i.e., a specific product or a product page. [Levine, Tr., 55:21-56:19; 68:14-69:9; 80:6-13; 173:24-174:23; 175:14-176:2; 198:19-199:20] Finally, as I explained above, Mr. Levine testified that the SexToy.com system had multiple merchants. [Levine, Tr., 135:16-136:13; 163:11-164:5; 188:19-190:17]

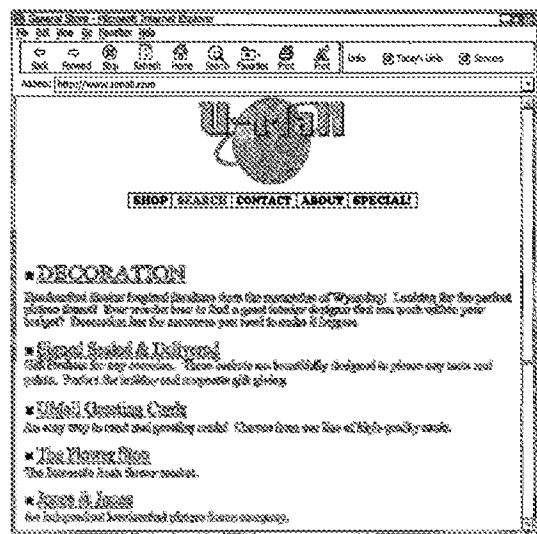
949. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the previous paragraph, that the SexToy.com server served pages containing commerce objects representing selectable navigation links to a variety of product categories, from multiple merchants, on second web pages.

The Limitation is Obvious Over SexToy in View of the Arnold '504 Prior Art

950. To the extent that "having a multitude of merchant offerings, and wherein the second web page contains one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog" is argued or found to be not adequately disclosed in SexToy, it would have been obvious to one of ordinary skill in the art to combine the teachings of SexToy with the teachings of Arnold '504, which clearly discloses both hierarchical catalogs of products and search functionality.

951. For example, Figure 25 shows both a Search button and a list of product categories:

"FIG. 25 displays an example display Web page from a VO, including a number of items that can be ordered by a customer. If the customer chooses to order a greeting card, then the customer will link directly to the greeting card merchant, who prepares and sends to the customer the order Web page displayed in FIG. 26." 14:41 - 14:46



952. As such, it is my opinion that Claim 7 of the '399 Patent is invalid as obvious over the combination of the SexToy prior art and the Arnold '504 prior art.

4. Claim 19

953. The SexToy.com prior art system included each and every element of Claim 19.

Claim 19 - Preamble

954. SexToy implemented and used the method of "A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising" as required by the preamble to Claim 19.

955. SexToy was an outsource provider with commercial opportunities:

"Promote your own sextoy site! We will run the website, process the orders, ship the product, and handle customer service. Then we will pay you 15-20% of gross revenue from the sales you attract." Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]

956. My opinion is further supported by the testimony of David Levine. Mr. Levine testified that the SexToy.com affiliate system was a three party e-commerce affiliate program involving an affiliate (or host), a merchant, and the SexToy.com outsource provider. [Levine, Tr., 21:16-24:20; 26:19-27:10; 156:17-157:8; 159:19-160:17; 161:20-162:22; 185:15-25] Mr. Levine also testified that as early as 1996 the SexToy.com system would serve a composite webpage offering commercial opportunities, i.e., the opportunity to purchase products. [Levine, Tr., 32:24-35:5; 106:21-107:12; 176:11-178:1; 193:8-194:9]

957. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the two previous paragraphs, that SexToy.com was an outsource provider serving web pages offering commercial opportunities.

Claim 19 - Element (a), the "...visually perceptible elements..." limitation

958. SexToy implemented and used the method of "a computer store containing data, for each of a plurality of first web pages, defining a plurality of visual perceptible elements, which visually perceptible elements correspond to the plurality of first web pages" as required by Element (a) of Claim 19.

959. SexToy was a system in which visual elements related to the first web pages would be stored and placed into the pages served by the outsource server:

"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like)... If you want to serve a logo or image, either forward us the image or give us the URL where it is located. What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.)" Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]

960. My opinion is also supported by the testimony of David Levine. Mr. Levine testified that at least by the time of the upgrade in 1997, SexToy.com system could store on the SexToy.com server certain elements associated with a host website, including HTML, images and banners. [Levine, Tr., 39:18-43:1; 47:11-49:11 ; 88:24-89:10; 169:14-170:21; 193:8-194:9] A person of ordinary skill would understand that at least the images and banners were "visually perceptible elements."

961. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the two previous paragraphs, that SexToy.com was saving visual elements, then using them later when serving pages related to the affiliate providing the HTML.

**Claim 19 - Element (a)(i), "...plurality of web page owners..."**

962. SexToy implemented and used the method of "wherein each of the first web pages belongs to one of a plurality of web page owners" as required by Element (a)(i) of Claim 19.

963. My opinion is supported by the testimony of David Levine. Mr. Levine testified that by 1997 the SexToy.com system included a plurality of affiliates, or web page owners, numbering as many as 1,000:

Q How many affiliates would you say have their websites linking to the SexToy website?

A Back at this time?

Q Yes.

A Well, I did submit an exhibit -- I'm sorry, a document of my -- the checks I was sending. And you could see how many checks I sent per month. If I sent a hundred -- I probably had ten times as many affiliates linking to me as I did having checks going out on a monthly basis. So if I sent a hundred checks, it was probably a thousand affiliates.

Q: You had more than one affiliate at the time?

A: Yes, I did.

[Levine, Tr., 38:9-23]

See also [Levine, Tr., 36:20-39:4]

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964. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the two previous paragraphs, that there was a plurality of web page owners with "first web pages."

**Claim 19 - Element (a)(ii), "...plurality of merchants..."**

965. SexToy implemented and used the method of "wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants" as required by Element (a)(ii) of Claim 19.

966. SexToy affiliates linked from their "first web pages" to the outsource server, where visitors would find commerce objects representing offers from a plurality of merchants:

"2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your SexToy site.

3. All orders that come from your link will be marked and commission of 15%-20% of gross sales paid to you monthly [sic]. (Gross sales include shipping cost which can be a significant portion of total revenue.)" Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]

967. My opinion is also supported by the testimony of David Levine. Mr. Levine testified that as early as 1996 the SexToy.com affiliate system provided the host website with a link to a URL stored on the outsource server, correlating the host website with a selected commerce object, i.e., a specific product or a product page. [Levine, Tr., 55:21-56:19; 68:14-69:9; 80:6-13; 173:24-174:23; 175:14-176:2] Mr. Levine further testified that the commerce objects offered through the SexToy.com system were associated with a plurality of merchants:

Q Now, back in 19 -- back in the 1995 to 1999 time frame, how many different merchants did have?

A I'm guessing during that period, I had five to ten would be the most.

Q Were the merchants separate and distinct entities from CNV, Incorporated?

A Yes.

[Levine, Tr., 26:19]

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968. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the two previous paragraphs, that SexToy had commerce objects representing multiple merchant offers, and that affiliates linked to those offers.

**Claim 19 - Element (a)(iii), "...are third parties..."**

969. The SexToy.com prior art system included "wherein the selected merchant, the outsource provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other" as required by Element (a)(iii) of Claim 19.

970. My opinion is supported by the testimony of David Levine. Mr. Levine testified that the SexToy.com affiliate system was a three-party e-commerce affiliate program involving an affiliate (or host), a merchant, and the SexToy.com outsource provider:

Q Now, back in 19 -- back in the 1995 to 1999 time frame, how many different merchants did have?

A I'm guessing during that period, I had five to ten would be the most.

Q Were the merchants separate and distinct entities from CNV, Incorporated?

A Yes.

Q Were the merchants separate and distinct entities from the affiliates?

A Yes.

Q And were the affiliates separate and distinct entities from SexToy.com?

A Yes.

Q So all three parties were separate and distinct legal entities?

A Yes.

[Levine, Tr., 26:19-27:10]

See also [Levine, Tr., 21:16-24:20; 26:19-27:10; 156:17-157:8; 159:19-160:17; 161:20-162:22; 185:15-25]

971. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the two previous paragraphs, that a merchant, outsource provider, and an affiliate (owner of the first web page) were all third parties with respect to each other.

**Claim 19 - Element (b)(i), "...a signal indicating activation..."**

972. SexToy implemented and used the method of "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:...(i)

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receive from the web browser of a computer user a signal indicating activation of one of the links displayed by one of the first web pages" as required by Element (b)(i) of Claim 19.

973. The SexToy.com prior art system included web pages that SexToy would be served from the outsource server in response to clicks on links in the first web page:

"2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your SexToy site."

[DFNDT000945-000946]

974. My opinion is supported by the testimony of David Levine. Mr. Levine testified that at least by the time of the upgrade in 1997, SexToy.com system could store on the SexToy.com server elements associated with a host website, including HTML, images and banners. [Levine, Tr., 39:18-43:1; 47:11-49:11 ; 88:24-89:10; 169:14-170:21; 193:8-194:9] A person of ordinary skill in the art would understand that the SexToy.com server would necessarily be "coupled to a computer store."

975. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the two previous paragraphs, that the SexToy.com system included a computer server, connected to a "computer store" or memory, which was programmed to receive an activation signal generated by a user clicking on links pointing to the SexToy.com server.

**Claim 19 - Element (b)(ii), "...automatically identify as the source page..."**

976. The SexToy.com prior art system included "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to . . . (ii) automatically identify as the source page the one of the first web pages on which the link has been activated" as required by Element (b)(ii) of Claim 19.

977. David Levine testified that as early as 1996 the SexToy.com affiliate system provided the host website with a link to a URL stored on the outsource server, correlating the host website with a selected commerce object, i.e., a specific product or a product page. [Levine, Tr., 55:21-56:19; 68:14-69:9; 80:6-13; 173:24-174:23; 175:14-176:2]

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978. The SexToy outsource server served web pages in response to clicks on links in the first web page; the server recognized where the clicks were coming from:

"And we had a unique URL. So instead of SexToy.com/this page, dot, HTML, it would be a different URL -- bottom line is the URL had the affiliate code in it. So when a page was pulled, it would know that affiliate code, it would know the page, and make the page appear."  
[Levine, Tr., 33:11]

979. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the two previous paragraphs, that the server was tracking clicks on links on the "first web pages" and thus automatically identifying the particular affiliate webpage on which the link had been activated.

**Claim 19 - Element (b)(iii), "...automatically retrieve the stored data..."**

980. The SexToy prior art system included "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to: . . . (iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page" as required by Element (b)(iii) of Claim 19.

981. When responding with a page, SexToy would use the stored data to configure that page:

"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located...What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site...) (Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000") Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from."  
[DFNDT000945-000946]

982. My opinion is also supported by the testimony of David Levine. Mr. Levine testified that at least by the time of the upgrade in 1997, the SexToy.com system could store on the SexToy.com server data corresponding with a host website, including HTML, images and

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banners. [Levine, Tr., 39:18-43:1; 47:11-49:11; 88:24-89:10; 169:14-170:21; 193:8-194:9] Mr. Levine also testified that the stored data from the host website was retrieved:

Q: And what was stored in that database, do you recall?  
A: The -- you know, among possibly other things, affiliate code, HTML for the top of the page and HTML for the bottom of the page.  
Q: So there was a data store that was connected to the system that could retrieve the look and feel for each of the affiliates?  
A Yes.  
[Levine, Tr., 48:4-12]

983. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the two previous paragraphs, that the SexToy.com prior art system was, in response to identification of an affiliate webpage, automatically retrieving stored data that corresponded to the source (affiliate) webpage.

**Claim 19 - Element (b)(iv), "...transmit to the web browser a second web page..."**

984. The SexToy.com prior art system included "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to: . . . (iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays: (A) information associated with the commerce object associated with the link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source page" as required by Element (b)(iv) of Claim 19.

985. The SexToy server served pages that contained both the commerce object and the visual elements that corresponded to the source page:

"Promote your own sextoy site! We will run the website, process the orders, ship the product, and handle customer service. Then we will pay you 15-20% of gross revenue from the sales you attract."  
"2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your SexToy site." Promote your own sextoy site, <http://web.archive.org/web/19980517004530/sextoy.com/cnv/cnv.html> (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/cnv.html as archived by the Internet Archive). [DFNDT000945-000946]

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"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located..." [DFNDT000945-000946]

986. My opinion is further supported by the testimony of David Levine. Mr. Levine testified that as early as 1996 the SexToy.com system would, in response to the activation of a link on an affiliate webpage, serve to the visitor computer a composite webpage including (A) content based on the commerce object associated with the link, and (B) a plurality of visually perceptible elements corresponding to the source page. [Levine, Tr., 32:24-35:24; 106:21-107:12; 176:11-178:1; 193:8-194:9] Mr. Levine testified that these visually perceptible elements could include, for example, banners or text that served as navigational links on the source page. [Levine, Tr., 37:11-38:23; 112:21-113:11; 113:23-114:25; 115:1-116:12; 206:3-207:3]

987. A person of ordinary skill in the art would understand, from a review of the document(s) and testimony referenced in the two previous paragraphs, that affiliates were linking to commerce objects, and that the pages containing the commerce objects were customized with visual elements corresponding to the source page.

988. Additional citations supporting my conclusions regarding the disclosure of the Asserted Claims of the '399 Patent in SexToy, and the other anticipating prior art, is provided in the relevant claim chart attached as Exhibit 10C to this report.

**C. The Asserted Claims of the '399 Patent are Invalid Over Digital River SSS**

**1. Claim 1**

989. The Digital River SSS prior art system included each and every element of Claim 1.

**Claim 1 - Preamble**

990. Digital River SSS implemented and used "A method of an outsource provider serving web pages offering commercial opportunities" as required by the preamble to Claim 1.

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991. Digital River SSS was a system in which an outsource provider served web pages containing information about software for sale:

"Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security, collections and reporting of the sale of software."  
[sic]  
Digital River - Secure Encrypted Software Distribution,  
<http://web.archive.org/web/19970412100754/http://www.digitalriver.com/>; [DR000001-2]

992. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that Digital River SSS was a commercial outsource provider.

**Claim 1 - Element (a), the "...in response to activation..." limitation**

993. Digital River SSS implemented and used the method of "automatically at a server of the outsource provider, in response to activation, by a web browser of a computer user, of a link displayed by one of a plurality of first web pages, recognizing as the source page the one of the first web pages on which the link has been activated" as required by Element (a) of Claim 1.

994. After an e-commerce store is created, the Digital River SSS would generate and/or provide a link for Digital River clients to place on their websites. [See, e.g., June 3, 1997 Email from Maureen Collins to Steve Eller, DR015751 ("Congratulations!! Your electronic commerce site is completed and awaiting your link to our server. Your URL link address is as follows . . .").] Moreover, Digital River clients are required to "continuously maintain a link" to the e-commerce store set up and served by the Digital River SSS. [See, e.g., Digital River, Inc. Dealer Agreement with Tech Squared, DR012789 at 2; Electronic Software Distribution Agreement between Digital River and Auto FX Corp.; DR000013-21; September 26, 1997 Email from Digital River to Auto FX, DR000033 ("The URL for the Auto FX site is at the bottom of this email.")].

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995. The links that the Digital River SSS provided to Digital River clients could be recognized by the domain name, which often would include the string "digitalriver.com/cgi-bin/Tango.cgi/digitalriver/[client site name]" or a similar string in the URL. [See, e.g., June 3, 1997 Email from Maureen Collins to Steve Eller, DR015751 (<http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/edgepub/welcome.qry>); "purchase QFX on the web" hypertext link, DR000055-62 ("http://www3.digitalriver.com/cgi-bin/tango.cgi/digitalriver/rscott/welcome.qry?"); DTP Direct hypertext link, DR000112 (<http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home/qry?1d=1020&level=->)]. Exceptions to this include situations when a client would opt to use a "vanity URL" to further mask Digital River's involvement in the e-commerce transaction, but many clients in the 1996-97 time frame did not use such vanity URLs.

996. Since the URL links generated by the Digital River SSS would include the name of the client, or in some cases a "Site ID" (or "SID"), the Digital River SSS web server is able to recognize as the source page the one of the first web pages on which the link has been activated. [See, e.g., DR010603-668 (showing SID for client Miramar Systems, Inc.); DR020765 (showing Site ID for client Fore Front Group, Inc.); DR239966-67 (showing "SID" in URL of the Download Warehouse Software Store)].

997. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that Digital River clients would link their pages to the outsource server, and the server would be able to recognize from which first web pages the visitor was coming.

**Claim 1 - Element (a)(i), "...plurality of web page owners..."**

998. Digital River SSS implemented and used the method of "wherein each of the first web pages belongs to one of a plurality of web page owners" as required by Element (a)(i) of Claim 1.

999. The Digital River SSS system had multiple web page owners:

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"(Setting out commission rates for sale of products from software publishers through "3rd Party Hosts," DR, or DTP websites)." [DR026737-57] See also [DR074637-074669].

"The database is also designed to allow different points of entry; for example, a consumer might visit a software publisher's site. When this person wants to make a purchase, a link from the developer to Digital River's server shows the customer just that publisher's products. On the other hand, visitors to a retailer site will be able to view all the titles that retailer sells. In this way, Digital River can slice and dice the database to serve a variety of customers." [DFNDT 0005205] Digital River Plans An IPO This Year, St. Paul Pioneer Press (Tuesday, April 28, 1998).

1000. My opinion is supported by my interviews with Jim Pichler, who confirmed that the Digital River SSS worked with multiple dealers (affiliates or hosts). Mr. Pichler also showed me "stores" restored from a Digital River SSS server for several dealers: Bitstream, DTPDirect, Digital Frontiers, Miramar, and the Seattle Support Group.

1001. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that Digital River was serving multiple web page owners.

**Claim 1 - Element (a)(ii), "...plurality of merchants..."**

1002. Digital River SSS implemented and used the method of "wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants" as required by Element (a)(ii) of Claim 1.

1003. Digital River SSS was a system in which first web pages would link to pages containing commerce objects on the Digital River SSS server.

"After clicking on the "Buy Button", the end-user is transferred to a Web store hosted on Digital River's commerce network server ("CNS"), which replicates the look and feel of the client Web site." [DR037478-DR037479].

"Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet." [DR000001-2].

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1004. My opinion is supported by my interviews with Jim Pichler, who confirmed that the Digital River SSS worked with multiple merchants, and that dealers such as DTPDirect.com were able to sell products provided by these multiple merchants. As an example, he stated that the DTPDirect.com sold products from multiple merchants. In addition, I have reviewed files associated with the DTPDirect.com pages served from the Digital River SSS outsource server that were restored from a Digital River server, and these files (dated to 1996) contain information related to multiple merchants (see Digital River CD 2011.3.30/digitalriver - tango qry directories from live system backup Nov 1996/dtpdirectcomm). [DR034747-DR034902] [See also DR010603-668 (showing products from third-party merchants to be sold through the Miramar Systems, Inc. web store, with Miramar as a "dealer")]

1005. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraphs, that multiple first web pages would link to commerce objects representing buying opportunities from multiple merchants.

**Claim 1 - Element (a)(iii), "...are each third parties..."**

1006. Digital River SSS implemented and used the method of "wherein the selected merchant, the outsource provider, and the owner of the first web page are each third parties with respect to one other" as required by Element (a)(iii) of Claim 1.

1007. Digital River SSS was a system that had dealers (affiliates or hosts), the Digital River SSS, and merchants, all of which were third parties with respect to each other. One example is the DTPDirect store that ran on the Digital River SSS server. DTPDirect.com was a dealer (affiliate or host) that linked to the Digital River SSS outsource server, and was independent of Digital River, as demonstrated in the Dealer Agreement between Digital River and Techsquare, the owner of DTPDirect.com [DR026737 - DR02674295]. DTPDirect.com sold products from various merchants, including the Seattle Support Group (stock photographs and clip art) and Mitek (character-recognition software). These merchants were independent of Digital River and DTPDirect.com, as is shown in the Electronic Software Distribution agreement

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between Digital River and Mitek [DR026697 - DR026704]. [See also DR010603-668 (showing products from third-party merchants to be sold through the Miramar Systems, Inc. web store, with Miramar as a "dealer")]

1008. My opinion is further supported by my discussion with Jim Pichler, who confirmed that three parties were involved in the relationship: dealers (affiliates or hosts), Digital River, and merchants selling software product.

1009. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that the Digital River SSS system consisted of three parties, an affiliate (the owner of the first web page), the merchant, and the outsource provider.

**Claim 1 - Element (b), "...automatically retrieving..."**

1010. Digital River SSS implemented and used the method of "automatically retrieving from a storage coupled to the server pre-stored data associated with the source page" as required by Element (b) of Claim 1.

1011. The Digital River SSS servers used pre-stored data associated with the affiliate's pages:

"Flow chart depicting "Level 1" and stating that depicted ISV and Dealer pages "will actually be built "on-the-fly" as users arrive from various ISV and Dealer web pages using database image and content values . . . The user will be presented with a page on the Digital River Server that is similar in feel to the ISV or Dealer page." [DR000007-12].

1012. My opinion is further supported by my discussion with Jim Pichler, who confirmed that the Digital River SSS retrieved data associated with the dealer (affiliate or host) pages from storage. Mr. Pichler explained how the Digital River SSS functioned and how the Tango application server communicated with the database server to retrieve the stored look and feel elements and generate a web page using those elements. Finally, numerous Digital River documents also support my opinion that the Digital River SSS comprised a computer processor

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coupled to a data store that served a composite web page with look and feel elements retrieved from a data store. [See, e.g., Digital River – The Technical Concept, DR006197-6199; Tango Reference Manual, DR036322-467; The Digital River Internet Ordering System (StoryBoard Overview), DR000117-121].

1013. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced above, that Digital River was storing information to be used for compiling web pages later.

**Claim 1 - Element (c)(i), "...associated with the commerce object..."**

1014. Digital River SSS implemented and used the method of "automatically with the server computer-generating and transmitting to the web browser a second web page that includes (i) information associated with the commerce object associated with the link that has been activated" as required by Element (c)(i) of Claim 1:

1015. The Digital River SSS server provided pages containing various commerce objects:

"Extending your selling environment. Better yet, the entire transaction takes place in the selling environment you've created, surrounded by the look and feel of your identity, with your products presented the way you want them presented, with no competition. Your customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There's no sensation of being suddenly hustled off to another location. Your customers won't end up at some foreign-looking page where they have to hunt to find your product. You can even prompt customers to purchase additional products, for instance printed manuals or more of your software."  
Digital River – Secure Encrypted Software Distribution,  
<http://web.archive.org/web/19971221024519/digitalriver.com/Page3.html>  
[DR000003-4] (emphasis original).

"After clicking on the "Buy Button", the end-user is transferred to a Web store hosted on Digital River's commerce network server ("CNS"), which replicates the look and feel of the client Web site." [DR037478- DR037479].

1016. My opinion is further supported by my discussion with Jim Pichler, who confirmed that the Digital River SSS server generated pages that included commerce objects when visitors arrived at the site after clicking links on dealer (affiliate or host) web pages.

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1017. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that the server provides a web page containing the commerce object referenced by the link.

**Claim 1 - Element (c)(ii), "...a plurality of visually perceptible elements..."**

1018. Digital River SSS implemented and used the method of "automatically with the server computer-generating and transmitting to the web browser a second web page that includes (ii) a plurality of visually perceptible elements derived from the retrieved pre-stored data and visually corresponding to the source page" as required by Element (c)(ii) of Claim 1.

1019. The page served by the Digital River SSS server use the look and feel of the website from which the visitor arrived:

"After clicking on the "Buy Button", the end-user is transferred to a Web store hosted on Digital River's commerce network server ("CNS"), which replicates the look and feel of the client Web site." [DR037478- DR037479].

1020. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that Digital River provided pages that contained visual elements from the source page.

**2. Claim 3**

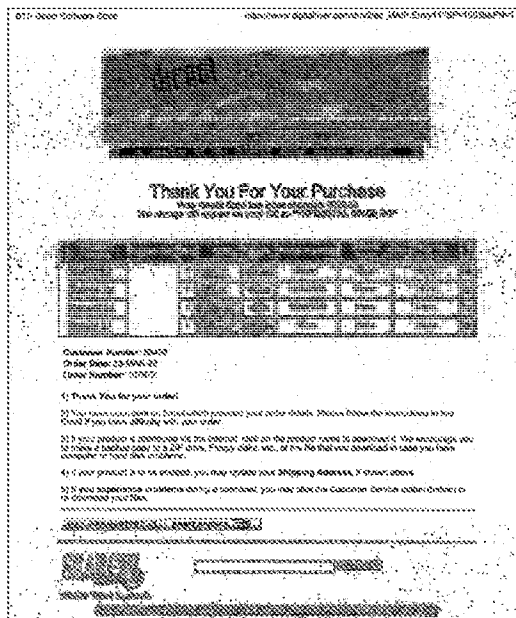
1021. The Digital River SSS prior art system included each and every element of Claim 3.

1022. Digital River SSS implemented and used the method of "The method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page" as required by Claim 3.

1023. Pages served from the Digital River SSS server included navigation links pointing back to the first website. As explained to me by Mr. Jim Pichler, the final page served from the Digital River server at the end of the check-out process included at least one link back to the affiliate website (first website):

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[See DRI00021259, Pg. 3]

1024. To the extent that that it is argued or determined that the Digital River SSS did not implement or anticipate "a set of navigational links," it is my opinion that this feature would have been clearly obvious in light of the Digital River SSS prior art.

1025. The following screenshots shows the DTPDirect.com affiliate site generated by Jim Pichler from legacy source code [produced at DR034747-DR034902]. This site, served by

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the Digital River SSS, contained web pages comprising three frames; the leftmost frame containing a navigation bar:



1026. Although this navigation bar was stored in a datastore on the Digital River SSS server—rather, it was loaded from the host website—that is an implementation choice, one of a limited number of choices related to where the navigation bar would be stored. Anyone skilled in the art would have understood that the navigation bar *could* have been loaded from the outsource server, and thus the concept of providing multiple navigation links from a page served by the outsource server was obvious.

1027. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the Digital River SSS contained navigational links from the source page.

**3. Claim 7**

1028. The Digital River SSS prior art system included each and every element of Claim 7.

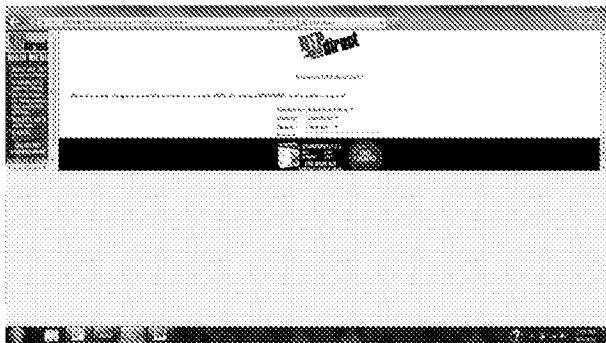
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1029. Digital River SSS implemented and used "The method of claim 1 wherein the commerce object associated with the link that has been activated comprises information defining an electronic catalog having a multitude of merchant offerings, and wherein the second web page contains one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog" as required by Claim 7.

1030. In the Digital River SSS system, host sites linked to variety of pages on the outsource server containing merchant offerings. For example, when a user clicked a link on the DTPDirect.com website and the associated store was loaded from the Digital River SSS server, the store would contain commerce objects representing links to various offerings in the catalog. The following screenshot shows the DTPDirect.com affiliate site as generated from legacy source code by Jim Pichler, with drop-down list boxes provided to help visitors choose products:



1031. My opinion is further supported by my interview with Jim Pichler, who described how pages displayed by the Digital River SSS server could display catalogs of various products

from various merchants. Mr. Pichler demonstrated using Digital River SSS stores restored from Digital River servers, how pages would provide hierarchical catalogs in which pages were reached from links.

1032. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that the Digital River SSS system comprised host pages containing commerce objects representing links to an electronic catalog with many products, and that a linked-to page could contain links to other pages with a subset of the offerings.

#### 4. Claim 19

1033. The Digital River SSS prior art system included each and every element of Claim 19.

##### Claim 19 - Preamble

1034. Digital River SSS implemented and used the method of "A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising" as required by the preamble to Claim 19.

1035. The Digital River SSS system was an outsource provider:

"Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security, collections and reporting of the sale of software." [sic] Digital River - Secure Encrypted Software Distribution, <http://web.archive.org/web/19970412100754/http://www.digitalriver.com/>; [DR000001-2].

1036. "My opinion is supported by my interviews with Mr. Jim Pichler, who stated that Digital River SSS was an e-commerce outsource service providing commercial opportunities; additionally I have examined image files copied from a Digital River server related to this service, dating to 1996. [Digital River CD 2011.3.30\digitalriver - tango qry directories from live system backup Nov 1996\bitstream\pics; DR034692-DR034711]

1037. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous two paragraphs, that Digital River SSS was a commercial outsource provider.

##### Claim 19 - Element (a), the "...visually perceptible elements..." limitation

1038. Digital River SSS implemented and used the method of "a computer store containing data, for each of a plurality of first web pages, defining a plurality of visual perceptible elements, which visually perceptible elements correspond to the plurality of first web pages" as required by Element (a) of Claim 19.

1039. The Digital River SSS system served pages that had the look and feel of the website from which the visitor arrived:

"After clicking on the "Buy Button", the end-user is transferred to a Web store hosted on Digital River's commerce network server ("CNS"), which replicates the look and feel of the client Web site." [DR037478- DR037479].

1040. Moreover, I have personally inspected the restored Digital River SSS and confirmed that it did, in fact, serve e-commerce supported pages matching the look and feel of host sites. The restored system is capable of serving web pages for at least five Digital River clients, including web storefronts for DTP Direct, Bitstream, Casady and Greene, Digital Frontiers, and Miramar Systems. My opinion is further supported by my conversation with Mr. Pichler, who stated that the restored Digital River SSS functions today as it did back in 1996, when he constructed the system.

1041. Since the home pages of at least some of the 1996 Digital River clients are still available for viewing via [www.archive.org](http://www.archive.org), it is possible to compare the look and feel of the host web pages to the look and feel of the corresponding pages served by the Digital River SSS server.

1042. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the Digital River system stored visual elements corresponding to the first web pages.

##### Claim 19 - Element (a)(i), "...plurality of web page owners..."

1043. Digital River SSS implemented and used the method of "wherein each of the first web pages belongs to one of a plurality of web page owners" as required by Element (a)(i) of Claim 19.

1044. The Digital River SSS system had multiple web page owners:

"(Setting out commission rates for sale of products from software publishers through "3rd Party Hosts," DR, or DTP websites)." [DR026737-57] See also [DR074637-074669].

"The database is also designed to allow different points of entry; for example, a consumer might visit a software publisher's site. When this person wants to make a purchase, a link from the developer to Digital River's server shows the customer just that publisher's products. On the other hand, visitors to a retailer site will be able to view all the titles that retailer sells. In this way, Digital River can slice and dice the database to serve a variety of customers." [DFNDT 0005205] Digital River Plans An IPO This Year, St. Paul Pioneer Press (Tuesday, April 28, 1998).

1045. My opinion is supported by my interviews with Jim Pichler, who confirmed that the Digital River SSS worked with multiple dealers (affiliates or web page owners). Mr Pichler also showed me "stores" restored from a Digital River SSS server for several dealers: Bitstream, DTPDirect, Digital Frontiers, Miramar, and the Seattle Support Group.

1046. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that Digital River was serving multiple web page owners.

##### Claim 19 - Element (a)(ii), "...plurality of merchants..."

1047. Digital River SSS implemented and used the method of "wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants" as required by Element (a)(ii) of Claim 19.

1048. On the Digital River SSS system, first web pages would link to pages containing commerce objects on the Digital River server.

"After clicking on the "Buy Button", the end-user is transferred to a Web store hosted on Digital River's commerce network server ("CNS"), which replicates the look and feel of the client Web site." [DR037478-DR037479].

"Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet." [DR000001-2].

1049. My opinion is supported by my interviews with Jim Pichler, who confirmed that the Digital River SSS worked with multiple merchants, and that dealers such as DTPDirect.com were able to sell products provided by these multiple merchants. As an example, he stated that the DTPDirect.com sold products from multiple merchants. In addition, I have reviewed files associated with the DTPDirect.com pages served from the Digital River SSS outsource server that were restored from a Digital River server, and these files (dated to 1996) contain information related to multiple merchants (see Digital River CD 201 1.3.30/digitalriver - tango qry directories from live system backup Nov 1996/dtpdirectcomm) [DR034747-DR034902]. [See also DR010603-668 (showing products from third-party merchants to be sold through the Miramar Systems, Inc. web store, with Miramar as a "dealer").]

1050. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that multiple first web pages would link to commerce objects representing buying opportunities from multiple merchants.

**Claim 19 - Element (a)(iii), "...are third parties..."**

1051. Digital River SSS implemented and used the method of "wherein the selected merchant, the outsource provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other" as required by Element (a)(iii) of Claim 19.

1052. Digital River SSS was a system that had dealers (affiliates or hosts), the Digital River SSS, and merchants, all of which were third parties with respect to each other. One example is the DTPDirect store that ran on the Digital River SSS server. DTPDirect.com was a

dealer (affiliate or host) that linked to the Digital River SSS outsource server, and was independent of Digital River, as demonstrated in the Dealer Agreement between Digital River and Techsquare, the owner of DTPDirect.com [DR026737 - DR02674295]. DTPDirect.com sold products from various merchants, including the Seattle Support Group (stock photographs and clip art) and Mitek (character-recognition software). These merchants were independent of Digital River and DTPDirect.com, as is shown in the Electronic Software Distribution agreement between Digital River and Mitek [DR026697 - DR026704].]

1053. My opinion is further supported by my discussion with Jim Pichler, who confirmed that three independent parties were involved in the relationship: dealers (affiliates or web page owners), Digital River, and merchants selling software product.

1054. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous paragraphs, that the Digital River SSS system consisted of three parties, an affiliate (the owner of the first web page), the merchant, and the outsource provider.

**Claim 19 - Element (b)(i), "...a signal indicating activation..."**

1055. Digital River SSS implemented and used the method of "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to... (i) receive from the web browser of a computer user a signal indicating activation of one of the links displayed by one of the first web pages" as required by Element (b)(i) of Claim 19.

1056. The Digital River SSS outsource server served pages in response to clicks on links in the first web page:

"After clicking on the "Buy Button", the end-user is transferred to a Web store hosted on Digital River's commerce network server ("CNS"), which replicates the look and feel of the client Web site." [DR037478- DR037479].

1057. After an e-commerce store is created, the Digital River SSS would generate and/or provide a link for Digital River clients to place on their websites. [See, e.g., June 3, 1997 Email from Maureen Collins to Steve Eller, DR015751 ("Congratulations!! Your electronic

commerce site is completed and awaiting your link to our server. Your URL link address is as follows . . ."). Moreover, Digital River clients are required to "continuously maintain a link" to the e-commerce store set up and served by the Digital River SSS. [See, e.g., *Digital River, Inc. Dealer Agreement with Tech Squared*, DR012789 at 2; *Electronic Software Distribution Agreement between Digital River and Auto F/X Corp.*; DR000013-21; *September 26, 1997 Email from Digital River to Auto FX*, DR000033 ("The URL for the Auto FX site is at the bottom of this email.")].

1058. The links that the Digital River SSS provided to Digital River clients could be recognized by the domain name, which often would include the string "digitalriver.com/cgi-bin/Tango.cgi/digitalriver/[client site name]" or a similar string in the URL. [See, e.g., June 3, 1997 Email from Maureen Collins to Steve Eller, DR015751 (<http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/edgepub/welcome.qry>); "purchase QFX on the web" hypertext link, DR000055-62 ("http://www3.digitalriver.com/cgi-bin/tango.cgi/digitalriver/rscott/welcome.qry?"); *DTP Direct hypertext link*, DR000112 (<http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home/qry?1d=1020&level=>)]. Exceptions to this include situations when a client would opt to use a "vanity URL" to further mask Digital River's involvement in the e-commerce transaction, but many clients in the 1996-97 time frame did not use such vanity URLs.

1059. Since the URL links generated by the Digital River SSS would include the name of the client, or in some cases a "Site ID" (or "SID"), the Digital River SSS web server is able to recognize the page on which the link has been activated. [See, e.g., DR010603-668 (showing SID for client Miramar Systems, Inc.); DR020765 (showing Site ID for client Fore Front Group, Inc.); DR239966-67 (showing "SID" in URL of the Download Warehouse Software Store)].

1060. My opinion is further supported by my interview with Jim Pichler, who confirmed that the Digital River SSS would recognize clicks on links from specific dealer pages (host or first web pages).

1061. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, links pointing to the server were placed into the first web pages, and of course, as is the nature of the web, the server would receive a signal when the link was clicked.

**Claim 19 - Element (b)(ii), "...automatically identify as the source page..."**

1062. Digital River implemented and used the method of "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to... (ii) automatically identify as the source page the one of the first web pages on which the link has been activated" as required by Element (b)(ii) of Claim 19.

1063. Web pages would be served from the Digital River SSS outsource server in response to clicks on links in the first web page, and the server could recognize where the clicks were coming from:

"After clicking on the "Buy Button", the end-user is transferred to a Web store hosted on Digital River's commerce network server ("CNS"), which replicates the look and feel of the client Web site." [DR037478- DR037479].

1064. The links that the Digital River SSS provided to Digital River clients could be recognized by the domain name, which often would include the string "digitalriver.com/cgi-bin/Tango.cgi/digitalriver/[client site name]" or a similar string in the URL. [See, e.g., June 3, 1997 Email from Maureen Collins to Steve Eller, DR015751 (<http://www3.digitalriver.com/cgi-bin/Tango.cgi/digitalriver/edgepub/welcome.qry>); "purchase QFX on the web" hypertext link, DR000055-62 ("http://www3.digitalriver.com/cgi-bin/tango.cgi/digitalriver/rscott/welcome.qry?"); *DTP Direct hypertext link*, DR000112 (<http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home/qry?1d=1020&level=>)]. Exceptions to this include situations when a client would opt to use a "vanity URL" to further mask Digital River's involvement in the e-commerce transaction, but many clients in the 1996-97 time frame did not use such vanity URLs.

1065. Since the URL links generated by the Digital River SSS would include the name of the client, or in some cases a "Site ID" (or "SID"), the Digital River SSS web server is able to automatically identify as the source page the one of the first web pages on which the link has been activated. [See, e.g., DR010603-668 (showing SID for client Miramar Systems, Inc.); DR020765 (showing Site ID for client Fore Front Group, Inc.); DR239966-67 (showing "SID" in URL of the Download Warehouse Software Store)].

1066. My opinion is further supported by my interview with Jim Pichler, who confirmed that the Digital River SSS would recognize clicks on links from specific dealer pages (host or first web pages).

1067. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that the outsource computer server would be able to identify the source page of the link that was clicked.

**Claim 19 - Element (b)(iii), "...automatically retrieve the stored data..."**

1068. Digital River SSS implemented and used the method of "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:...(iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page" as required by Element (b)(iii) of Claim 19.

1069. The Digital River SSS servers used pre-stored data associated with the affiliate's pages:

Flow chart depicting "Level 1" and stating that depicted ISV and Dealer pages "will actually be built 'on-the-fly' as users arrive from various ISV and Dealer web pages using database image and content values . . . The user will be presented with a page on the Digital River Server that is similar in feel to the ISV or Dealer page." [DR000007-12].

1070. My opinion is further supported by my discussion with Jim Pichler, who confirmed that the Digital River SSS retrieved data associated with the dealer (affiliate or host) pages from storage. Mr. Pichler explained how the Digital River SSS functioned and how the

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Tango application server communicated with the database server to retrieve the stored look and feel elements and generate a web page using those elements. Finally, numerous Digital River documents also support my opinion that the Digital River SSS comprised a computer processor coupled to a data store that served a composite web page with look and feel elements retrieved from a data store. [See, e.g., Digital River – The Technical Concept, DR006197-6199; Tango Reference Manual, DR036322-467; The Digital River Internet Ordering System (StoryBoard Overview), DR000117-121].

1071. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced above, that Digital River was storing information to be used for compiling web pages later.

**Claim 19 - Element (b)(iv), "...transmit to the web browser a second web page..."**

1072. Digital River SSS implemented and used the method of "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:...(iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays: (A) information associated with the commerce object associated with the link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source page" as required by Element (b)(iv) of Claim 19.

1073. Digital River SSS was a system that served e-commerce pages with a look and feel that matched the host website's look and feel:

"After clicking on the "Buy Button", the end-user is transferred to a Web store hosted on Digital River's commerce network server ("CNS"), which replicates the look and feel of the client Web site." [DR037478- DR037479].

"**Extending your selling environment** Better yet, the entire transaction takes place in the selling environment you've created, surrounded by the look and feel of your identity, with your products presented the way you want them presented, with no competition. Your customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There's no sensation of being suddenly hustled off to another location. Your customers won't end up at some foreign-looking page where they have to hunt to find your product."

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*Digital River – Secure Encrypted Software Distribution*,  
<http://web.archive.org/web/19971221024519/digitalriver.com/Page3.html>; [DR000003-4] (emphasis original).

1074. The page served to the visitor computer in response to activation of the link would have content associated with commerce objects:

"**Consistent Look and Feel between Store and Home Site** Customers will have the ability to click a 'buy button' from any number of places within www.ea.com and will be linked to a complete store, or a specific product detail page."  
*Digital River Proposal Summary*, April 29, 1998; [DR000066-72] (emphasis original)

1075. A person of ordinary skill in the art would understand, from a review of the document(s) referenced above, that the Digital River SSS provided web pages to the visitor's browser that contained a commerce object associated with the link that has been activated, as well as a plurality of visually perceptible elements visually corresponding to the source page.

1076. Moreover, I have personally inspected the restored Digital River SSS and confirmed that it did, in fact, serve e-commerce supported pages containing commerce objects and the plurality of visually perceptible elements corresponding to the source, or host/dealer/affiliate, page. The restored system is capable of serving web pages for at least five Digital River clients, including web storefronts for DTP Direct, Bitstream, Casady and Greene, Digital Frontiers, and Miramar Systems. My opinion is further supported by my conversation with Mr. Pichler, who stated that the restored Digital River SSS functions today as it did back in 1996, when he constructed the system.

1077. Since the home pages of at least some of the 1996 Digital River clients are still available for viewing via [www.archive.org](http://www.archive.org), it is possible to compare the visually perceptible elements of the host web pages to the visually perceptible elements of the corresponding pages served by the Digital River SSS server.

1078. Additional citations supporting my conclusions regarding the disclosure of the Asserted Claims of the '399 Patent in Digital River SSS, and the other anticipating prior art, is provided in the relevant claim charts.

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**D. The Asserted Claims of the '399 Patent are Invalid Over Travelocity Co-Branding**

**I. Claim 1**

1079. The Travelocity Co-Branding prior art system included each and every element of Claim 1.

**Claim 1 - Preamble**

1080. Travelocity Co-Branding implemented and used the method of "A method of an outsource provider serving web pages offering commercial opportunities" as required by the preamble to Claim 1.

1081. The Travelocity Co-Branding service was an outsource e-commerce provider:

"C. Yahoo! and SI wish to provide Yahoo! users with travel booking services by distributing SI's booking engine on the Yahoo! Site and to advertise and promote SI's interactive Internet travel services, all in accordance with the terms and conditions of this Agreement." Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.

1082. My opinion is supported by my interview with Barry Vandevier, who stated that Travelocity provided e-commerce outsource services for the travel industry to sites including Yahoo!, CompuServe, EarthLink, 7UP, Budget Rent A Car, SpryNet, and many others.

1083. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that Travelocity Co-Branding was an e-commerce outsource provider.

**Claim 1 - Element (a), the "...in response to activation..." limitation**

1084. Travelocity Co-Branding implemented and used the method of "automatically at a server of the outsource provider, in response to activation, by a web browser of a computer user, of a link displayed by one of a plurality of first web pages, recognizing as the source page the one of the first web pages on which the link has been activated" as required by Element (a) of Claim 1.

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1085. Travelocity Co-Branding pages on affiliate sites would link to the Travelocity server:

"Purpose: To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."  
Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.

1086. My opinion is supported by my interview with Barry Vandevier, who stated that the Travelocity server would recognize the activation of links on a partner ("affiliate" or "host") site due to the use of a "service tag" or affiliate ID. Furthermore, Mr. Vandevier stated that partner sites could "deep link" into the Travelocity site, that is provide multiple links from various pages on the partner site to various travel products on the Travelocity site.

1087. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that the Travelocity server would be able to recognize when visitors click to the Travelocity pages from links on affiliate pages.

**Claim 1 - Element (a)(i), "...plurality of web page owners..."**

1088. Travelocity Co-Branding implemented and used the method of "wherein each of the first web pages belongs to one of a plurality of web page owners" as required by Element (a)(i) of Claim 1.

1089. The Travelocity Co-Branding service had multiple affiliates:

(Co-branding agreement between SI and Japan Airlines Company, Ltd.);  
[DFNDT0000373-387]  
(Japan Airlines Travel Booking Engine, Scope Definition); [DFNDT0000350-372]  
(SI Interactive Product Requirements, Netscape Netcenter Marketplace Travel);  
[DFNDT0000347-349]

1090. My opinion is supported by my interview with Barry Vandevier, who stated that Travelocity had many partner ("affiliates" or "host") sites, including Yahoo!, Compuserve, EarthLink, Budget Rent A Car, SpyNet, and 7UP.

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1091. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that multiple web page owners linked to the Travelocity server.

**Claim 1 - Element (a)(ii), "...plurality of merchants..."**

1092. Travelocity Co-Branding implemented and used the method of "wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants" as required by Element (a)(ii) of Claim 1.

1093. The Travelocity Co-Branding service worked with commerce objects provided by multiple merchants:

"2 User Interface and Site Functionality  
The following functionality will remain available to the Yahoo! booking engine. - 3 Best Itineraries  
- Flights & Prices -Cars - Hotels  
- Existing Reservations - Make Changes including Buy Now  
\* \* \* The Yahoo! Travel main travel page will consist of an air, car, and hotel express user interface. In addition, the interface will have links to more comprehensive request pages (ftrqst.pgd, fprqst.pgd, htrqst.pgd, and crqst.pgd)." Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000423-428.

1094. My opinion is supported by my interview with Barry Vandevier, who stated that partner sites could "deep link" into the Travelocity site, that is provide multiple links from various pages on the partner site to various travel products on the Travelocity site, such as products provided by a variety of different vendors, including airlines, hotels, and car-rental companies. One skilled in the art would understand that these travel products were commerce objects.

1095. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that Travelocity offered commerce objects representing buying opportunities from a plurality of merchants.

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**Claim 1 - Element (a)(iii), "...are each third parties..."**

1096. Travelocity Co-Branding implemented and used the method of "wherein the selected merchant, the outsource provider, and the owner of the first web page are each third parties with respect to one other" as required by Element (a)(iii) of Claim 1.

1097. The Travelocity Co-Branding service was a three-party system:

"Purpose: To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."  
Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.

1098. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the affiliate, Travelocity, and the merchants providing travel services are third parties with respect to each other.

**Claim 1 - Element (b), "...automatically retrieving..."**

1099. Travelocity Co-Branding implemented and used the method of "automatically retrieving from a storage coupled to the server pre-stored data associated with the source page" as required by Element (b) of Claim 1.

1100. The Travelocity Co-Branding server was storing data associated with the source page:

"Several Travelocity pages (fprqst, fpdsp1, fpdsp2, fpprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar. 1. All references to Travelocity within the above pages will be modified to reflect Yahoo! Travel."  
Yahoo! Travel Build your own itinerary, last modified on March 24, 1998. See DFNDT000429-432.

1101. My opinion is supported by my interview with Barry Vandevier, who stated that the Travelocity server would serve pages that were associated with the partner ("affiliate" or "host") sites, including saved look and feel elements that matched the partner sites' pages.

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1102. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that Travelocity stored information required for co-branding of pages associated with the affiliate's source page.

**Claim 1 - Element (c)(i), "...associated with the commerce object..."**

1103. Travelocity Co-Branding implemented and used the method of "automatically with the server computer-generating and transmitting to the web browser a second web page that includes (i) information associated with the commerce object associated with the link that has been activated" as required by Element (c)(i) of Claim 1.

1104. The Travelocity Co-Branding outsource server placed commerce objects on the served pages:

See 572 13b. "2.2 Co-Branded Pages. SI shall create and serve a series of co-branded pages that guide Yahoo! Site users through the booking process for the Travel Services, at a minimum (the "Co-Branded Pages"). The Co-Branded Pages shall include all pages through the first page containing a price quotation for travel-related services, but shall not include any pages in payment process."  
Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.

1105. My opinion is supported by my interview with Barry Vandevier, who stated that partner sites could "deep link" into the Travelocity site, that is provide multiple links from various pages on the partner site to various travel products on the Travelocity site, and the Travelocity server would respond with a page containing information about the appropriate travel product.

1106. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that when a visitor clicked on a link on the first web page, a page containing an associated commerce object would be presented.

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**Claim 1 - Element (c)(ii), "...a plurality of visually perceptible elements..."**

1107. Travelocity Co-Branding implemented and used the method of "automatically with the server computer-generating and transmitting to the web browser a second web page that includes (ii) a plurality of visually perceptible elements derived from the retrieved pre-stored data and visually corresponding to the source page" as required by Element (c)(ii) of Claim 1.

1108. The Travelocity Co-Branding outsource served pages containing visual elements related to the source page:

"(b) User Interface. The Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! across Yahoo!'s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! Shall have the right reasonably to approve the final design of all Co-Branded Pages. Any material changes to the Co-Branded Pages thereafter shall be made upon the mutual agreement of the parties. Yahoo! shall assign one individual to work with SI to ensure that the Co-Branded Pages satisfy Yahoo!'s requirements." Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.

1109. My opinion is supported by my interview with Barry Vandevier, who stated that Travelocity did its best to capture and match the look and feel of their partner ("affiliate" or "host") sites in order to "keep a common user experience between the partner site and our [Travelocity's] site." Thus the web pages served by the Travelocity server would contain various elements taken from the partner site, including navigation bars, logos, buttons, drop-down boxes, links back to the partner site, tags calling ads from the partner ad server, other graphical elements, and elements defined in HTML at the top and bottom of the page.

1110. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that Travelocity would store visual elements corresponding to the source page and use them for the pages presented to visitors.

**2. Claim 3**

1111. The Travelocity Co-Branding prior art system included each and every element of Claim 3.

1112. Travelocity Co-Branding implemented and used "The method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page" as required by Claim 3.

1113. Links would be placed on the Travelocity Co-Branding pages back to the source pages:

"2.3 Modify the toolbars to be Yahoo! specific. The rainbow toolbar bar.gif will be modified similar to the Travelocity Highlights toolbar (i.e. CompuServe). This will require template modifications in bar.cti, givmodl.cti, and givmodl.pgd. The modifications will only consist of URL changes back to the Yahoo! site or to existing functionality in Travel Reservations. The gray toolbars gtrool1.gif, gtrool2.gif, and gtrool3.gif, will be modified only to change the 'Travelocity Home' option to point to a Yahoo! Travel page. This will be a graphics modification and URL modification only." Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413-422.

1114. My opinion is supported by my interview with Barry Vandevier, who stated that the pages served by the Travelocity server would include navigational links back to the partner ("affiliate" or "host") sites. The final page in the booking process would include one or more links back to the partner site, but other navigation links would be incorporated into the served pages also; as an example, the Yahoo! pages served by the Travelocity server included the Yahoo! navigation bar taken from the Yahoo! site, which navigation bar contained multiple links to various pages on the Yahoo! site.

1115. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that the visual elements would include navigational links from the source pages.

**3. Claim 7**

1116. The Travelocity Co-Branding prior art system included each and every element of Claim 7.

1117. Travelocity Co-Branding implemented and used the method of "The method of claim 1 wherein the commerce object associated with the link that has been activated comprises information defining an electronic catalog having a multitude of merchant offerings, and wherein the second web page contains one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog" as required by Claim 7.

1118. The Travelocity Co-Branding outsource server would provide pages with commerce objects containing links to various categories and subsets of products:

"The Yahoo! travel page will include a flight express path. Modify the Travelocity entry point to accept the following parameters:

- Number of passengers
- Leaving from / going to cities
- Departure date/ departure time
- Return date / return time

The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:

- Pick-up city
- Pick-up date / pick-up time
- Return date / return time
- Number of travelers
- Type of car

The Yahoo! travel page will include a cars (sic) express path. Modify the Travelocity entry point to accept the following parameters:

- Check-in city
- Check-in / check-out dates
- Number of travelers
- Number of rooms"

Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413-422.

1119. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that Travelocity provided commerce objects

representing various categories of products, and that links to additional second web pages would lead to a subset of the information.

**4. Claim 19**

1120. The Travelocity Co-Branding prior art system included each and every element of Claim 19.

**Claim 19 - Preamble**

1121. Travelocity Co-Branding implemented and used the method of "A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising" as required by the preamble to Claim 19.

1122. Travelocity Co-Branding was an outsource e-commerce provider providing commercial opportunities:

C. Yahoo! and SI wish to provide Yahoo! users with travel booking services by distributing SI's booking engine on the Yahoo! Site and to advertise and promote SI's interactive Internet travel services, all in accordance with the terms and conditions of this Agreement." Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.

1123. My opinion is supported by my interview with Barry Vandevier, who stated that Travelocity provided e-commerce outsource services for the travel industry to sites including Yahoo!, CompuServe, EarthLink, 7UP, Budget Rent A Car, SpyNet, and many others.

1124. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that Travelocity Co-Branding was an e-commerce outsource provider, serving web pages that would contain commercial opportunities.

**Claim 19 - Element (a), the "...visually perceptible elements..." limitation**

1125. Travelocity Co-Branding implemented and used the method of "a computer store containing data, for each of a plurality of first web pages, defining a plurality of visual

perceptible elements, which visually perceptible elements correspond to the plurality of first web pages" as required by Element (a) of Claim 19.

1126. The Travelocity Co-Branding server would store data with visual elements:

"(b) User Interface. The Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! across Yahoo!'s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! Shall have the right reasonably to approve the final design of all Co-Branded Pages. Any material changes to the Co-Branded Pages thereafter shall be made upon the mutual agreement of the parties. Yahoo! shall assign one individual to work with SI to ensure that the Co-Branded Pages satisfy Yahoo!'s requirements." Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.

1127. My opinion is supported by my interview with Barry Vandevier, who stated that Travelocity did its best to capture and match the look and feel of their partner ("affiliate" or "host") sites in order to "keep a common user experience between the partner site and our [Travelocity's] site." Thus the web pages served by the Travelocity server would contain various elements taken from the partner site, including navigation bars, logos, buttons, drop-down boxes, links back to the partner site, tags calling ads from the partner ad server, other graphical elements, and elements defined in HTML at the top and bottom of the page.

1128. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that Travelocity would store visual elements corresponding to the source page.

**Claim 19 - Element (a)(i), "...plurality of web page owners..."**

1129. Travelocity Co-Branding implemented and used the method of "wherein each of the first web pages belongs to one of a plurality of web page owners" as required by Element (a)(i) of Claim 19.

1130. Travelocity Co-Branding had were multiple affiliates:

(Co-branding agreement between SI and Japan Airlines Company, Ltd.);  
[DFNDT0000373-387]  
(Japan Airlines Travel Booking Engine, Scope Definition); [DFNDT0000350-372]

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(SI Interactive Product Requirements, Netscape Netcenter Marketplace Travel);  
[DFNDT0000347-349]

1131. My opinion is supported by my interview with Barry Vandevier, who stated that Travelocity provided e-commerce outsource services for the travel industry to sites including Yahoo!, Compuserve, EarthLink, 7UP, Budget Rent A Car, SpryNet, and many others.

1132. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that multiple web page owners linked to the Travelocity server.

**Claim 19 - Element (a)(ii), "...plurality of merchants..."**

1133. Travelocity Co-Branding implemented and used the method of "wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants" as required by Element (a)(ii) of Claim 19.

1134. The Travelocity Co-Branding outsource server presented commerce objects representing products from multiple merchants:

"2 User Interface and Site Functionality  
The following functionality will remain available to the Yahoo! booking engine. - 3 Best Itineraries  
- Flights & Prices -Cars - Hotels  
- Existing Reservations - Make Changes including Buy Now  
\*\*\* The Yahoo! Travel main travel page will consist of an air, car, and hotel express user interface. In addition, the interface will have links to more comprehensive request pages (ffrqst.pgd, fprqst.pgd, htrqst.pgd, and crqst.pgd)." Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000423-428.

1135. My opinion is supported by my interview with Barry Vandevier, who stated that partner sites could "deep link" into the Travelocity site, that is provide multiple links from various pages on the partner site to various travel products on the Travelocity site, such as products provided by a variety of different vendors, including airlines, hotels, and car-rental

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companies. One skilled in the art would understand that these travel products were commerce objects.

1136. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that Travelocity offered commerce objects representing buying opportunities from a plurality of merchants.

**Claim 19 - Element (a)(iii), "...are third parties..."**

1137. Travelocity Co-Branding implemented and used the method of "wherein the selected merchant, the outsource provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other" as required by Element (a)(iii) of Claim 19.

1138. Travelocity Co-Branding was a three-party system:

"Purpose: To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."  
Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.

1139. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the affiliate, Travelocity, and the merchants providing travel services are third parties with respect to each other.

**Claim 19 - Element (b)(i), "...a signal indicating activation..."**

1140. Travelocity Co-Branding implemented and used the method of "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:...(i) receive from the web browser of a computer user a signal indicating activation of one of the links displayed by one of the first web pages" as required by Element (b)(i) of Claim 19.

1141. Web pages would be served from the outsource server in response to clicks on links in the first web page:

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"Purpose: To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."  
Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.

1142. My opinion is supported by my interview with Barry Vandevier, who stated that the Travelocity server would recognize the activation of links on a partner ("affiliate" or "host") site due to the use of a "service tag" or affiliate ID.

1143. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, links pointing to the server were placed into the first web pages, and of course, as is the nature of the web, the server would receive a signal when the link was clicked.

**Claim 19 - Element (b)(ii), "...automatically identify as the source page..."**

1144. Travelocity Co-Branding implemented and used the method of "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:...(ii) automatically identify as the source page the one of the first web pages on which the link has been activated" as required by Element (b)(ii) of Claim 19.

1145. Travelocity Co-Branding web pages would be served from the outsource server in response to clicks on links in the first web page, and the server recognized where the clicks are coming from:

"Purpose: To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."  
Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.

1146. My opinion is supported by my interview with Barry Vandevier, who stated that the Travelocity server would recognize the activation of links on a partner ("affiliate" or "host") site due to the use of a "service tag" or affiliate ID.

1147. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that the Travelocity server

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would be able to recognize when visitors arrive on the Travelocity pages from links on affiliate pages.

**Claim 19 - Element (b)(iii), "...automatically retrieve the stored data..."**

1148. Travelocity Co-Branding implemented and used the method of "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:...(iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page" as required by Element (b)(iii) of Claim 19.

1149. The Travelocity server was storing data associated with the source page:

"Several Travelocity pages (fprqst, fpdsp1, fpdsp2, fpprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar. 1. All references to Travelocity within the above pages will be modified to reflect Yahoo! Travel."  
Yahoo! Travel Build your own itinerary, last modified on March 24, 1998. See DFNDT000429-432.

1150. My opinion is supported by my interview with Barry Vandevier, who stated that the Travelocity server used "service tags or affiliate IDs to identify the partner ("affiliate" or "host") site from which a visitor arrived, then serve the appropriate pages. These pages would be compiled using data, such as look and feel data, from the partner site.

1151. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that Travelocity stored information related to the source page and retrieved it when responding with a second page.

**Claim 19 - Element (b)(iv), "...transmit to the web browser a second web page..."**

1152. Travelocity Co-Branding implemented and used the method of "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:...(iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays: (A) information associated with the commerce object associated with the link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source page" as required by Element (b)(iv) of Claim 19.

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1153. The Travelocity Co-Branding outsource server would use the stored data to create a page that can be transmitted to the user, containing both information associated with an associated commerce object, and visual elements related to the source page:

"(b) User Interface. The Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! across Yahoo!'s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! Shall have the right reasonably to approve the final design of all Co-Branded Pages. Any material changes to the Co-Branded Pages thereafter shall be made upon the mutual agreement of the parties. Yahoo! shall assign one individual to work with SI to ensure that the Co-Branded Pages satisfy Yahoo!'s requirements." Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.

1154. My opinion is supported by my interview with Barry Vandevier, who stated that when serving pages to visitors from partner ("affiliate" or "host") sites the Travelocity server would provide both information about the requested travel products, such as hotels, airlines, and car rentals, and a look and feel from the partner site that was intended to "keep a common user experience between the partner site and our [Travelocity's] site."

1155. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the two previous paragraphs, that the server would generate pages using the commerce object and visual elements associated with the source page.

1156. Additional citations supporting my conclusions regarding the disclosure of the Asserted Claims of the '399 Patent in Travelocity Co-Branding, and the other anticipating prior art, is provided in the relevant claim charts.

**E. The Asserted Claims of the '399 Patent are Invalid Over Tobin**

**I. Claim 1**

1157. Tobin '666 discloses each and every element of Claim 1.

**Claim 1 - Preamble**

1158. Tobin '666 discloses "A method of an outsource provider serving web pages offering commercial opportunities" as required by the preamble to Claim 1.

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1159. Tobin '666 discloses an outsource e-commerce provider:

"Although the present invention can be used in many applications which can utilize customization marketing tools unique to client/server communications across variety of communication network structures, the present invention is described in its application to PC Flowers & Gifts, an Internet site providing floral and gift services through Web site pages which are dynamically customized to the requirements of other Internet sites referring clients, e.g., consumers, to the PC Flowers & Gifts Web site pages." Column 5, lines 3-11.

1160. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that Tobin '666 describes an e-commerce outsourcing system.

**Claim 1 - Element (a), the "...in response to activation..." limitation**

1161. Tobin '666 discloses "automatically at a server of the outsource provider, in response to activation, by a web browser of a computer user, of a link displayed by one of a plurality of first web pages, recognizing as the source page the one of the first web pages on which the link has been activated" as required by Element (a) of Claim 1.

1162. Tobin '666 discloses that pages on affiliate sites would link to the server:

"A hypertext link 11A1 provides a jump to a Web site page 11B0, shown in FIG. 11B, which provides shopping opportunities to the client. The Web site page 11B0 contains hypertext links, 11B2, 11B3, and 11B4, which provide jumps to Web site pages, related to the PC Flowers and Gifts marketing program for floral and gift services, which are co-branded with the participating Web site partner, in this instance Pathfinder." Column 9, lines 7-14.

1163. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the server would be able to recognize when visitors click to the server pages from links on affiliate pages.

**Claim 1 - Element (a)(i), "...plurality of web page owners..."**

1164. Tobin '666 discloses "wherein each of the first web pages belongs to one of a plurality of web page owners" as required by Element (a)(i) of Claim 1.

1165. Tobin '666 discloses that multiple affiliates could work with the service:

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"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.

1166. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that multiple web page owners linked to the server.

**Claim 1 - Element (a)(ii), "...plurality of merchants..."**

1167. Tobin '666 discloses "wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants" as required by Element (a)(ii) of Claim 1.

1168. Tobin '666 discloses a system in which commerce objects representing products from multiple merchants are represented: the selected merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A).

"A vendor is given a number between 02 and 99. This number identifies the vendor throughout the system and is included in the naming of the vendor database, the vendor FTP and Netscape id's and the location of the vendor files off of the document root to name a few things" Column 15, lines 22 - 26

1169. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the server offered commerce objects representing buying opportunities from a plurality of merchants.

**Claim 1 - Element (a)(iii), "...are each third parties..."**

1170. Tobin '666 discloses "wherein the selected merchant, the outsource provider, and the owner of the first web page are each third parties with respect to one other" as required by Element (a)(iii) of Claim 1.

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1171. Tobin '666 discloses that there are three parties involved. The owner of the first web page is the owner of a participating Web site (e.g., Homearts in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B). The outsource provider is PC Flower & Gifts. The selected merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A).

"Accordingly, the present invention will be described in its application to the PC Flowers & Gifts Internet based marketing program whereby participating Internet Service providers or Web sites display PC Flowers & Gifts Web site pages customized to the requirements of the participating Internet Service provider or Web site." Column 5, lines 12-17.

1172. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the affiliate, the outsource provider, and the merchants are third parties with respect to each other.

**Claim 1 - Element (b), "...automatically retrieving..."**

1173. Tobin '666 discloses "automatically retrieving from a storage coupled to the server pre-stored data associated with the source page" as required by Element (b) of Claim 1.

1174. Tobin '666 discloses that the outsource server stores data associated with the source page.

"The system also includes a database responsive to the server which dynamically retrieves data stored on the system, in accordance with stored requirements which define the customization for the particular class of clients, to provide customized content on HTML documents. Lastly, the system includes a processing subsystem for manipulating the server and database software tools in response to the HTML tagged requests from the client." Column 2, line 54 through column 3, line 2.

1175. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the outsource server stored information required for co-branding of pages associated with the affiliate's source page.

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**Claim 1 - Element (c)(i), "...associated with the commerce object..."**

1176. Tobin '666 discloses "automatically with the server computer-generating and transmitting to the web browser a second web page that includes (i) information associated with the commerce object associated with the link that has been activated" as required by Element (c)(i) of Claim 1.

1177. Tobin '666 discloses that commerce objects would be included on the pages. The web browser is served a second page with information associated with the commerce object associated with the link that has been activated. For example, link 21B1 on the host website shown in FIG. 21B links to the website shown in FIG. 21C. The website shown in FIG. 21C includes the selected commerce object (e.g., an electronic catalog of links to product categories (e.g., links 103-106)) sold at the HomeArts Flower & Gifts website).

1178. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that when a visitor clicked on a link on the first web page, a page containing an associated commerce object would be presented.

**Claim 1 - Element (c)(ii), "...a plurality of visually perceptible elements..."**

1179. Tobin '666 discloses "automatically with the server computer-generating and transmitting to the web browser a second web page that includes (ii) a plurality of visually perceptible elements derived from the retrieved pre-stored data and visually corresponding to the source page" as required by Element (c)(ii) of Claim 1.

1180. Tobin '666 discloses that visual elements related to the source page were used:

"The PC Flowers & Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers & Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.

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1181. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the server would store visual elements corresponding to the source page and use them for the pages presented to visitors.

**2. Claim 3**

1182. Tobin '666 discloses each and every element of Claim 3.

1183. Tobin '666 discloses "The method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page" as required by Claim 3.

1184. Tobin '666 discloses that links would be placed on the server pages back to the source pages:

"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.

1185. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the visual elements would include navigational links from the source pages.

**3. Claim 7**

1186. Tobin '666 discloses each and every element of Claim 7.

1187. Tobin '666 discloses "The method of claim 1 wherein the commerce object associated with the link that has been activated comprises information defining an electronic catalog having a multitude of merchant offerings, and wherein the second web page contains one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog" as required by Claim 7.

1188. Tobin '666 discloses that the server would provide pages with commerce objects representing categories and subsets of products:

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"Referring now to FIG. 4 there is shown a PC Flowers & Gifts Web site page 400, denoted as "shop by category", accessible via a hypertext link 109 from the home page Web site 100 depicted in FIG. 1. The distinguishing content on this Web site page 400 is that the category image map 401 includes hypertext links 402-408 which provide jumps to Web site pages indicated, respectively, as "flowers", "plants", "balloons", "Hickory Farms gourmet foods", "bears by Russ", and "greeting cards on-line." Column 7, lines 55-63.

1189. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the server provided various commerce objects representing categories of products, and that additional second web pages would contain a subset of the information.

**4. Claim 19**

1190. Tobin '666 discloses each and every element of Claim 19.

**Claim 19 - Preamble**

1191. Tobin '666 discloses "A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising" as required by the preamble to Claim 19.

1192. Tobin '666 discloses an outsource e-commerce provider providing commercial opportunities:

"Although the present invention can be used in many applications which can utilize customization marketing tools unique to client/server communications across variety of communication network structures, the present invention is described in its application to PC Flowers & Gifts, an Internet site providing floral and gift services through Web site pages which are dynamically customized to the requirements of other Internet sites referring clients, e.g., consumers, to the PC Flowers & Gifts Web site pages." Column 5, lines 3-11.

1193. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the server was an e-commerce outsource provider, serving web pages that would contain commercial opportunities.

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**Claim 19 - Element (a), the "...visually perceptible elements..." limitation**

1194. Tobin '666 discloses "a computer store containing data, for each of a plurality of first web pages, defining a plurality of visual perceptible elements, which visually perceptible elements correspond to the plurality of first web pages" as required by Element (a) of Claim 19.

1195. Tobin '666 discloses that the server would store data with visual elements:

"The PC Flowers & Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers & Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.

1196. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the server would store visual elements corresponding to the source page.

**Claim 19 - Element (a)(i), "...plurality of web page owners..."**

1197. Tobin '666 discloses "wherein each of the first web pages belongs to one of a plurality of web page owners" as required by Element (a)(i) of Claim 19.

1198. Tobin '666 discloses that multiple affiliates could work with the service:

"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.

1199. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, multiple web page owners linking to the server.

**Claim 19 - Element (a)(ii), "...plurality of merchants..."**

1200. Tobin '666 discloses "wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants" as required by Element (a)(ii) of Claim 19.

1201. Tobin '666 discloses a system in which commerce objects representing products from multiple merchants are represented: the selected merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A).

"A vendor is given a number between 02 and 99. This number identifies the vendor throughout the system and is included in the naming of the vendor database, the vendor FTP and Netscape id's and the location of the vendor files off of the document root to name a few things" Column 15, lines 22 - 26

1202. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the server offers commerce objects representing buying opportunities from a plurality of merchants.

**Claim 19 - Element (a)(iii), "...are third parties..."**

1203. Tobin '666 discloses "wherein the selected merchant, the outsource provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other" as required by Element (a)(iii) of Claim 19.

1204. Tobin '666 discloses that there are three parties involved. The owner of the first web page is the owner of a participating Web site (e.g., Homearts in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B). The outsource provider is PC Flower & Gifts. The selected merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 405 and

406), Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A).

"Accordingly, the present invention will be described in its application to the PC Flowers & Gifts Internet based marketing program whereby participating Internet Service providers or Web sites display PC Flowers & Gifts Web site pages customized to the requirements of the participating Internet Service provider or Web site." Column 5, lines 12-17.

1205. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the affiliate, the outsource provider, and the merchants providing products are third parties with respect to each other.

**Claim 19 - Element (b)(i), "...a signal indicating activation..."**

1206. Tobin '666 discloses "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:...(i) receive from the web browser of a computer user a signal indicating activation of one of the links displayed by one of the first web pages" as required by Element (b)(i) of Claim 19.

1207. Tobin '666 discloses that the web pages would be served from the outsource server in response to clicks on links in the first web page:

"A hypertext link 11A1 provides a jump to a Web site page 11B0, shown in FIG. 11B, which provides shopping opportunities to the client. The Web site page 11B0 contains hypertext links, 11B2, 11B3, and 11B4, which provide jumps to Web site pages, related to the PC Flowers and Gifts marketing program for floral and gift services, which are co-branded with the participating Web site partner, in this instance Pathfinder." Column 9, lines 7-14.

1208. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, links pointing to the server were placed into the first web pages, and of course, as is the nature of the web, the server would receive a signal when the link was clicked.

**Claim 19 - Element (b)(ii), "...automatically identify as the source page..."**

1209. Tobin '666 discloses "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:...(ii) automatically identify as the source page the one of the first web pages on which the link has been activated" as required by Element (b)(ii) of Claim 19.

1210. Tobin '666 discloses that the web pages would be served from the outsource server in response to clicks on links in the first web page, and that the server recognizes where the clicks are coming from:

"The system also includes a database responsive to the server which dynamically retrieves data stored on the system, in accordance with stored requirements which define the customization for the particular class of clients, to provide customized content on HTML documents. Lastly, the system includes a processing subsystem for manipulating the server and database software tools in response to the HTML tagged requests from the client." Column 2, line 54 through column 3, line 2.

1211. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the server would be able to recognize when visitors arrive on pages from links on affiliate pages.

**Claim 19 - Element (b)(iii), "...automatically retrieve the stored data..."**

1212. Tobin '666 discloses "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:...(iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page" as required by Element (b)(iii) of Claim 19.

1213. Tobin '666 discloses that the server was storing data associated with the source page:

"The system also includes a database responsive to the server which dynamically retrieves data stored on the system, in accordance with stored requirements which define the customization for the particular class of clients, to provide customized content on HTML documents. Lastly, the system includes a processing subsystem for manipulating the server and database software tools in response to the HTML tagged requests from the client." Column 2, line 54 through column 3, line 2.

1214. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the server stores information related to the source page and retrieves it when responding with a second page.

**Claim 19 - Element (b)(iv), "...transmit to the web browser a second web page..."**

1215. Tobin '666 discloses "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:...(iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays: (A) information associated with the commerce object associated with the link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source page" as required by Element (b)(iv) of Claim 19.

1216. Tobin '666 discloses that the server would use the stored data to create a page that can be transmitted to the user, containing both information associated with an associated commerce object, and visual elements related to the source page..

"The PC Flowers & Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers & Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.

1217. A person of ordinary skill in the art would understand, from a review of the document(s) referenced in the previous paragraph, that the server would generate pages using the commerce object and visual elements associated with the source page.

1218. Additional citations supporting my conclusions regarding the disclosure of the Asserted Claims of the '399 Patent in Tobin '666, and the other anticipating prior art, is provided in the relevant claim charts.

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**F. The Asserted Claims of the '399 Patent are Invalid Over TravelNow**

**1. Claim 1**

1219. The TravelNow prior art system included each and every element of Claim 1.

**Claim 1 - Preamble**

1220. TravelNow implemented and used "A method of an outsource provider serving web pages offering commercial opportunities" as required by the preamble to Claim 1.

1221. TravelNow was an outsource e-commerce provider:

"Basic link to TravelNow  
After signing up for the affiliate program you are assigned a unique URL to be used when linking to TravelNow. This allows TravelNow to track reservations coming from your site."  
See /ssjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

1222. My opinion is further supported by my discussion with Christopher Lynch, who stated that the TravelNow system served web pages containing information about travel products to visitors arriving from TravelNow affiliate sites.

1223. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous two paragraphs, that TravelNow was an e-commerce outsource provider.

**Claim 1 - Element (a), the "...in response to activation..." limitation**

1224. TravelNow implemented and used the method of "automatically at a server of the outsource provider, in response to activation, by a web browser of a computer user, of a link displayed by one of a plurality of first web pages, recognizing as the source page the one of the first web pages on which the link has been activated" as required by Element (a) of Claim 1.

1225. The TravelNow system included pages on affiliate sites linking to the TravelNow server; links on the affiliate sites used "clone ids" (affiliate ID) to identify the affiliate site from which clicks came:

<!--SELECTION-->  
<A HREF="http://www2.travelnow.com/affiliate/?cid=9999">

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<IMG SRC="http://www2.travelnow.com/noble/travelnow.gif"  
BORDER="0" alt="TravelNow Link Partner"></A>  
<!--SELECTION-->  
See /ssjs/affiliateinfo/signup/link copy test.html [HOT0000358]

1226. My opinion is further supported by my discussion with Christopher Lynch, who stated that the TravelNow system used "clone ids" (affiliate IDs) embedded into links on affiliate sites to identify from where clicks to the outsource server pages arrived.

1227. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous two paragraphs, that the TravelNow server would be able to recognize when visitors click to the TravelNow pages from links on affiliate pages.

**Claim 1 - Element (a)(i), "...plurality of web page owners..."**

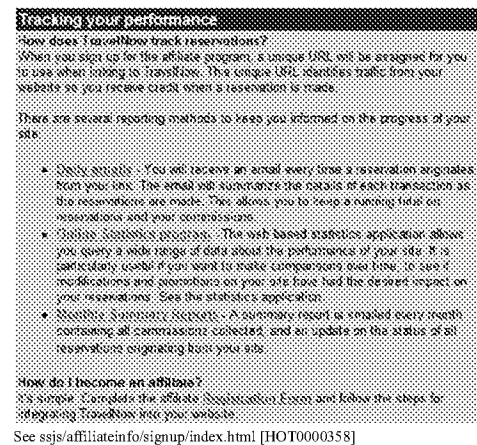
1228. TravelNow implemented and used the method of "wherein each of the first web pages belongs to one of a plurality of web page owners" as required by Element (a)(i) of Claim 1.

1229. TravelNow had multiple affiliates:

<!--SELECTION-->  
<A HREF="http://www2.travelnow.com/affiliate/?cid=9999">  
<IMG SRC="http://www2.travelnow.com/noble/travelnow.gif"  
BORDER="0" alt="TravelNow Link Partner"></A>  
<!--SELECTION-->  
See /ssjs/affiliateinfo/signup/link copy test.html [HOT0000358]

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1230. In addition, HOT0000281-282 provides a list of dozens of individual affiliates (i.e., "hosts"), such as the Japanese Translation Network (JTNW.com), Arizona Guide (ArizonaGuide.com), DenverNews.com Travel Site (DenverNews.com), and Reservations To Go (ReservationsToGo.com).

1231. My opinion is further supported by my discussion with Christopher Lynch, who stated that the TravelNow system worked with multiple affiliates (hosts) who linked to the TravelNow outsource server.

1232. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the three previous paragraphs, that multiple web page owners linked to the TravelNow server.

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**Claim 1 - Element (a)(ii), "...plurality of merchants..."**

1233. TravelNow implemented and used the method of "wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants" as required by Element (a)(ii) of Claim 1.

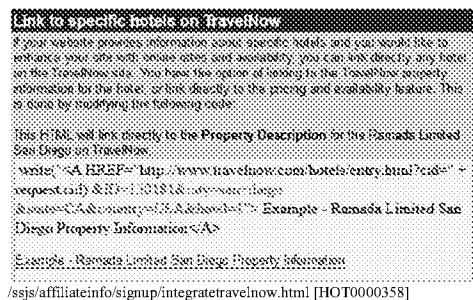
1234. TravelNow provided commerce objects representing travel products from multiple merchants:

**"Integrating TravelNow into your website"**

The following examples demonstrate the flexibility you have when integrating TravelNow into your website. By following these instructions you can have your affiliate program working today.

There are several integration examples depending on your preference.

1. Basic Link
2. Link to specific cities on TravelNow
3. Link to a specific hotel(s)
4. Adding a hotel search form to your site
5. Adding only Car Rentals
6. Adding only International Airfare Reservations"



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1235. The TravelNow system used a "clone ID" embedded into links to the outsource server to help identify the clone (affiliate) site from which the click was coming. For example: <A HREF="http://www2.travelnow.com/affiliate/?cid=9999">

1236. My opinion is further supported by my discussion with Christopher Lynch, who stated that the TravelNow system used "clone IDs" embedded into links on affiliate sites to identify where visitors were arriving from, and in response served pages containing information about travel products from a variety of different vendors.

1237. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous three paragraphs, that TravelNow offered commerce objects representing buying opportunities from a plurality of merchants.

**Claim 1 - Element (a)(iii), "...are each third parties..."**

1238. TravelNow implemented and used the method of "wherein the selected merchant, the outsource provider, and the owner of the first web page are each third parties with respect to one other" as required by Element (a)(iii) of Claim 1.

1239. TravelNow was a three-party system. The system disclosed commerce objects consisting of specific hotels. Before the TravelNow.com system was able to offer these hotels as part of the affiliate system, arrangements with the hotels were in place and data concerning the objects was stored at the TravelNow.com website:

- See HOT0000282-283, showing list of diverse host web pages
- See DFNDT000484, showing third party Red Roof Inns
- See DFNDT000486, showing third party Residence Inn
- See DFNDT000461, showing third party ThriftLodge
- See HOT0000358, showing third party Ramada Limited San Diego

1240. All of these hotel service providers are third parties with respect to TravelNow.com and the owner of the first web page (i.e., the host).

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1241. My opinion is further supported by my discussion with Christopher Lynch, who stated that the TravelNow was a three-party system combining affiliates, the TravelNow outsource service, and travel-product vendors such as hotels and airlines.

1242. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous three paragraphs, that the affiliate, TravelNow, and the merchants providing travel services are third parties with respect to each other.

**Claim 1 - Element (b), "...automatically retrieving..."**

1243. TravelNow implemented and used the method of "automatically retrieving from a storage coupled to the server pre-stored data associated with the source page" as required by Element (b) of Claim 1.

1244. The TravelNow server was storing data associated with the source page:

```

"Add a hotel search form to your site
This allows you to tap into the booking engine but maintain the design of your site. With a good integration, most users never realize they have left your site to make the travel reservations."
See /sjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

"var cloneTableBack = "#34208b"
var cloneTableColor = "#FFFFFF"
var cloneTableBody1 = "#F0F0F0"
var cloneTableBody2 = "#D7D7D7"
var cloneTableBorder = "0"

var clonebackground = ""
var clonebgcolor = "#FFFFFF"
var clonealink = ""
var clonevlink = ""
var clonehlink = ""
var clonehlink = ""
var clonetext = """
See /sjs/hotels/hotavail.html [HOT0000358]

```

1245. My opinion is further supported by my discussion with Christopher Lynch, who stated that the TravelNow server stored information for each affiliate, and used that information

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to customize the pages served by the outsource server. Information such as a header, background color, and table borders was saved for each affiliate independently.

1246. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous two paragraphs, that TravelNow stored information required for co-branding of pages associated with the affiliate's source page.

**Claim 1 - Element (c)(i), "...associated with the commerce object..."**

1247. TravelNow implemented and used the method of "automatically with the server computer-generating and transmitting to the web browser a second web page that includes (i) information associated with the commerce object associated with the link that has been activated" as required by Element (c)(i) of Claim 1.

1248. The TravelNow system had commerce objects included on the pages:

```

"If your website provides information on a particular city or group of cities, you can link directly to that city by modifying the following code:
write("<A HREF='\"http://www.travelnow.com/hotels/entry.html?cid=\" + request.cid + '&\" city=san-diego&state=CA&country=USA\">
Example - San Diego Hotels</A>
Example - San Diego Hotels
You will need to change the city=, state= and country= variables to the corresponding city, state, country you would like to link to. Use a "+" sign to join city names with more than one string (San+Diego).
It is very important that every link from your website to TravelNow includes your clientid in the URL so that the correct logos and page defaults for your site are displayed."
See /sjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

```

"There are several integration examples depending on your preference.

1. Basic Link
  2. Link to specific cities on TravelNow
  3. Link to a specific hotel(s)
  4. Adding a hotel search form to your site
  5. Adding only Car Rentals
  6. Adding only International Airfare Reservations"
- See /sjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

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1249. The TravelNow system used a "clone ID" embedded into links to the outsource server to help identify the clone (affiliate) site from which the click was coming. For example:

```
<A HREF="http://www2.travelnow.com/affiliate/?cid=9999">
```

1250. My opinion is further supported by my discussion with Christopher Lynch, who stated that the TravelNow system used a "clone ID" to identify from which particular affiliate clicks were coming, and served pages that contained information about travel products in response to those clicks.

1251. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous three paragraphs, that when a visitor clicked on a link on the first web page, a page containing an associated commerce object would be presented.

**Claim 1 - Element (c)(ii), "...a plurality of visually perceptible elements..."**

1252. TravelNow implemented and used the method of "automatically with the server computer-generating and transmitting to the web browser a second web page that includes (ii) a plurality of visually perceptible elements derived from the retrieved pre-stored data and visually corresponding to the source page" as required by Element (c)(ii) of Claim 1.

1253. The TravelNow system used visual elements from the source web page in the second web page. TravelNow stored information about visual elements in programming variables that were used when pages on the outsource server were created. The text below shows variables from /ssjs/hotels/hotavail.html [HOT0000358]. For instance, clonealink would store the color used on the clone (affiliate) pages for links when they are "active" (that is, when the mouse pointer is over them); clonevlink would store the color for links that have been used previously (visited links); clonebcolor would be used for the page background color, and so on:

```
"var cloneTableBack = "#34208b"  
var cloneTableColor = "#FFFFFF"  
var cloneTableBody1 = "#F0F0F0"  
var cloneTableBody2 = "#D7D7D7"  
var cloneTableBorder = "0"
```

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```
var clonebackground = ""  
var clonebgcolor = "#FFFFFF"  
var clonealink = ""  
var clonevlink = ""  
var clonelink = ""  
var clonetext = "" ""  
See /ssjs/hotels/hotavail.html [HOT0000358]
```

1254. My opinion is further supported by my discussion with Christopher Lynch, who stated that the TravelNow system stored information related to visual elements, including background color, a logo or header banner, and table borders, and used that information to match the served pages to the host pages from where visitors arrived.

1255. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous two paragraphs, that TravelNow would store visual elements corresponding to the source page and use them for the pages presented to visitors.

**2. Claim 3**

1256. The TravelNow prior art system included each and every element of Claim 3.

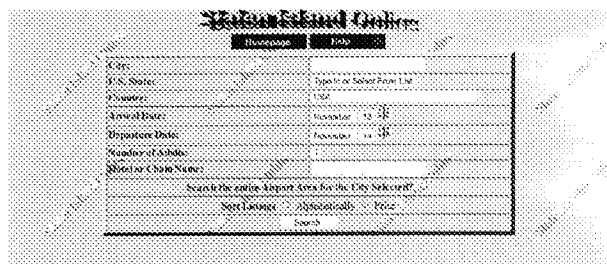
1257. TravelNow implemented and used the method of "The method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page" as required by Claim 3.

1258. Links would be placed on the TravelNow pages provided by the outsource server back to the source pages. The TravelNow system stored look and feel information in programming variables. One piece of information was "clonehomeurl" (see /ssjs/hotels/hotavail.html [HOT0000358]), a variable in which the URL of the host website was stored, so that a link could be placed, on the pages served by the outsource server, back to the affiliate (host) site. These links would be placed on the Homepage button and the affiliate logo at the top of the page.

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1259. The image shown below is archived at <http://web.archive.org/web/19991113061311/http://www2.travelnow.com/s/?clientid=195> [DFNDT0005714], and shows both a Homepage button and a link on the Staten Island Online logo at the top of the page. These links point to <http://www.statenislandonline.com/>, the home page of the StatenIslandOnline.com affiliate:



1260. My opinion is further supported by my discussion with Christopher Lynch, who stated that the TravelNow system used the clonehomeurl variable to place a link back to the affiliate site on the served pages.

1261. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous two paragraphs, that the TravelNow system provided navigational links back to the host website.

**The Limitation is Obvious Over TravelNow in View of the SexToy Prior Art**

1262. However, to the extent that a "includes a set of navigational links on the source page" is argued or found to be not adequately disclosed in TravelNow, it would have been obvious to one of ordinary skill in the art to combine the teachings of TravelNow with the teachings of the SexToy prior art, which clearly discloses presenting to visitors multiple navigational links back to the host site.

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1263. SexToy implemented and used "The method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page."

1264. Accordingly, when confronted with the problem of presenting multiple navigational links back to the host site to site visitors, one of ordinary skill in the art would have been motivated to consider the technique taught by SexToy, and to combine such teachings with the teachings of TravelNow to arrive at the alleged invention recited in Claim 3.

1265. This motivation would have existed at least because, at the time of the priority date for the asserted patents, the integration of affiliate site and outsource servers was becoming more common and more competitive, so it was in the interest of an outsource provider to provide affiliates with more sophisticated features. David Levine testified that as soon as he began working with affiliates in 1996, there was a demand for the ability to customize the affiliate pages served by the outsource server, to match their host sites' look and feel, and that he felt that such customization was a "selling feature of the program." [Levine, Tr., 39:18 - 41:2] Levine also testified that he "advertised or marketed to the fact that you could put links back to your site, to other sites, images, banners, whatever you want." [Levine, Tr., 35:14 - 35:19]

1266. Furthermore, the concept of multiple links on web pages was very well established by 1998; in fact, multiple linking between pages dates to the very beginning of the World Wide Web in August of 1991. Indeed the very purpose of the World Wide Web was to provide for links between documents so that viewers could quickly and easily move from one document to another. There was never any limitation on the number of links on a page.

1267. As such, it is my opinion that Claim 3 is obvious over the combination of the TravelNow prior art and the SexToy prior art.

**The Limitation is Obvious Over TravelNow in View of the Tobin '666 Prior Art**

1268. In addition, the Tobin '666 reference clearly discloses "includes a set of navigational links on the source page," as required by Claim 3.

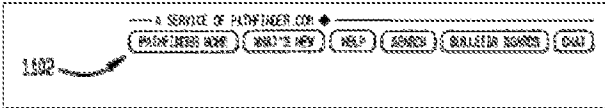
1269. As explained in Tobin '666 with respect to Fig. 11C:

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"In addition, the client's familiarity with the marketing partner's brand is reinforced through the retention of the marketing partner's navigational features via the hypertext link grouping 1102. The modified header 1116 with the pathfinder co-brand 1116' is shown on Web site pages 1200, 1300, 1400, 1500, 1600, 1700, 1800, 1900 and 2000. In addition, the navigational features 1102 of the marketing partner is utilized on Web site pages 1800 and 1900." [Tobin, '666 at 9:22-30]

1270. A person of ordinary skill would understand that Fig. 11C illustrates a webpage 1100, with look and feel elements including a set of navigational links to a specific page of the first website (i.e. - the "pathfinder.com" website.) The bottom portion of Fig. 11C is reproduced below:



1271. As shown above, the navigational features 1102 included separate links to specific pages of the first website, i.e. "pathfinder home," "what's new," "help," "search," "bulletin boards" and "chat."

1272. It would be obvious to combine the TravelNow e-commerce outsourcing system with the multiple navigational links feature disclosed in Tobin '666. Implementing such an improvement would have been easily within the abilities of a person of ordinary skill in 1998. Moreover, a person of ordinary skill would have been motivated to combine these references, because the addition of multiple links back to the first website would have been one of a small number of obvious solutions to the problem of enabling a consumer to easily navigate from a shopping page back to other related pages of interest on the referring website.

1273. As such, it is my opinion that Claim 3 is obvious over the combination of the TravelNow prior art and the Tobin prior art.

3. Claim 7

1274. The TravelNow prior art system included each and every element of Claim 7.

1275. TravelNow implemented and used the method of "The method of claim 1 wherein the commerce object associated with the link that has been activated comprises information defining an electronic catalog having a multitude of merchant offerings, and wherein the second web page contains one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog" as required by Claim 7.

1276. TravelNow would provide pages containing commerce objects that represented categories and subsets of products:

"If your website provides information on a particular city or group of cities, you can link directly to that city by modifying the following code:  
write("<A HREF="http://www.travelnow.com/hotels/entry.html?cid="+ request.cid + "&") city=san+diego&state=CA&country=USA">

Example - San Diego Hotels</A>  
Example - San Diego Hotels

You will need to change the city=, state= and country= variables to the corresponding city, state, country you would like to link to. Use a "+" sign to join city names with more than one string (San+Diego).

**It is very important** that every link from your website to TravelNow includes your **clientid** in the URL so that the correct logos and page defaults for your site are displayed."

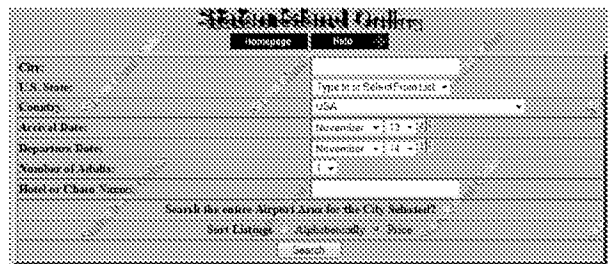
See /sjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

"There are several integration examples depending on your preference.

1. Basic Link
  2. Link to specific cities on TravelNow
  3. Link to a specific hotel(s)
  4. Adding a hotel search form to your site
  5. Adding only Car Rentals
  6. Adding only International Airfare Reservations"
- See /sjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

1277. The TravelNow system used a "clone ID" embedded into links to the outsource server to help identify the clone (affiliate) site from which the click was coming. For example:  
<A HREF="http://www2.travelnow.com/affiliate/?cid=9999">

1278. My opinion is further supported by my discussion with Christopher Lynch, who stated that the TravelNow system used "clone ids" (affiliate IDs) embedded into links on affiliate sites to identify from where clicks to the outsource server pages arrived. The served pages would contain various travel products, and the visitor viewing the outsource-server pages would be able to search for products, as shown in the following illustration:



1279. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous three paragraphs, that TravelNow provided commerce objects representing various categories of products, and that additional second web pages would contain a subset of the information.

4. Claim 19

1280. The TravelNow prior art system included each and every element of Claim 19.

Claim 19 - Preamble

1281. TravelNow implemented and used the method of "A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising" as required by the preamble to Claim 19.

1282. TravelNow was an outsource e-commerce provider providing commercial opportunities:

"Basic link to TravelNow  
After signing up for the affiliate program you are assigned a unique URL to be used when linking to TravelNow. This allows TravelNow to track reservations coming from your site."  
See /sjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

1283. My opinion is further supported by my discussion with Christopher Lynch, who stated that the TravelNow system served web pages containing information about travel products to visitors arriving from TravelNow affiliate sites.

1284. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous two paragraphs, that TravelNow was an e-commerce outsource provider, serving web pages that would contain commercial opportunities.

Claim 19 - Element (a), the "...visually perceptible elements..." limitation

1285. TravelNow implemented and used the method of "a computer store containing data, for each of a plurality of first web pages, defining a plurality of visual perceptible elements, which visually perceptible elements correspond to the plurality of first web pages" as required by Element (a) of Claim 19.

1286. The TravelNow server would store data with visual elements. The TravelNow system stored information about visual elements in programming variables that were used when pages on the outsource server were created. The text below shows variables from /sjs/hotels/hotavail.html [HOT0000358]. For instance, clonealink would store the color used on the clone (affiliate) pages for links when they are "active" (that is, when the mouse pointer is

over them); cloneLink would store the color for links that have been used previously (visited links); cloneBgcolor would be used for the page background color, and so on:

```
"var cloneTableBack = "#34208b"
var cloneTableColor = "#FFFFFF"
var cloneTableBody1 = "#F0F0F0"
var cloneTableBody2 = "#D7D7D7"
var cloneTableBorder = "0"

var clonebackground = ""
var clonebgcolor = "#FFFFFF"
var clonealink = ""
var clonevlink = ""
var clonehlink = ""
var clonehlink = ""
var clonehlink = ""
var clonetext = "" "
See /ssjs/hotels/hotavai.html [HOT0000358]
```

1287. My opinion is further supported by my discussion with Christopher Lynch, who stated that the TravelNow system stored information related to visual elements, including background color, a logo or header banner, and table borders, and used that information to match the served pages to the host pages from where visitors arrived.

1288. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous two paragraphs, that TravelNow would store visual elements corresponding to the source page.

**Claim 19 - Element (a)(i), "...plurality of web page owners..."**

1289. TravelNow implemented and used the method of "wherein each of the first web pages belongs to one of a plurality of web page owners" as required by Element (a)(i) of Claim 19.

1290. TravelNow had multiple affiliates; the cid number in the following code identified a particular affiliate:

```
<!--SELECTION-->
<A HREF="http://www2.travelnow.com/affiliate/?cid=9999">
<IMG SRC="http://www2.travelnow.com/noble/travelnow.gif"
BORDER="0" alt="TravelNow Link Partner"></A>
```

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<!--SELECTION-->
See /ssjs/affiliateinfo/signup/link copy test.html [HOT0000358]

**Tracking your performance**  
How does TravelNow track reservations?  
When you sign up for the affiliate program, a unique URL will be assigned for you to use when linking to TravelNow. This unique URL identifies traffic from your website as you receive credit when a reservation is made.  
There are several reporting methods to keep you informed on the progress of your site:  
• Daily alerts: You will receive an email every time a reservation originates from your link. The email will summarize the status of each transaction as the reservations are made. This allows you to keep a running total of reservations and your earnings.  
• Online statistics program: The web-based statistics application allows you query a wide range of data about the performance of your site. It is particularly useful if you want to make comparisons over time, to see if new affiliates and members of your site have had the desired impact on your reservations. See the statistics application.  
• Monthly summary reports: A summary report is emailed every month containing all commissions collected, and an update on the status of all reservations originating from your site.  
How do I become an affiliate?  
It's simple. Consider the Affiliate Registration Form and follow the steps for integrating TravelNow into your website.  
See ssjs/affiliateinfo/signup/index.html [HOT0000358]

1291. In addition, HOT0000281-282 provides a list of dozens of individual affiliates (i.e., "hosts"), such as the Japanese Translation Network (JTNW.com), Arizona Guide (ArizonaGuide.com), DenverNews.com Travel Site (DenverNews.com), and Reservations To Go (ReservationsToGo.com).

1292. My opinion is further supported by my discussion with Christopher Lynch, who stated that the TravelNow system worked with multiple affiliates (hosts) who linked to the TravelNow outsource server.

1293. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the three previous paragraphs, that multiple web page owners linked to the TravelNow server.

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**Claim 19 - Element (a)(ii), "...plurality of merchants..."**

1294. TravelNow implemented and used the method of "wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants" as required by Element (a)(ii) of Claim 19.

1295. TravelNow presented commerce objects representing products from multiple merchants:

"Integrating TravelNow into your website  
The following examples demonstrate the flexibility you have when integrating TravelNow into your website. By following these instructions you can have your affiliate program working today.

There are several integration examples depending on your preference.

- 1. Basic Link
- 2. Link to specific cities on TravelNow
- 3. Link to a specific hotel(s)
- 4. Adding a hotel search form to your site
- 5. Adding only Car Rentals
- 6. Adding only International Airfare Reservations"

**Hotels to specific hotels on TravelNow**  
If you are a merchant providing information about products, hotels, and/or services on your website, you can link directly to specific hotels on the TravelNow site. You have the option of linking to the TravelNow property information for the hotel, or link directly to the pricing and availability feature. This is done by modifying the following code:  
This HTML will link directly to the Property Description for the Ramada Limited San Diego on TravelNow.  
var url = "A HREF="http://www.travelnow.com/hotels/entry.html?cid=9999&request=city&ID=130181&sub=ramadadiego" & src="http://www.travelnow.com/hotels/entry.html?cid=9999&request=city&ID=130181&sub=ramadadiego" Example - Ramada Limited San Diego Property Information:</A>  
Example - Ramada Limited San Diego Property Information  
/ssjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

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1296. The TravelNow system used a "clone ID" embedded into links to the outsource server to help identify the clone (affiliate) site from which the click was coming. For example: <A HREF="http://www2.travelnow.com/affiliate/?cid=9999">

1297. My opinion is further supported by my discussion with Christopher Lynch, who stated that the TravelNow system used "clone IDs" embedded into links on affiliate sites to identify where visitors were arriving from, and in response served pages containing information about travel products from a variety of different vendors.

1298. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous three paragraphs, that TravelNow offered buying opportunities from a plurality of merchants.

**Claim 19 - Element (a)(iii), "...are third parties..."**

1299. TravelNow implemented and used the method of "wherein the selected merchant, the outsource provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other" as required by Element (a)(iii) of Claim 19.

1300. TravelNow was a three-party system. The system included commerce objects related to specific hotels. Before the TravelNow.com system was able to offer these hotels as part of the affiliate system, arrangements with the hotels were in place and data concerning the objects was stored at the TravelNow.com website:

See HOT0000282-283, showing list of diverse host web pages.  
See DFNDT000484, showing third party Red Roof Inns.  
See DFNDT000486, showing third party Residence Inn.  
See DFNDT000461, showing third party ThriftLodge  
See HOT0000358, showing third party Ramada Limited San Diego

1301. All of these hotel service providers are third parties with respect to TravelNow.com and the owner of the first web page (i.e., the host).

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1302. My opinion is further supported by my discussion with Christopher Lynch, who stated that the TravelNow was a three-party system combining affiliates, the TravelNow outsource service, and travel-product vendors such as hotels and airlines.

1303. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous three paragraphs, that the affiliate, TravelNow, and the merchants providing travel services are third parties with respect to each other.

**Claim 19 - Element (b)(i), "...a signal indicating activation..."**

1304. TravelNow implemented and used the method of "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to...(i) receive from the web browser of a computer user a signal indicating activation of one of the links displayed by one of the first web pages" as required by Element (b)(i) of Claim 19.

1305. TravelNow web pages would be served from the outsource server in response to clicks on links in the first web page. Links would contain "clone ids" (affiliate IDs) to indicate from which affiliate site a click came:

The HTML will link directly to Rates and Availability for the Fairwinds Limited San Diego on TravelNow:  
 <A HREF="http://www.travelnow.com/hotels/entry.html?cid=" + requestId + "&ID=1201218">Example - Fairwinds Limited San Diego Property</A>

The HTML will link directly to Rates and Availability for the Fairwinds Limited San Diego on TravelNow:  
 <A HREF="http://www.travelnow.com/hotels/entry.html?cid=" + requestId + "&ID=1201218">Example - Fairwinds Limited San Diego Rates and Availability</A>

It is very important that every link from your website to TravelNow includes your clientID in the URL so that the correct logos and page defaults for your site are displayed.  
 See /sjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

1306. My opinion is further supported by my discussion with Christopher Lynch, who stated that the TravelNow system used "clone ids" (affiliate IDs) embedded into links on affiliate sites to identify from where clicks to the outsource server pages arrived.

1307. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous two paragraphs, links pointing to the server were placed into the first web pages, and of course, as is the nature of the web, the server would receive a signal when the link was clicked.

**Claim 19 - Element (b)(ii), "...automatically identify as the source page..."**

1308. TravelNow implemented and used the method of "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to...(ii) automatically identify as the source page one of the first web pages on which the link has been activated" as required by Element (b)(ii) of Claim 19.

1309. TravelNow web pages would be served from the outsource server in response to clicks on links in the first web page, and that the server recognizes where the clicks are coming from:

"It is very important that every link from your website to TravelNow includes your clientid in the URL so that the correct logos and page defaults for your site are displayed."  
 See /sjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

1310. The TravelNow system used a "clone ID" embedded into links to the outsource server to help identify the clone (affiliate) site from which the click was coming. For example:  
 <A HREF="http://www2.travelnow.com/affiliate/?cid=9999">

1311. My opinion is further supported by my discussion with Christopher Lynch, who stated that the TravelNow system used "clone ids" (affiliate IDs) embedded into links on affiliate sites to identify from where clicks to the outsource server pages arrived.

1312. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous three paragraphs, that the TravelNow server would be able to recognize when visitors arrive on the TravelNow pages from links on affiliate pages.

**Claim 19 - Element (b)(iii), "...automatically retrieve the stored data..."**

1313. TravelNow implemented and used the method of "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to...(iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page" as required by Element (b)(iii) of Claim 19.

1314. The TravelNow server was storing data associated with the source page:

"It is very important that every link from your website to TravelNow includes your clientid in the URL so that the correct logos and page defaults for your site are displayed."  
 See /sjs/affiliateinfo/signup/integratetravelnow.html [HOT0000358]

1315. The TravelNow system used a "clone ID" embedded into links to the outsource server to help identify the clone (affiliate) site from which the click was coming. For example:  
 <A HREF="http://www2.travelnow.com/affiliate/?cid=9999">

1316. My opinion is further supported by my discussion with Christopher Lynch, who stated that the TravelNow system used "clone ids" (affiliate IDs) embedded into links on affiliate sites to identify from where clicks to the outsource server pages arrived, and that the TravelNow outsource server would serve pages containing information about travel products.

1317. A person of ordinary skill in the art would understand, from a review of the testimony and document(s) referenced in the previous three paragraphs, that the server stored information related to the source page and retrieved it when responding with a second page.

**Claim 19 - Element (b)(iv), "...transmit to the web browser a second web page..."**

1318. TravelNow implemented and used the method of "a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to...(iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays: (A) information associated with the commerce object associated with the link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source page" as required by Element (b)(iv) of Claim 19.

1319. The TravelNow server would use the stored data to create a page that can be transmitted to the user, containing both information associated with an associated commerce object, and visual elements related to the source page. A "clone id" (affiliate ID) identified the page from which the click came:





**XVII. Claims 1 and 19 of the '399 Patent are Invalid Under the Doctrine of Obviousness-Type Double Patenting**

1329. In my opinion, a person of ordinary skill in the art would conclude that independent Claims 1 and 19 of the '399 Patent are each merely slight variants of claims previously issued in the related '572 Patent. Although the '399 Patent uses slightly different claim language, a person of ordinary skill would clearly conclude that each limitation presented in Claims 1 and 19 is merely a slight variant of a similar limitation in the earlier patent claims, as those claims are apparently construed by DDR.

1330. Claim 1 of the '399 Patent is merely a slight variant of claims 25/24/17 (i.e. - Claim 25, as depending from Claim 24, as depending from Claim 17) recited in the previously issued '572 Patent. Although the wording and structure of these claims is different, a person of ordinary skill would conclude that the differences would be immediately obvious. A detailed claim chart comparing the limitations of Claim 1 of the '399 Patent with claims 25/24/17 of the '572 Patent are presented in [Ex. 15] attached to this report.

1331. Claim 19 of the '399 Patent is merely a slight variant of Claim 8 recited in the previously issued '572 Patent, as those claims are apparently construed by DDR. Although the wording and structure of these claims is different, a person of ordinary skill would conclude that differences would be immediately obvious. A detailed claim chart comparing the limitations of Claim 19 of the '399 Patent with Claim 8 of the '572 Patent are presented in [Ex. 15] attached to this report.

1332. Accordingly, claims 1 and 19 of the '399 Patent are invalid under the doctrine of obviousness-type double patenting.

**XVIII. Previous Testimony**

1333. Additional details regarding my previous testimony are provided in my CV, attached as Exhibit 4.

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**XIX. Trial Exhibits**

1334. I may rely on visual aids and demonstrative exhibits that demonstrate the bases of my opinions. Examples of these visual aids and demonstrative exhibits may include, for example, claim charts, patent drawings, excerpts from patent specifications, file histories, interrogatory responses, deposition testimony and deposition exhibits, as well as drawings, charts, diagrams, videos and animated or computer-generated video.

1335. Other than as referred to in this report, I have not yet prepared any exhibits for use at trial as a summary or support for the opinions expressed in this report, but I expect to do so in accordance with the Court's scheduling orders and in accordance with instructions from counsel.

**XX. Conclusion**

1336. My current opinions are set forth in this report. However, my analysis is continuing and I understand that discovery is continuing as well. As my study of the prior art and other evidence in the case continues, I may acquire additional information and/or attain further insights that result in modification or supplementation of the opinions set forth herein. I thus reserve the right to supplement my report and to rely on additional documents, prior art, or testimony which may come to my attention between the date of this report and the time of the trial in this case. Moreover, I may make additions, deletions, or modifications to this report and my opinions in the future that would be reflected in my testimony at the trial. I also reserve the right to rely on all other expert reports submitted in this case. As discussed above, for the trial I may prepare diagrams, charts and demonstrations that illustrate the issues presented. I also understand that I may be asked to give rebuttal testimony at the trial on matters not covered in this expert report.

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I declare under penalty of perjury that the foregoing is true and correct.



Peter Kent

May 18, 2012

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served on May 18, 2012 to all counsel of record who are deemed to have consented to electronic service via the Court's CM/ECF system per Local Rule CV-5(a)(3). The Plaintiff, DDR Holdings, LLC has also been served a hard copy via Federal Express delivery.

/s/ Michael W. Jackson

Michael W. Jackson

## EXHIBIT 4

To

### Peter Kent's Opening Expert Report Regarding the Invalidity of the '135, '572 and '399 Patents

## PRIOR TESTIMONY

| Case Name:  | Engaged By: | Case No.:               | Court:                                   | Year: | Testified In:               |
|---|-------------|-------------------------|--|-------|-----------------------------|
| Taher Scherzay v. Futuredantics, Inc./Elexity Systems, LLC, et al | Plaintiff   | Mediation               | JAMS Claim                               | 2011  | Deposition, JAMS Testimony  |
| Amanda Herman et al v. YellowPages.com, LLC                       | Plaintiff   | 09-2382 (PGS)-(ES)      | U.S. District Court, NJ, Newark Vicinage | 2010  | Deposition                  |
| Matthew Schwartz & Gulf Coast Recovery v. City of Treasure Island | Defendant   | 8:05-CV-1696-T-30MSS    | USDC Middle District of LF, Tampa Div.   | 2010  | Deposition                  |
| IXL Learning v. Mattel, Inc.                                      | Plaintiff   | CV 10 1902 JF (HRL)     | US District Court, North District of CA  | 2010  | Deposition                  |
| Consumer Info.com, Inc. v. Alex Chang, et al                      | Defendant   | CV-09-3783-VBF (MANx)   | Central Dist of CA, Western Division     | 2010  | Deposition                  |
| Netcraft Corporation v. AT&T Mobility et al                       | Plaintiff   | C. A. No. 07-651 (GMS)  | U.S. District Court, Delaware            | 2009  | Deposition                  |
| Bigfoot v. Mexicana   | Defendant   | 3:08-cv-01357-BEN-JMA   | U.S. District Court, Southern California | 2009  | Deposition                  |
| Quixtar Inc. v. Signature Management TEAM, LLC                    | Plaintiff   | 3:07-cv-00505-ECR-(RAM) | U.S. District Court, Nevada              | 2009  | Deposition                  |
| Expedia Hotel Taxes and Fees Litigation                           | Defendant   | 05-2-02060-1            | WA Superior Court, King County           | 2009  | Deposition                  |
| Internet Specialties West, Inc. v. ISPWest                        | Plaintiff   | CV 05-3296 FMC (AJWx)   | U. S. District Court, Central California | 2006  | Deposition, Court Testimony |

### PETER KENT

#### INTERNET EXPERT WITNESS

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#### Summary of Qualifications

##### 18 Years Experience in all Aspects of Online Marketing:

- Search Engine Optimization (SEO)
- Search Engine "Link" Campaigns
- Pay Per Click (PPC)
- Search-Engine Advertising
- Affiliate Marketing
- Online PR
- Online Advertising
- "Community" Marketing
- E-commerce Site Development
- Web Site Development
- Web Application Development
- E-mail Newsletter Publishing
- Web Project Management
- User Interface Design
- Improving Online "Conversions"
- Amazon Marketplace Merchandising

#### Expert Witness Experience

[Complete list on request]

- Pay Per Click keyword-bidding case involving FreeCreditReport.com
- Expedia Hotel Taxes and Fees Litigation
- Microsoft Patent-infringement claim related to the use of sound on Web sites
- Trademark disputes related to domain names, company names, and the effects of trademark confusion on search-engine traffic
- Patent cases related to online membership systems, ecommerce systems, Internet billing systems
- Software comparison in a competition dispute related to a major software purchase

#### Publications

- Possibly the world's most prolific Internet author
- Author of the best selling *Complete Idiot's Guide to the Internet, Search Engine Optimization for Dummies*, and *Pay Per Click for Dummies Search Engine Marketing, Poor Richard's Web Site and Poor Richard's Internet Marketing and Promotions*, and dozens of other Internet-related books over the last 18 years.
- An award-winning technology column in two Colorado Newspapers for over 11 years; hundreds of periodical articles
- Staples.com's E-commerce Expert
- Lynda.com video training course (SEO)

#### Real World Experience

- Extensive online experience (bulletin boards and online services), dating back to 1984
- Working on the Internet day-to-day Internet since 1993
- Working in software development since 1981...cyberspace-software development since 1991

- Founder of an e-business service provider, funded by Softbank/Mobius, one of the world's largest venture-capital firm
- General Manager/Architect of a large site for a consortium of seven law firms; the site has 400,000+ pages, with sophisticated content-management and lead-management utilities running behind the scenes
- Founded a publishing company, with e-commerce sales, in 1997
- VP of Web Solutions for a national ISP
- VP of Marketing for a Web-development company
- Consulting services for scores of companies, large and small, from Amazon.com to Lonely Planet, a small furniture firm to a medical-transcription service, law firms, real-estate firms, and much more.

#### Public Speaking

Extensive public speaking: 100+ radio show guest appearances, ten years of speaking engagements, including seminars, panels, workshops, teleseminars, etc.

#### Summary of Qualifications

Experience in all aspects of online marketing—search-engine optimization, search-engine advertising, affiliate programs, online PR, etc.—along with more traditional offline marketing. A background in book publishing and technology, including e-commerce development, product development and management, user-interface design, software-product design, consumer research, training, and documentation. Founded an e-commerce service provider funded by the world's largest VC firm, and an "online enabled" publishing company, Top Floor Publishing. An accomplished public speaker and author of dozens of books about the Internet and online marketing, including several best sellers.

#### Skills and Accomplishments

- Employed search-engine marketing to triple the revenues of a computer-peripherals company in less than 12 months.
- Employed Web design and search-engine marketing to jump start sales for an online scaffolding company. Increased revenues from \$10,000/mth to \$700,000/mth in a year
- Generated 75% of revenues for a Denver-based real-estate startup through search-engine advertising campaigns.
- Built a partnership with one of North America's largest publishers to deliver software to bookstores throughout the U.S.
- Raised \$4M from Softbank/Mobius to start an e-business service provider, later sold to iBoost.
- Founded a computer-book publishing company, with revenues exceeding \$300,000 in the first year.
- Used low-cost, online/offline PR and guerrilla marketing techniques to position a book on the Amazon.com best-seller list, to promote another book into becoming the most widely reviewed and praised title in computer-book history, and to build the *Poor Richard's* series brand.
- Author of the best selling *Complete Idiot's Guide to the Internet* (1993 – 2000), *Search Engine Optimization for Dummies* (April 2004), and *Pay Per Click for Dummies Search Engine Marketing* (Dec. 2005)

- Integrated a dozen different Web-development/hosting teams—with over hundred staff, and located in ten different cities—into a single division.
- Provided strategic/technical analysis to the CEO/executive team regarding acquisitions.
- Hired and trained a staff from 0 to 65 in less than six months.

## Professional Experience

### BuyBak, LLC

**VP of Corporate Development, Co-Founder** Denver, CO: July 2010 – Present  
Business development and software development. Buybak is a significant player in the rapidly growing “buyback” business; it currently buys back CDs, DVDs, and video games, returning used products to the retail market, with more product categories coming soon. Partners include Best Buy and Walmart.

### LeadNation, LLP Founder, CEO

Philadelphia, PA: July 2009 – January 2011  
Co-founder of a firm creating premium Web sites for businesses, along with ancillary services that help them generate and manage business leads.

### Peter Kent Consulting Principal

Denver, CO: 2002 – Present  
Providing Internet channel-management and Internet-marketing and -strategy consulting services to a varied client base. Current services include assisting clients in developing online-marketing strategies, increasing traffic through search-engine marketing and optimization, designing and implementing Pay per Click search-advertising campaigns, designing Web-sites, developing Web-applications, revenue-transaction conversion, and affiliate-program development. Clients include Burg Simpson Eldridge Hersh Jardine PC (a major Denver law firm), RoyalYarns.com (an online wool/handicrafts retailer), Peripheral Manufacturing (used search-engine marketing to triple revenues in under 12 months); ScaffoldMart.com (helped this stalled operation restart, increasing sales 7,000 percent); Shane Co. (repositioned this jeweler’s online marketing strategy); Aestiva, Inc. (significantly increased sales revenue over a 9-month period); Jones University (designed and developed a strategic plan for optimization of the Web site and improved search-advertising results); and SavingStreet.com (implemented a pay-per-click search-advertising campaign for this startup real-estate company, generating 75% of their initial revenues). In addition to working with literally hundreds of small businesses, assisted a number of large companies such as Amazon.com, Lonely Planet, Zillow, and Tower.com.

### DNAML, Pty Sr. VP, United States

Denver, CO: August 2007 – June 2008  
Helped this Australian digital-publishing company with business-development campaigns, introducing the company to some of the world’s largest publishers in New York and London. Helped the company develop relationships with publishers such as Wiley, McMillan, Hachette, Random House, Harper Collins, Elsevier, and others.

### Indigio Group Vice President Marketing

Denver, CO: 2001 – 2003  
A Web-applications development and Internet-marketing-strategy consulting company with clients such as Budget Rent a Car, Cendant, North American Van Lines, Orbitz, and Dex Media. Direct responsibilities included the production of strategic marketing plans and materials, overseeing all marketing products, new-business sales development, and Internet marketing-strategy development for

### Core Laboratories Int’l, Inc. Systems Analyst Area Supervisor

Dallas, TX: 1982 – 1986  
Mexico: 1979 – 1982  
An oil-field services company. Assisted in the development of the company’s new generation of drilling-analysis computer technology. Tested software, designed the user interfaces, and worked closely with the software-development team to create a user-friendly software process flow. Responsible for all customer research and liaison. Planned software product enhancements based on evaluation of users’ needs and competing products. Trained users and managed staff installing and maintaining the equipment. Previously worked in Mexico, with advanced computer technology on off-shore oil rigs, gaining experience in technology at a time when most people had little or no contact with computers. Lived and worked in Colombia, Mexico, Venezuela, Ecuador, Australia, North Sea, etc. Used data-acquisition/manipulation computers to provide geological and engineering reports to client oil companies. Core Labs’ youngest-ever Unit Supervisor; fastest ever promotion to Logging Supervisor, with responsibility for the company’s \$2M annual Mexican operation. Managed the budget for this 50-person operation.

## Publishing Experience

Involved in the computer-book publishing business since 1988. Author of several dozen technology and business books—more books about the Internet than any other author—including the best selling *Complete Idiot’s Guide to the Internet*, *Search Engine Optimization for Dummies*, and *Pay Per Click Search Marketing for Dummies* (Wiley). Author and publisher of the *Poor Richard’s Web Site* and *Poor Richard’s Internet Marketing and Promotions*. Founder of Top Floor Publishing. Author of hundreds of newspaper and magazine articles on business and technology, including a long-standing column in the Boulder County Business Report and the Northern Colorado Business Report.

## Public Speaking

An accomplished public speaker on a wide range of subjects. Speaking engagements have included the subject of Internet marketing for ten years, to organizations such as the National Association of Broadcasters and the Colorado Tourism Conference. Other topics include search-engine marketing and advertising, publishing, and general online-business issues. A guest speaker on over 100 radio shows.

## Education

BA Hons., Geography/Geology, University of Sheffield, United Kingdom, 1978

## Published Work

### Books

- *Search Engine Optimization for Dummies* and *Search Engine Optimization for Dummies* (John Wiley: 4 editions, beginning in 2004)
- *Pay Per Click Search Engine Marketing for Dummies* (John Wiley)
- *How to Make Money Online with eBay, Yahoo!, and Google* (McGraw-Hill Osborne Media)
- *The Word 2003 Bible* (John Wiley)
- *Poor Richard’s Web Site: Geek-Free, Commonsense Advice on Building a Low-Cost Web Site* (Top Floor Publishing—most widely reviewed & praised title in computer-book history)
- *The CDnow Story: Rags to Riches on the Internet* (w/Jason and Matthew Olim, the founders of CDnow—Top Floor Publishing)
- *Poor Richard’s Internet Marketing and Promotions: How to Promote Yourself, Your Business, Your Ideas Online* (w/Tara Calishain—Top Floor Publishing)

clients. Also liaised with key clients and directed all public relations and advertising campaigns. Ensured significant press coverage for the Company, greatly increasing its visibility in Colorado.

## Internet Commerce & Communications Vice President Web Solutions

Denver, CO: 2001

A national Internet Service Provider and Web-hosting company. Developed and implemented a strategic plan to merge dozens of geographically dispersed Web-design and Web-hosting divisions acquired during the prior 18 months. Managed a team of 60 staff members, in 8 cities, providing Web Development, Web hosting, Internet marketing, and e-commerce applications to thousands of small and medium-sized businesses in an ASP (Application Service Provider) mode. The division produced revenues of approximately \$8M in 2001. In addition introduced new tools, processes and procedures to improve the department’s efficiency and reduce overhead, and designed a number of new ASP products—e-commerce and e-mail publishing—for introduction to the small-business market.

### BizBlast.com Co-Founder

Denver, CO: 1998 – 2001

An E-Business Service Provider, delivering e-commerce services to small and medium-sized firms on a monthly subscription basis, when doing business online was still relatively new and difficult for most companies. Developed the original business plan and marketing strategy, including raising the company’s \$4M first-round investment, led by one of the world’s largest VC firms, SoftBank/Mobius. Researched the market to evaluate the competition and developed the original product design, including user-interface design and managing focus groups. Developed the company’s marketing and offer strategy and identified target markets and subscriber-acquisition programs. Business-development role included negotiating distribution partnerships, including one with Macmillan USA to deliver BizBlast software to bookstores throughout North America, and sought out partnerships to provide more products and services to BizBlast clients, such as the PayPal relationship that provided another transaction method for BizBlast clients.

### Top Floor Publishing Founder, President

Denver, CO: 1997 – 2003

A publisher of highly regarded books related to online business and marketing, written by industry experts. The company’s first book became the most widely reviewed and praised title in computer-book history, and the third was an Amazon.com best seller. Created the company’s marketing strategy and managed all marketing and public relations campaigns. Built a brand—the *Poor Richard’s* series—that quickly became very well known and respected in the computer-book industry. Managed all aspects of the organization, including overall budget responsibility, product development, and co-op advertising. Devised an online-marketing strategy that turned this startup into a widely distributed and well known publisher in the industry, and built the company’s e-commerce system.

### Kent & Associates Independent Consultant

Dallas, TX & Denver, CO: 1986 – 1996

Services included creating documentation, training users, testing software, designing software user interfaces, carrying out software consumer research and market intelligence, for a wide range of client companies and industries. Clients included Semiotix (software development), The Pipeline (Internet service provider), MasterCard (financial services), Analytical Surveys, Inc. (aerial photography), Comprehensive Software Solutions (stock trading), Amgen (pharmaceuticals), SpectraLink (telecommunications), Clinical Reference Systems, Inc. (medical), Ericsson, NEC, Northern Telecom (telecommunications), and Genioss/Data General (computing/telecommunications). Used online services for general business communications and marketing as early as 1986.

- *The Complete Idiot’s Guide to the Internet* (7 editions, published by Que—on the Publisher’s Weekly, Barnes & Noble, Software Etc., Baker & Taylor, and Ingrams computer-book best-seller lists; 100,000 copies sold in first 9 months)
- *The Complete Idiot’s Guide to the Internet: UK Edition* (Prentice Hall, 3 editions)
- *Careers for Kids who Love Computers* (Facts on File)
- *The Official Netscape JavaScript 1.2 Book* (Netscape Press)
- *The Official Netscape JavaScript Programmer’s Reference* (Netscape Press)
- *The Best Sex of Your Life* (w/Dr. Jim White—Barricade)
- *The Official Netscape JavaScript Book* (Netscape Press)
- *Using Netscape Communicator 4* (Que)
- *Using Netscape 3* (Que)
- *Using Netscape 2 for Windows 95* (Que—bestseller)
- *Using Netscape 2 with Your Mac* (Que)
- *Discover Windows NT Workstation 4* (IDG)
- *Discover FrontPage 97* (IDG)
- *Making Money in Technical Writing* (Macmillan/ARCO)
- *Using the Microsoft Network* (Que)
- *The Official Netscape JavaScript Book* (Netscape Press)
- *Using Microsoft Internet Explorer* (Que)
- *PGP Companion for Windows* (Ventana)
- *The 10 Minute Guide to the Internet* (Que)
- *The Complete Idiot’s Next Step with the Internet* (Que)
- *The Complete Idiot’s Guide to the World Wide Web* (Que)
- *The Complete Idiot’s Guide to the Internet with Windows 95* (Que)
- *Using Mosaic* (Que—contributed several chapters and acted as a technical advisor)
- *Peter Norton’s Windows NT: Tips & Tricks* (Random)
- *Peter Norton’s User’s Guide to Windows 3.1* (Bantam/Random)
- *Peter Norton’s Outside the IBM PC and PS/2* (Brady—contributed 3 chapters)
- *The Technical Writer’s Freelancing Guide* (Sterling Publishing)
- *Mastering Micrografx Designer*, and *Mastering Micrografx Designer 3.1* (SYBEX)
- *Learn Microsoft Money Fast!* (SYBEX)
- *Understanding Windows Draw* (SYBEX)
- *Shareware Treasure Chest: Clip Art Collection* (SYBEX)
- *The Illustrated Enable/OA* (Wordware)

Kent’s work has also appeared in the following books:

- *The Ten Minute Guide to Internet Explorer* (Que)
- *Netscape Navigator 3 Starter Kit* (Que)
- *Using Netscape Navigator 3 Special Edition* (Que)
- *Using Windows 95, Special Edition* (Que)
- *Using The Internet, Special Edition* (Que)
- *The HTML Programmer’s Reference* (Ventana)
- *Carol Vorderman’s Guide to the Internet* (Prentice Hall, 3 editions)
- *UK Internet Starter Kit* (Prentice Hall, 3 editions)

## Video

- *Analyzing Your Web Site to Improve SEO* (Lynda.com)

## Articles

Internet Law & Strategy  
Examiner.com  
The Manchester Guardian  
Website Magazine  
Staples.com  
Computerworld  
eBusiness Journal  
Internet World  
Windows User  
Windows Magazine  
Dr. Dobb's Journal  
Boulder County Business Report  
North Colorado Business Report  
Men's Journal  
The Dallas Times Herald  
Software Maintenance News  
LaserLink

NetBITS  
Writers Write  
Colorado Computer Diskcovery  
Metropolitan Ski Times  
Sm@rtPartner  
VBAC News  
The Parent Newsmagazine  
Kids Today  
First Coast Parent  
Jacksonville Parent  
Carolina Parent  
All About Kids  
My Business  
PD News  
Computer Book Cafe  
Employee Relations Bulletin  
Onvia.com

## Public Speaking

- National Association of Broadcasters, Annual Conference (1995)—Internet Basics
- Anaconism (1996)—Panel on the Internet
- Denver Book Show (1996)—Panel on book promotions on the Internet
- Anaconism (1997)—Panel on the Internet
- Comprehensive Software Systems (1997)—Windows Help creation training course (one week)
- Denver Book Show (1997)—Panel on book promotions on the Internet
- Anaconism (1998)—Panel on the Internet
- Internet Chamber of Commerce, Denver (1998)—Panel on Internet Marketing
- Windows on the Rockies Users Group (1998-2000)—3 separate meetings, various Internet subjects
- Rockies Venture Club (1999)—Introduction to BizBlast.com
- Rockies Venture Club (1999)—MIT Panel
- Waterside Computer Book Publishing Conference (1999)—Starting a Publishing Business
- Colorado Independent Publishers Association, Publisher's University (2000)—two speeches, Marketing Books Online, and Creating an Effective Web Site
- Colorado Tourism Conference (2000)—Panelist, Doing Business on the Internet
- Publisher's Marketing Association, Publishing University (2000)—Marketing Books Online
- Publisher's Marketing Association, Denver Publishing Mini-University (2000)—Starting a Publishing Business
- Rockies Venture Club (2000)—Short account of successful fundraising
- Rockies Venture Club (2000)—Introductory speaker, Colorado Capital Conference
- SPAN, Publishing College (2000)—How to Sell on the Internet
- Waterside Computer Book Publishing Conference (2000)—The Economics of Publishing
- Indigio Seminar (2002)—12 Mistakes Executives Make When Planning Web Strategy
- Rocky Mountain Webmaster's Guild (2004)—What You *Must* Know About the Search

## Engines

- Davinci Institute, (2005) - Search Engine Optimization
- Boulder Writer's Association (2005) - Online Marketing
- Colorado Business Show (2005) - Online Marketing
- MNetworks eCommerce Bootcamp (2005) - Online marketing, creating e-commerce sites, marketing through multiple channels
- Annie Jennings PR Teleseminar (2005) - Search Engine Marketing
- Denver Software Developers Club (2005)—Search Engine Optimization
- DexMedia (2005) - Search Engine Background, Sales-Team Training
- Annie Jennings PR Teleseminar (2004) - Search Engine Optimization
- Rocky Mountain Webmasters Guild (2004) - Search Engine Optimization
- Association of Professional Consultants (2004) - Search Engine Marketing
- 60 - 80 Radio interviews, including in-studio interviews in the widely syndicated *Into Tomorrow* and *The World Wide Web Radio Show*.
- August 2005: 20 Radio interviews in one day, with a total audience of over 20M people, related to search engine technology. (Audioline Network national syndication, WVEZ Richmond VA, KLSK St. Cloud MN, KYW Philadelphia, WSNY Columbus OH, WOCA Greenville FL, Business Talk national syndication, USA Radio Network national syndication, WFVN Toledo OH, KCMN Colorado Springs, ABC Radio Network national syndication, Cable Radio Network national syndication, WLW Cincinnati OH, WZON Bangor ME, KTSB San Antonio TX, WWSB Harrisburg PA, WYNU Cincinnati OH, KATF Sacramento CA, AURN national syndication, Metro syndication Minneapolis MN, KMOX St. Louis MO.)
- Denver Free University (2006): 4 Online Marketing Courses
- London Book Fair (2008): The Future of the Digital Book. 14, 1-hr presentations in 3 days
- O'Reilly Tools for Change Conference (2008): DNAML Presentation
- Digital Book 2008, International Digital Publisher's Forum (2008): DNAML Presentation
- International Conference on E-Government, Tripoli, Libya (2010): Shared keynote speech; hosted ecommerce track; speech at the University of Tripoli

## Reviews

My business is advice ... whether I'm writing, consulting, or working to achieve my employer's goal, that's what I do, help people understand how to work online. And I'm glad to say people like what I've got to say ...



If you really want to build a functional Web site but don't have a lot of money or think you don't have enough skill, "Poor Richard's Web Site: Geek-Free, Commonsense Advice on Building a Low-Cost Web Site" might just be the book for you.

Jonathon Austin, *CNN Interactive*

[helps] guide you through this step and others involved in getting a Web site up and running.

Patrick Marshall, *Seattle Times*

### Poor Richard's Good Advice

With all great new things comes a proliferation of hucksters and snake-oil salesmen, and the Internet is no exception. The antidote to this swirl of confusion lies in Peter Kent's *Poor Richard's Web Site*. The analogy to Ben Franklin's volume is appropriate: the book is filled with the kind of straightforward information the Founding Father himself would have appreciated. Jennifer Buckendorff, *Amazon.com*

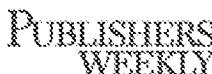
8



The Inquirer



ComputerCredible Magazine



I've found a great book that explains it all: *Poor Richard's Web Site*. ... This is a practical, no-nonsense guide that lucidly covers topics like how to set up a domain with the InterNIC, how to promote your Web site and how to actually use all those features that hosting services provide.

David Methvin, *Windows Magazine*

**Hot Site** ... Let Peter Kent provide what he calls "geek-free, commonsense advice" on building a low-cost site on the Web. *USA Today Web site*

**Book of the Month**  
Jerry Pournelle, *BYTE Magazine*

We liked the level of rich, high-quality details that went into this publication. You can tell that Kent has poured all of his creative energies into the project. Yet he remained focused enough throughout the book to clearly define in plain English all of the technical information required to create and maintain a Web site. ... **We highly recommend this book.** Peter Cook and Scott Manning, *Philadelphia Inquirer*

Covering all the basics in jargon-free English, he considers what you need to start, where to put your Web site, finding a host, how to pick and register a domain name, creating a site, choosing an editor, adding interaction and taking orders online, distribution lists, and registering your Web site. **Very well written.** *Library Journal*

**Book of the Month.** There was no question this month; *Peter Kent's Poor Richard's Web Site*, a remarkable book whose subtitle tells it all, is the undisputed Book of the Month winner. In clear, understandable language, Kent conveys an absolutely incredible amount of information on building and running a Web site. **Richard Mann, ComputerCredible Magazine**

If you're gearing up to launch a Web site or you're looking to take an existing site to the next level, *Poor Richard's* offers clear advice to help you defend against jargon-happy sales people and computer magazines. **Alan Joch, Fortune.com**

Want to set up a Web site but don't know where to begin? Get yourself a copy of Peter Kent's *Poor Richard's Web Site*.  
**PC World**

... an encyclopedic treatment of every aspect—technical, financial, moral and social—of building and maintaining a Web site. It packs more sound advice into a slender 424 pages than far bulkier and expensively-promoted books. Author Peter Kent writes with vivacity and real expository skill. In his hands, technical subjects such as email forwarding and host selection become compelling reading.  
**Cameron Laird & Kathryn Soraz, Web Server Online Magazine**

[A] good source [of information] with easy step-by-step directions is Peter Kent's *Poor Richard's Web Site*.  
**Jenna Schnuer, Publisher's Weekly**

### And many more ...

Smartbooks.com, CMPNet's Techweb, Marketing Technology, Publishing for Entrepreneurs, Vancouver Business Journal, Computer Literacy Bookshops/Fabrain, Printing News, Hill Times, MicroTimes, Entropy Gradient Reversals, Boardwatch, Home Office, San Diego Union-Tribune ... etc. etc.

## DDR Holdings, LLC v. Hotels.com, et al. USDC – E.D. Tex. Civil Action No. 2-06CV-42 (DF)

Exhibit 5 to the Expert Report of Peter Kent  
Regarding the Invalidity of the '135, '572 and '399 Patents

### List of Documents Considered

#### General Documents:

- U.S. Patent No. 6,629,135
- U.S. Patent No. 6,993,572
- U.S. Patent No. 7,818,399
- U.S. Provisional Application No. 60/100,697
- Claim Construction Order [DI 309]
- Order on Motion for Reconsideration [DI 318]
- Plaintiff's Amended Infringement Contentions served January 23, 2012
- Drag 'n' Drop CGI: Enhance Your Web Site Without Programming (Bob Weil & Chris Baron, Addison-Wesley, September 2, 1997, ISBN 978-0201419665)
- 60 Minute Guide to CGI Programming With Perl 5 (Robert Farrell, John Wiley & Sons, Inc., ISBN 978-156884780)

#### Discovery:

- Plaintiff's Responses to Defendants' Third Set of Common Interrogatories (03/23/2012) [Nos. 13 – 16]
- Plaintiff DDR Holdings, LLC's Answers to Defendant's First Set of Common Interrogatories (07/21/2006) [Nos. 1 – 9]

#### Deposition Transcripts:

- Transcript, Deposition of David Levine, April 3, 2012
- Transcript, Deposition of Richard Andersen, March 29, 2012
- Transcript, Deposition of Joseph Michaels, 03/28/2012
- Transcript, Deposition of Danny Ross, 04/27 – 04/28/2012
- Transcript, Deposition of Delano Ross, 03/29 (Vols. 1 – 2)
- Transcript, Deposition of William May, 04/27/2012

**Production Documents**

| Production Range     | Document Description   |
|----------------------|--|
| DFNT000001-0000053   | U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions" by William J. Tobin (filed Jan. 21, 1997, issued Oct. 31, 2000). |
| DFNDT0000076-0000113 | U.S. Patent 6,016,504 (Arnold)   |
| DFNDT0000217-0000238 | U.S. Patent 5,870,717 (Wiecha)   |
| DFNDT0000295-314     | U.S. Patent Application No. 09/995,278 [Pub. No. US2002/0065772 A1] (Saliba)   |
| DFNDT0000315-0000431 | Travelocity Co-Branding - Travelocity Previous Co-Branding including Yahoo!, Japan Airlines, Netscape, US Airways, and Online Italia   |
| DFNDT0000315-324     | Private Label for Travel Online Italia - Scope Definition  |
| DFNDT0000325-328     | Basic Booking Engine for Travel Online Italia - Scope Definition, April 29, 1997   |
| DFNDT0000329-339     | Rider to Information Technology Services Agreement between US Airways and The SABRE Group, Inc.  |
| DFNDT0000340-344     | US Airways Internet Reservation System Phase 1: Travelocity Private Label  |
| DFNDT0000345-346     | Travelocity's Definitions and Guidelines for "Look and Feel  |
| DFNDT0000347-349     | SI Interactive Product Requirements, Netscape Netcenter Marketplace Travel   |
| DFNDT0000350-372     | Japan Airlines Travel Booking Engine, Scope Definition   |
| DFNDT0000373-387     | Co-branding agreement between SI and Japan Airlines Company, Ltd   |
| DFNDT0000388-412     | Travel Services Advertising and Promotion Agreement, June 30, 1997   |
| DFNDT0000413-422     | Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998.   |
| DFNDT0000423-428     | Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997   |
| DFNDT0000429-432     | Yahoo! Travel Build your own itinerary, last modified on March 24, 1998  |

| Production Range     | Document Description   |
|----------------------|--|
| DFNDT0000433-486     | Archived webpages for www.statenislandonline.com   |
| DFNDT0000945-0000946 | Promote your own sextoy site, <a href="http://web.archive.org/web/19980517004530/sextoy.com/cnv/cnv.html">http://web.archive.org/web/19980517004530/sextoy.com/cnv/cnv.html</a> (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/cnv.html as archived by the Internet Archive) |
| DFNDT0000947         | <a href="http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html">http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html</a> (May 17, 1998 version of sextoy.com/cnv/moreinfo.html as archived by the Internet Archive)                                   |
| DFNDT0000948 - 949   | <a href="http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html">http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html</a> (May 17, 1998 version of sextoy.com/cnv/banner.html as archived by the Internet Archive)   |
| DFNDT0000950 - 951   | <a href="http://web.archive.org/web/19980517004202/http://sextoy.com/">http://web.archive.org/web/19980517004202/http://sextoy.com/</a> (Levine Ex. 13)  |
| DFNDT0000952 - 953   | <a href="http://web.archive.org/web/19970607065349/http://www.sextoy.com/">http://web.archive.org/web/19970607065349/http://www.sextoy.com/</a>  |
| DFNDT0000954         | <a href="http://web.archive.org/web/19970607065542/www.sextoy.com/yoursite/yoursite.html">http://web.archive.org/web/19970607065542/www.sextoy.com/yoursite/yoursite.html</a>  |
| DFNDT0000955 - 956   | <a href="http://web.archive.org/web/19970607071136/www.sextoy.com/yoursite/agreement.html">http://web.archive.org/web/19970607071136/www.sextoy.com/yoursite/agreement.html</a>  |
| DFNDT0000957 - 958   | <a href="http://web.archive.org/web/19970711063329/http://www.sextoy.com/">http://web.archive.org/web/19970711063329/http://www.sextoy.com/</a>  |
| DFNDT0000959         | <a href="http://web.archive.org/web/19970711063513/www.sextoy.com/yoursite/yoursite.html">http://web.archive.org/web/19970711063513/www.sextoy.com/yoursite/yoursite.html</a>  |
| DFNDT0000960 - 961   | <a href="http://web.archive.org/web/19970711072555/www.sextoy.com/yoursite/agreement.html">http://web.archive.org/web/19970711072555/www.sextoy.com/yoursite/agreement.html</a>  |
| DFNDT0000962 - 963   | <a href="http://web.archive.org/web/19971019015131/http://www.sextoy.com">http://web.archive.org/web/19971019015131/http://www.sextoy.com</a>  |
| DFNDT0000964         | <a href="http://web.archive.org/web/19971019015325/www.sextoy.com/yoursite/yoursite.html">http://web.archive.org/web/19971019015325/www.sextoy.com/yoursite/yoursite.html</a>  |
| DFNDT0000965         | <a href="http://web.archive.org/web/19971019020942/www.sextoy.com/yoursite/banner.html">http://web.archive.org/web/19971019020942/www.sextoy.com/yoursite/banner.html</a>  |
| DFNDT0000966 - 967   | <a href="http://web.archive.org/web/19971019020936/www.sextoy.com/yoursite/agreement.html">http://web.archive.org/web/19971019020936/www.sextoy.com/yoursite/agreement.html</a>  |
| DFNDT0000968 - 969   | <a href="http://web.archive.org/web/19971210191027/http://www.sextoy.com/">http://web.archive.org/web/19971210191027/http://www.sextoy.com/</a> (December 10, 1997 version of sextoy.com as archived by the Internet Archive)  |

| Production Range     | Document Description   |
|----------------------|--|
| DFNDT0000970 - 971   | <a href="http://web.archive.org/web/19981203052736/http://sextoy.com/">http://web.archive.org/web/19981203052736/http://sextoy.com/</a> (December 3, 1998 version of sextoy.com as archived by the Internet Archive) (Levine Ex. 14)                             |
| DFNDT0000972 - 973   | <a href="http://web.archive.org/web/19981205014933/www.sextoyfun.com/">http://web.archive.org/web/19981205014933/www.sextoyfun.com/</a>  |
| DFNDT0000974 - 975   | <a href="http://web.archive.org/web/19981207071712/http://www.sextoy.com/">http://web.archive.org/web/19981207071712/http://www.sextoy.com/</a>  |
| DFNDT0000976 - 977   | <a href="http://web.archive.org/web/19981212021024/http://sextoy.com/">http://web.archive.org/web/19981212021024/http://sextoy.com/</a>  |
| DFNDT0000978 - 979   | <a href="http://web.archive.org/web/19981212032701/www.sextoyfun.com/">http://web.archive.org/web/19981212032701/www.sextoyfun.com/</a>  |
| DFNDT0000980 - 981   | <a href="http://web.archive.org/web/19990125091930/http://sextoy.com/">http://web.archive.org/web/19990125091930/http://sextoy.com/</a>  |
| DFNDT0000982 - 983   | <a href="http://web.archive.org/web/19990128003853/http://sextoy.com/">http://web.archive.org/web/19990128003853/http://sextoy.com/</a>  |
| DFNDT0000984         | <a href="http://web.archive.org/web/19990203092949/sextoy.com/cnv/cnv.html">http://web.archive.org/web/19990203092949/sextoy.com/cnv/cnv.html</a>  |
| DFNDT0000985 - 986   | <a href="http://web.archive.org/web/19990203115316/sextoy.com/cnv/form.html">http://web.archive.org/web/19990203115316/sextoy.com/cnv/form.html</a>  |
| DFNDT0000987 - 989   | <a href="http://web.archive.org/web/19990203082648/sextoy.com/cnv/banner.html">http://web.archive.org/web/19990203082648/sextoy.com/cnv/banner.html</a>  |
| DFNDT0000990 - 991   | <a href="http://web.archive.org/web/19990219233531/http://www.sextoy.com/">http://web.archive.org/web/19990219233531/http://www.sextoy.com/</a>  |
| DFNDT0000992         | <a href="http://web.archive.org/web/19990225131500/www.sextoy.com/cnv/cnv.html">http://web.archive.org/web/19990225131500/www.sextoy.com/cnv/cnv.html</a>  |
| DFNDT0000993 - 994   | <a href="http://web.archive.org/web/19990225150316/www.sextoy.com/cnv/form.html">http://web.archive.org/web/19990225150316/www.sextoy.com/cnv/form.html</a>  |
| DFNDT0000995 - 996   | <a href="http://web.archive.org/web/19990420062959/http://www.sextoy.com/">http://web.archive.org/web/19990420062959/http://www.sextoy.com/</a>  |
| DFNDT0000997         | <a href="http://web.archive.org/web/19990420215532/sextoy.com/about.html/">http://web.archive.org/web/19990420215532/sextoy.com/about.html/</a>  |
| DFNDT0000998         | <a href="http://web.archive.org/web/19990421190131/sextoy.com/cnv/cnv.html">http://web.archive.org/web/19990421190131/sextoy.com/cnv/cnv.html</a>  |
| DFNDT0000999 - 1000  | <a href="http://web.archive.org/web/19990429075920/http://www.sextoy.com/">http://web.archive.org/web/19990429075920/http://www.sextoy.com/</a>  |
| DFNDT0001001 - 1002  | <a href="http://web.archive.org/web/19990502170612/www.sextoy.com/cnv/cnv.html">http://web.archive.org/web/19990502170612/www.sextoy.com/cnv/cnv.html</a> (May 2, 1999 version of instructions for creating your own sextoy as archived by the Internet Archive) |
| DFNDT0001003         | <a href="http://web.archive.org/web/19990910044933/http://www.sextoyfun.com/cgi-bin/convbrowse.cgi?102&amp;cnv/banner.html">http://web.archive.org/web/19990910044933/http://www.sextoyfun.com/cgi-bin/convbrowse.cgi?102&amp;cnv/banner.html</a>                |
| DFNDT0001048-0001059 | Internet Archive Frequently Asked Questions, <a href="http://www.archive.org/about/faq5.php">http://www.archive.org/about/faq5.php</a>   |

| Production Range     | Document Description  |
|----------------------|---|
| DFNDT0001060-0001061 | WHOIS Record for sextoy.com, <a href="http://www.networksolutions.com/whois/results.jsp?whoistoken=11">http://www.networksolutions.com/whois/results.jsp?whoistoken=11</a> (last visited August 8, 2006) (sextoy.com was first registered on May 2, 1995).  |
| DFNDT0001065-0001068 | WHOIS Record for sextoyfun.com, <a href="http://www.networksolutions.com/whois/results.jsp?whoistoken=13">http://www.networksolutions.com/whois/results.jsp?whoistoken=13</a> (last visited August 8, 2006) (sextoyfun.com was first registered on September 9, 1998)   |
| DFNDT0001069         | <a href="http://web.archive.org/web/19980517004452/sextoy.com/lotion/lotion.html">http://web.archive.org/web/19980517004452/sextoy.com/lotion/lotion.html</a>   |
| DFNDT0001072-0001074 | Sex toys, <a href="http://web.archive.org/web/20000419221609/http://www.bluetrouble.com/sextogs/index.html">http://web.archive.org/web/20000419221609/http://www.bluetrouble.com/sextogs/index.html</a> (April 19, 2000 version of www.bluetrouble.com/sextogs/index.html as archived by the Internet Archive)                              |
| DFNDT0001075 - 1077  | <a href="http://web.archive.org/web/20000408212358/http://www.sextoy.com/">http://web.archive.org/web/20000408212358/http://www.sextoy.com/</a> (April 8, 2000 version of www.sextoy.com as archived by the Internet Archive)   |
| DFNDT0001078-0001079 | Dave David Levine sextoys blog  |
| DFNDT0001080-0001081 | Convergence, Inc., <a href="http://classic-web.archive.org/web/19980204025709/www.wcool.com/cnv/phil.html">http://classic-web.archive.org/web/19980204025709/www.wcool.com/cnv/phil.html</a> , February 4, 1998 version of www.wcool.com/cnv/phil.html as archived by the Internet Archive  |
| DFNDT0001590-1633    | Internet Archive Frequently Asked Questions, <a href="http://www.archive.org/about/faq5.php">http://www.archive.org/about/faq5.php</a>  |
| DFNDT0004356-004648  | Paul Edwards, Sarah Edwards, and Linda Rohrbough, Making Money in Cyberspace, September 9, 1998, Jeremy P. Tarcher/Putnam   |
| DFNDT0004649-004683  | Amazon.com: Making Money in Cyberspace: Paul Edwards: Books <a href="http://www.amazon.com/Making-Money-Cyberspace-Paul-Edwards/dp/B000HWYTOI/refsr_LSc_1?ie=UTF8&amp;qid=1328134043&amp;sr=8-1-spell">http://www.amazon.com/Making-Money-Cyberspace-Paul-Edwards/dp/B000HWYTOI/refsr_LSc_1?ie=UTF8&amp;qid=1328134043&amp;sr=8-1-spell</a> |
| DFNDT0004729 - 4743  | Office Action from U.S. Patent Application No. 09/995,278 Prosecution File History  |
| DFNDT0005052         | CyberHazard's X-files Homepage  |
| DFNDT0005053 - 54    | How ViaWeb and ShopSite Pro Incorporate Affiliate Program Software <a href="http://www.wilsonweb.com/wct/980315shopsite-viaweb.cfm">http://www.wilsonweb.com/wct/980315shopsite-viaweb.cfm</a>  |
| DFNDT0005055 - 5059  | Astrology.net - AstroMall   |

| Production Range   | Document Description   |
|--------------------|--|
| DFNDT0005069-70    | CyberStoreFronts for Rookies, Business Week, June 9, 1997, <a href="http://web.archive.org/web/20081012015004/http://www.businessweek.com/1997/23/b353054.htm">http://web.archive.org/web/20081012015004/http://www.businessweek.com/1997/23/b353054.htm</a> (November 15, 1996 version of <a href="http://www.businessweek.com/1997/23/b353054.htm">http://www.businessweek.com/1997/23/b353054.htm</a> as archived by the Internet Archive.) |
| DFNDT0005071-5080  | Frederick's of Hollywood Website   |
| DFNDT0005096-102   | ViaWeb's First Business Plan   |
| DFNDT0005103       | FTD Online Photo Sharing!  |
| DFNDT0005104       | OfficeMax 01 Flickr - Photo Sharing!   |
| DFNDT0005105       | Borders Bookis Flickr Photo Sharing!   |
| DFNDT0005111-5117  | RollingStone.com Website   |
| DFNDT0005118-5119  | Review of ShopSite Manager 3.1   |
| DFNDT0005120-5122  | Web Commerce Today, Issue 6, 01/15/1998  |
| DFNDT0005123       | ShopSite MarketPlace   |
| DFNDT0005142-5147  | ViaWeb's Online Secure Shopping Mall website   |
| DFNDT0005148-50    | ViaWeb Features, <a href="http://web.archive.org/web/19970606144941/http://www.viaweb.com/vw/feat.htm">http://web.archive.org/web/19970606144941/http://www.viaweb.com/vw/feat.htm</a> (June 6, 1997 version of <a href="http://www.viaweb.com/vw/feat.htm">http://www.viaweb.com/vw/feat.htm</a> as archived by the Internet Archive.) <i>ViaWeb Features.</i>  |
| DFNDT0005151-4     | June 6, 1997 version of <a href="http://www.viaweb.com/vw/howitwork.htm">www.viaweb.com/vw/howitwork.htm</a> as archived by the Internet Archive. <i>ViaWeb How It Works.</i>  |
| DFNDT0005155       | <a href="http://web.archive.org/web/19970606150606/http://www.viaweb.com/vw/ov.html">http://web.archive.org/web/19970606150606/http://www.viaweb.com/vw/ov.html</a>  |
| DFNDT0005156-5167  | Press Quotes website   |
| DFNDT 0005168      | Digital River Newsletter, February 1998  |
| DFNDT 0005169-5203 | Notes by Mr. Dan Conley taken during process of "capturing" the "look and feel description".   |
| DFNDT0005205       | Digital River Plans An IPO This Year, St. Paul Pioneer Press   |
| DFNDT0005206-5214  | <a href="http://web.archive.org/web/19970606145027/http://www.viaweb.com/vw/presquot.html">http://web.archive.org/web/19970606145027/http://www.viaweb.com/vw/presquot.html</a>  |

| Production Range  | Document Description   |
|-------------------|--|
| DFNDT0005215      | <a href="http://web.archive.org/web/19980520113216/http://www.austlads.com/fro nt.html">http://web.archive.org/web/19980520113216/http://www.austlads.com/fro nt.html</a>  |
| DFNDT0005216-5228 | Source code  |
| DFNDT0005229-5230 | <a href="http://web.archive.org/web/19961104223942/http://www.fredericks.com/">http://web.archive.org/web/19961104223942/http://www.fredericks.com/</a>  |
| DFNDT0005231      | <a href="http://web.archive.org/web/19970204192119/http://www.fredericks.com/">http://web.archive.org/web/19970204192119/http://www.fredericks.com/</a>  |
| DFNDT0005232-43   | Source code  |
| DFNDT0005244-50   | Source code  |
| DFNDT0005251-53   | Interest In Internet Retailing Sites Slows To A Trickle - Sun Sentinel! <a href="http://articles.sun-sentinel.com/1997-09-25/business/9709240533_11.mail-s-sales-cybermall-search-engineS">http://articles.sun-sentinel.com/1997-09-25/business/9709240533_11.mail-s-sales-cybermall-search-engineS</a>  |
| DFNDT0005254-5256 | <a href="http://web.archive.org/web/19970606144941/http://www.viaweb.com/vw/feat.html">http://web.archive.org/web/19970606144941/http://www.viaweb.com/vw/feat.html</a>  |
| DFNDT0005257-8    | ViaWeb Store 3.0 Release, <a href="http://web.archive.org/web/19970606145128/http://www.viaweb.com/vw/viaw30isrel.html">http://web.archive.org/web/19970606145128/http://www.viaweb.com/vw/viaw30isrel.html</a> (June 6, 1997 version of <a href="http://www.viaweb.com/vw/viaw30isrel.html">http://www.viaweb.com/vw/viaw30isrel.html</a> as archived by the Internet Archive.) <i>3.0 Release.</i> |
| DFNDT0005259-5262 | <a href="http://web.archive.org/web/19970606144928/http://www.viaweb.com/vw/howitwor.html">http://web.archive.org/web/19970606144928/http://www.viaweb.com/vw/howitwor.html</a>  |
| DFNDT0005263-4    | June 6, 1997 version of <a href="http://www.viaweb.com/vw/resprog.html">www.viaweb.com/vw/resprog.html</a> as archived by the Internet Archive. <i>ViaWeb Resellers.</i>   |
| DFNDT0005265      | June 6, 1997 version of <a href="http://www.viaweb.com/vw/ov.html">www.viaweb.com/vw/ov.html</a> as archived by the Internet Archive. <i>RTML Overview.</i>  |
| DFNDT0005266-67   | Press Release - Yahoo to Acquire ViaWeb dated 6/8/1998   |
| DFNDT0005270      | CNet Article 1/4/1996  |
| DFNDT0005271-5272 | Info World Article 8/5/1996  |
| DFNDT0005273-5274 | Info World Article 5/5/1997  |
| DFNDT5275-5276    | Web Archive ForeFront Download Now   |
| DFNDT0005277-5278 | Web Archive ForeFront Products   |
| DFNDT0005279      | Web Archive ForeFront WebWhacker Manuals Download Page   |
| DFNDT0005280-5382 | WebWhacker 2.0 for Mac User Guide  |

| Production Range      | Document Description  |
|-----------------------|---|
| DFNDT0005383-5489     | WebWhacker 2.0 for Windows User Guide   |
| DFNDT0005490-5533     | Output files of Web Whacker software used in the DR SSS for capturing the look and feel description associated with a host website  |
| DFNDT0005690-5714     | Affidavit of Christopher Butler   |
| DFNDT0005715          | <a href="http://web.archive.org/web/19970329094605/http://www.viamail.com/airline/">http://web.archive.org/web/19970329094605/http://www.viamail.com/airline/</a>   |
| DFNDT0005716-5718     | <a href="http://web.archive.org/web/19980415165943/http://www.cgi-resources.com/Programs_and_Scripts/Perl/Searching/Searching_Your_Web_Site/">http://web.archive.org/web/19980415165943/http://www.cgi-resources.com/Programs_and_Scripts/Perl/Searching/Searching_Your_Web_Site/</a>   |
| DR000001-2            | Digital River - Secure Encrypted Software Distribution, <a href="http://web.archive.org/web/19970412100754/http://www.digitalriver.com/">http://web.archive.org/web/19970412100754/http://www.digitalriver.com/</a>   |
| DR000003-4            | Digital River - Secure Encrypted Software Distribution, <a href="http://web.archive.org/web/19971221024519/digitalriver.com/Page3.htm">http://web.archive.org/web/19971221024519/digitalriver.com/Page3.htm</a>   |
| DR000005-6            | Internet Commerce Services Proposal for Adobe, July 25, 1996  |
| DR000007-12           | Flow chart depicting "The Digital River Internet Ordering System (StoryBoard Overview)"   |
| DR000013-21           | Electronic Software Distribution Agreement between Digital River and Auto F/X Corp. dated July 18, 1996;  |
| DR000022              | Email from root to ftplist@digitalriver.com, dated October 19, 1997;  |
| DR000023-25           | Digital River Proposal To Mathsoft, Inc.  |
| DR000026-27           | Digital River's Percentage of Sales Model - A Value Proposition   |
| DR000028-31, DR000032 | Welcome to Bitstream, Inc., <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html</a> ; and as reconstructed inserting referenced .gif files;   |
| DR000033              | Email from Digital River to Auto FX, dated September 26, 1997   |
| DR000034-38           | "Bitstream Fonts Online!" hypertext link (" <a href="http://www2.digitalriver.com/bit/index.html">A</a> " HREF= <a href="http://www2.digitalriver.com/bit/index.html">http://www2.digitalriver.com/bit/index.html</a> "); Bitstream fonts online! " <a href="http://webarchive.org/web/19970117165233/http://www.bitstream.com/">A</a> "); Bitstream.com Home Page, <a href="http://webarchive.org/web/19970117165233/http://www.bitstream.com/">http://webarchive.org/web/19970117165233/http://www.bitstream.com/</a> ; |

| Production Range | Document Description   |
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| DR000039-50      | Seattle Support Group, <a href="http://www.digitalriver.com/digitalriver/Welcome.qry?type=I+id=1001">http://www.digitalriver.com/digitalriver/Welcome.qry?type=I+id=1001</a> ; and <a href="http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW">http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW</a> (Correspondence from Yasuo Noshiro) "Shop Online" hypertext link; Seattle Support Group Home Page, <a href="http://www.ssgp.com">www.ssgp.com</a> |
| DR000051-54      | "Welcome to 1stSoftware" hypertext link (" <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=1285&amp;SP=10007&amp;CID=0">ca</a> " href= <a href="http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=1285&amp;SP=10007&amp;CID=0">http://www.digitalriver.com/dr/v2/ec_MAIN.Entry?SID=1285&amp;SP=10007&amp;CID=0</a> " GATEOFF<b><font size=+2>Welcome to 1stSoftware</font></b></a>")  |
| DR000055-62      | QFX Home Page, <a href="http://web.archive.org/web/19970707093153/www.qfx.com/fmain.html">http://web.archive.org/web/19970707093153/www.qfx.com/fmain.html</a> ;   |
| DR000063-64      | IMSI/Digital River Online Store for Masterclips Products Software Superstore linked to <a href="http://www.masterclips.com">www.masterclips.com</a> , dated December 16, 1997;   |
| DR000065         | Letter from Digital River to Kathy Haynes of Traveling Software, dated September 11, 1997  |
| DR000066-72      | Digital River Proposal Summary, April 29, 1998   |
| DR000073-79      | Digital River, Inc., Initiating Coverage of Emerging Software E-Business Franchise, September 8, 1998  |
| DR000080-86      | Facsimile from Andrea Rizzo of Bitstream, Inc., dated January 24, 1997;  |
| DR000087-88      | 1st Software, <a href="http://www3.digitalriver.com/cgi-bin/A1&amp;UserReference=88DE7EC7E9B8083A">http://www3.digitalriver.com/cgi-bin/A1&amp;UserReference=88DE7EC7E9B8083A</a>  |
| DR000091         | DTP Direct Software Store, <a href="https://www.digitalriver.com/dr...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl">https://www.digitalriver.com/dr...c_MAIN.Entry?SP=10039&amp;PN=1&amp;sl</a>   |
| DR000112         | DTP Direct, <a href="http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home/qry?1d=1020&amp;level=">http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home/qry?1d=1020&amp;level=</a>  |
| DR001247         | <a href="http://www.digitalriver.com/dr/v2/...IN.Entry?SP=10023&amp;PN=1&amp;V1=101760">http://www.digitalriver.com/dr/v2/...IN.Entry?SP=10023&amp;PN=1&amp;V1=101760</a>  |
| DR004245-66      | Electronic Software Distribution Agreement between Digital River and Bitstream dated 8/15/1996   |
| DR004319-4390    | Digital River Information Kit  |
| DR006649-86      | Digital River Manual   |
| DR010603-668     | SID for client Miramar Systems, Inc.   |

| Production Range             | Document Description   |
|------------------------------|--|
| DR015751                     | (http://www3.digitalriver.com/cgibin/Tango.cgi/digitalriver/edgepub/welcome.qry)   |
| DR020765                     | Site ID for client Fore Front Group, Inc.  |
| DR022396                     | DTP Direct, https://www.digitalriver.com/dr/v2/ec_MAIN.Entry1?SP=10039&PN=1  |
| DR023058                     | http://www3.digitalriver.com/di...&item=LP1-5000-A1&Version=WIN95  |
| DR023059                     | http://www3.digitalriver.com/di...E05E&function=form&order=113646  |
| DR023202                     | DTP Direct, http://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&PN=1&s1=   |
| DR024360                     | DTP Direct, https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&PN=1&s1=;   |
| DR024415                     | DTP Direct, https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&PN=1&s1=  |
| DR024675                     | DTP Direct, https://www.digitalriver.com/dr/v2/ec_MAIN.Entry1?SP=10039&PN=1  |
| DR025142                     | DTP Direct, https://www.digitalriver.com/dr...c_MAIN.Entry9?SP=10039&PN=1&s1=  |
| DR026692, DR026693, DR026694 | Bitstream gif and html files (CD); Digital Frontiers gif, jpg, html, and qry files (CD); OnTrack Data Recovery Services software (CD)                            |
| DR026695-729                 | showing agreement and fax communications between DR and Mitek regarding selling Mitek software on Cyber411, dtpdirect, winsite, 21softwaredrive, and other sites |
| DR026733-36                  | checklist detailing capture procedure  |
| DR026737-57                  | Setting out commission rates for sale of products from software publishers through "3rd Party Hosts," DR, or DTP websites  |
| DR026771-DR033425            | source code stored on DR database for constructing e-commerce supported page   |
| DR034606-07                  | data associated with source page Bitstream stored on DR server.  |
| DR034615-16                  | data associated with source page Digital Frontiers stored on DR server.  |

| Production Range  | Document Description  |
|-------------------|---|
| DR034692-DR034711 | Digital River CD 2011.3.30/digitalriver - tango qry directories from live system backup Nov 1996/bitstream/pics   |
| DR034747-DR034902 | Digital River CD 2011.3.30/digitalriver - tango qry directories from live system backup Nov 1996/dtpdirectcomm  |
| DR034909          | Digital River/Archive/Tango CD Documents/digitalriver - tango qry directories from live system backup Nov 1996/pics/dtp   |
| DR037478-DR037479 | "After clicking on the "Buy Button", the enduser is transferred to a Web store hosted on Digital River's commerce network server ("CNS"), which replicates the look and feel of the client Web site." |
| DR059440-DR059447 | Cyberian Outpost, Inc. Dealer Agreement effective March 30, 1998.   |
| DR074557-074636   | August 11, 1998 Prospectus at 2   |
| DR074637-074669   | Digital River Enhancement Request   |
| DR074670 - 796    | Various documents re Techpool Software  |
| DR074760-074796   | Letter from Todd Frostad to Diana Cox regarding Digital River electronic software distribution business   |
| DR074797 - 937    | Various documents re Monotype   |
| DR239966-67       | "SID" in URL of the Download Warehouse Software Store   |
| DRSSS_4           | Digital River Plans An IPO This Year, St. Paul Pioneer Press (Tuesday, April 28, 1998.  |
| DDR0001932 - 1986 | Microshops Business Plan - 03/1998  |
| DDR0001987 - 2041 | Microshops Business Plan - 03/1998  |
| DDR0002261 - 64   | NexChange AD - Commerce in Content  |
| DDR0003307 - 3361 | Microshops Business Plan - 03/1998  |
| DDR0004916        | Single sheet containing file name information   |
| DDR0004917 - 73   | Microshops Business Plan - 03/1998  |
| DDR0004974 - 84   | Business Plan ProForma.xls Cash Flows   |
| DDR0005094 - 5146 | Microshops Business Plan - 03/1998  |
| DDR0009060 - 9121 | Microshops Business Plan - 03/1998  |
| DDR0009122 - 9132 | Business Plan ProForma.xls Cash Flows   |
| DDR0009136 - 9138 | Spreadsheet regarding Internet Commerce Projections   |
| DDR0009177        | Century Technology Group, LLC   |
| DDR0009178        | Fax from Del Ross to Darren Erez re Microshops Whitepaper Draft   |
| DDR0009184 - 89   | Microshops Processor Drawings   |
| DDR0009389 - 95   | Microshops Summary  |

| Production Range  | Document Description  |
|-------------------|---|
| DDR0009449 - 58   | Microshops Business Plan - 02/1998  |
| DDR0009459 - 70   | Microshops White Paper Draft - 02/1998                                      |
| DDR0009517 - 76   | Microshops Business Plan - 03/1998  |
| DDR0009589 - 9643 | Microshops Business Plan - 03/1998  |
| DDR0009662        | Phase I Pre-Development Budget  |
| DDR0009663 - 65   | Memo from Del to Keith dated 5/6/1998 re Phase I Definition                 |
| DDR0009666 - 69   | Microshops Engine Functionality dated 4/2/1998                              |
| DDR0009673 - 74   | Task List   |
| DDR0009676 - 78   | Microshops Base Case P&L  |
| DDR0009685 - 86   | Microshops - Risks  |
| DDR0009768 - 72   | Microshops Engine Technical Specifications Draft dated 3/5/1998             |
| DDR0011117 - 43   | Nexchange Corporate Financials  |
| DDR0011525 - 47   | Microshops Corporation Financials   |
| DDR0011548 - 74   | Nexchange Corporate Financials  |
| DDR0011905 - 66   | Microshops Business Plan - 03/1998  |
| DDR0012113 - 143  | Nexchange Corporate Financials  |
| DDR0013605 - 15   | Celebrate the Seasons Microshops Project Analysis                           |
| DDR0014911 - 23   | Celebrate the Seasons Microshops Project Analysis                           |
| DDR0018569 - 70   | List of Files   |
| DDR0018586        | Drawing of Microshop Phase I Static Architecture dated 4/15/98              |
| DDR0018587        | Microshop Phase I Site Map dated 4/15/98                                    |
| DDR0018744 - 746  | Microshops Functional Analysis  |
| DDR0018750 - 751  | Microshop Phase I Development Briefing Agenda dated 4/21/98                 |
| DDR0018760        | Scope Definition/Requirements Gathering dated 4/3/98                        |
| DDR0018761        | Flow Chart  |
| DDR0018774 - 775  | Microshops Phase I Development Briefing Agenda dated 4/17/98                |
| DDR0021046 - 048  | Microshops Functional Analysis  |
| DR100007111 -     | Digital River Business Plan, Circa 1997                                     |
| DR100015903       | Digital River, Inc. Dealer Agreement with Tech Squared,                     |
| DR100017197       | August 10, 1997 Email from David Skinner to Maureen Collins,                |
| DR100018865       | June 3, 1997 Email from Maureen Collins to Steve Eller,                     |
| DR100021259       | DTP Direct website in the Digital River SSS, dated August 28, 1997.         |
| DR100022031       | July 9, 1997 Email from Alex Asianov to Maureen Collins,                    |
| HOT00000013       | http://web.archive.org/web/19990921201557/www2.travelnow.com/s/?ejentid=195 |
| HOT0000281-282    | Spreadsheet listing websites  |

| Production Range     | Document Description   |
|----------------------|--|
| HOT0000283-285       | E-mail from Tara Fortner to John Diorio et al. dated 11/24/2003 with attachments   |
| HOT0000358           | TravelNow.com code   |
| MICHAELS000233       | Atlanta Business Chronicle article, "Bringing Retailers to Customers - That's the Aim of Fledgling Atlanta E-commerce Firm." 01/1999 |
| MICHAELS000548 - 549 | Nexchange's Syndicated E-commerce  |
| OVSICE002724 - 30    | Unifying a Large Corporate Website: A Case Study of <a href="http://www.microsoft.com">www.microsoft.com</a>                         |
| TRAVESITE59-270045   | Source code file   |
| TRAVESITE59-270073   | Source code file   |
| TRAVESITE59-270077   | Source code file   |

**Websites:**

- ScheduleMaker, <http://web.archive.org/web/20000303191644/www.craigsystems.com/>
- <http://www.myfullerbrush.com/history.htm>
- <http://www.PhotoBucket.com/>
- <http://meyerweb.com/eric/talks/www6/705/POSTER705.html>
- <http://web.archive.org/web/19970329094335/http://www.viamail.com/>
- <http://web.archive.org/web/19970329094605/http://www.viamail.com/airline/>
- [http://web.archive.org/web/19980415165943/http://www.cgi-resources.com/Programs\\_and\\_Scripts/Perl/Searching/Searching\\_Your\\_Web\\_Site/](http://web.archive.org/web/19980415165943/http://www.cgi-resources.com/Programs_and_Scripts/Perl/Searching/Searching_Your_Web_Site/), dated April 15th, 1998
- Picture of 3 frames from [www.DTPDirect.com](http://www.DTPDirect.com)

**Other:**

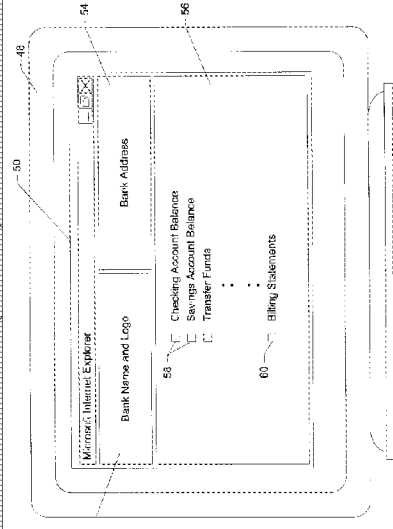
- The Travelocity Legacy Code, folders tp-tcl-1998 and tp-bizsvc-1998, which did not have a Bates Label but were made available for inspection

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| <p><b>Claim No.</b></p>   | <p><b>Claim Language of U.S. Patent No. 6,629,135</b><br/>with a host website;</p>   |
| <p><b>Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278'")</b></p> | <p>52 and the bank's address 54. In addition, the branding indicia might comprise a particular format or stylistic schema, background color or texture, slogans, and so forth." Saliba '278 ¶ 0038.</p> <p>The service center's server 110 runs a branding software module 126, which are stored in program memory 118. The branding module 126 runs atop the operating system 124 during execution in the processing unit 112. The branding module 126 extracts the branding indicia passed from the bank and uses it to create a Web page that appears like the bank's own Web pages. It is noted that the branding module 126 may be integrated as part of the Web server software, rather than executed as a standalone application.</p> <p>Saliba '278 ¶ 0051.</p> <p>As one example, the service center server 110 has an HTML document that contains data fields for holding billing data retrieved locally from the bills database 40 and indicia fields for holding the branding indicia received remotely from the bank. The HTML document is rendered by the customer's browser program to present a UI that appears as though the bank itself presented the billing statements. This is shown in FIG. 3, for example, where the service center server 110 provides an HTML Web page 70 that contains a billing statement list 72 with data from the bills database 40, along with branding indicia 52, 54 received from the bank.</p> <p>Saliba '278 ¶ 0064.</p> |

# EXHIBIT 9A

To

## Peter Kent's Opening Expert Report Regarding the Invalidity of the '135, '572 and '399 Patents

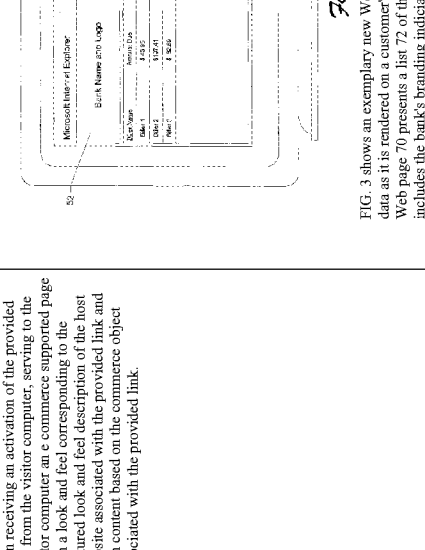
|   |  |
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| <p><b>Claim No.</b></p>   | <p><b>Claim Language of U.S. Patent No. 6,629,135</b><br/>8(b)</p>   |
| <p><b>Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278'")</b></p> | <p>providing the host website with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object; and</p>  <p>The diagram shows a browser window titled "Microsoft Internet Explorer" with a "Bank Name and Logo" field (58) and a "Bank Address" field (48). Below these are several menu items: "Checking Account Balance" (56), "Savings Account Balance", "Transfer Funds", and "Billing Statements" (60). A dashed box (54) encloses the menu items, and a larger dashed box (50) encloses the entire browser content area. A label "Fig. 2" is placed to the right of the diagram.</p> <p>"Upon activating the 'Billing Statements' option 60, the bank's Web server links to the service center's server without exposing this transfer to the customer. The customer still believes that he/she is connected to and communicating with the bank's Web site 44. A new Web page that incorporates the customer's bills is then presented to the customer." Saliba '278 ¶ 0040.</p> <p>At step 148 in FIG. 6, the service center server 110 offers a set of bill management and payment options to the customer. The customer may</p> |

Based upon the Court's claim construction order (DI 309), the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the U.S. Patent Application 09/995,278 by Saliba anticipates and/or renders obvious, alone or in combination with other prior art, the asserted claims as described in part below.

|                         |   |   |
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| <p><b>Claim No.</b></p> | <p><b>Claim Language of U.S. Patent No. 6,629,135</b></p>   | <p><b>Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278'")</b></p>   |
| <p>8</p>                | <p>An e commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e commerce support pages, comprising the steps of:</p> | <p>"This invention relates to electronic financial systems for the Internet. More particularly, this invention relates to systems and methods for presenting electronic bills to customers of a financial institution, such as a bank." Saliba, '278 ¶ 0002.</p> <p>According to one aspect of this invention, the financial institution has a Web server to support its Web site. The server presents a home page that allows its customers to select different services, such as examining a checking or savings account balance, or conducting a funds transfer. These services are supported locally at the financial institution's Web site. The home page also offers, however, an option to view customer-specific data, such as the customer's personal billing statements that are collected from a variety of different billers (e.g., phone bill, gas bill, cable TV bill, etc.).</p> <p>Saliba '278 ¶ 0009.</p> <p>At step 148 in FIG. 6, the service center server 110 offers a set of bill management and payment options to the customer. The customer may elect to examine the billing statements in detail by clicking on a particular bill in the list. The server 110 provides a new HTML page showing the billing statement framed within the bank's branding indicia, as shown in FIG. 4. The customer may further elect to pay all of the bill, part of it, or none of it. The customer may challenge part, or enter into a dialog with customer service.</p> <p>Saliba '278 ¶ 0065.</p> <p>"The home page 50 includes various branding indicia, such as the bank's name and logo</p> |
| <p>8(a)</p>             | <p>capturing a look and feel description associated</p>   | <p>Saliba '278 ¶ 0065.</p>  |

<sup>1</sup> Unless noted, all citations in this chart are to United States Patent Application 09/995,278 by Bassam A. Saliba, et al. (filed November 26, 2001). (DFND10000295-314)



|                         |   |  |
|-------------------------|---|--|
| <p><b>Claim No.</b></p> | <p><b>Claim Language of U.S. Patent No. 6,629,135</b></p> | <p><b>Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")</b></p> <p>elect to examine the billing statements in detail by clicking on a particular bill in the list. The server 110 provides a new HTML page showing the billing statement framed within the bank's branding indicia, as shown in FIG. 4. The customer may further elect to pay all of the bill, part of it, or none of it. The customer may challenge part, or enter into a dialog with customer service.</p> <p>Saliba '278 ¶ 0065.</p>  <p>FIG. 3 shows an exemplary new Web page 70, which displays the billing data as it is rendered on a customer's home computer monitor 48. The Web page 70 presents a list 72 of the customer's bills. The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have been provided by the bank's Web site 44, while the identity of the service center 24 is veiled, to lead the customer to believe that the billing data is provided by the financial institution rather than the service center. At this point, the customer may open any particular bill, review the itemized purchases, the amount due, and due date.</p> <p>Saliba '278 ¶ 0041.</p> |
|-------------------------|---|--|

Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the U.S. Patent Application 09/995,278 by Saliba anticipates and/or renders obvious, alone or in combination with other prior art, the asserted claims as described in part below.

|                         |  |  |
|-------------------------|--|--|
| <p><b>Claim No.</b></p> | <p><b>Claim Language of U.S. Patent No. 6,993,572</b></p>  | <p><b>Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")</b></p> <p>"This invention relates to electronic financial systems for the Internet. More particularly, this invention relates to systems and methods for presenting electronic bills to customers of a financial institution, such as a bank." Saliba '278 ¶ 0002.</p> <p>According to one aspect of this invention, the financial institution has a Web server to support its Web site. The server presents a home page that allows its customers to select different services, such as examining a checking or savings account balance, or conducting a funds transfer. These services are supported locally at the financial institution's Web site. The home page also offers, however, an option to view customer-specific data, such as the customer's personal billing statements that are collected from a variety of different billers (e.g., phone bill, gas bill, cable TV bill, etc.).</p> <p>Saliba '278 ¶ 0009.</p> <p>At step 148 in FIG. 6, the service center server 110 offers a set of bill management and payment options to the customer. The customer may elect to examine the billing statements in detail by clicking on a particular bill in the list. The server 110 provides a new HTML page showing the billing statement framed within the bank's branding indicia, as shown in FIG. 4. The customer may further elect to pay all of the bill, part of it, or none of it. The customer may challenge part, or enter into a dialog with customer service.</p> <p>Saliba '278 ¶ 0065.</p> <p>"The home page 50 includes various branding indicia, such as the bank's name and logo 52 and the bank's address 54. In addition, the branding indicia might comprise a particular format or stylistic schema, background color or texture, slogans, and so forth." Saliba '278 ¶ 0038.</p> |
| <p>13(c)</p>            | <p>a data store, including a look and feel description associated with a host web page having a link correlated with a</p> | <p>Saliba '278 ¶ 0009.</p>   |

<sup>1</sup> Unless noted, all citations in this chart are to United States Patent Application 09/995,278 by Bassam A. Saliba, et al. (filed November 26, 2001). [DFND1000295-0000314]

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")  |
|-----------|--|---|
| 17        | An e-commerce outsourcing process comprising the steps of:   | Saliba '278 ¶ 0041.<br>See 13, <i>supra</i> .   |
| 17(a)     | storing a look and feel description associated with a first website in a data store associated with a second website;  | See 13(a), <i>supra</i> .   |
| 17(b)     | including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and  | See 13(b), <i>supra</i> .   |
| 17(c)     | upon receiving an activation of the link from a visitor computer to which the web page has been served, sending to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link. | See 13(b), <i>supra</i> .   |
| 20        | The process of claim 17 wherein the look and feel description comprises data   | The billing statement 80 has multiple softkeys or buttons 84 that form tabbed navigation points to facilitate quick movement from one section of the bill to another. In this example, there is a "Summary" tab that references the billing page shown in the figure. Activation of a |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")  |
|-----------|---|---|
|           | commerce object; and                        | The service center's server 110 runs a branding software module 126, which are stored in program memory 118. The branding module 126 runs atop the operating system 124 during execution in the processing unit 112. The branding module 126 extracts the branding indicia passed from the bank and uses it to create a Web page that appears like the bank's own Web pages. It is noted that the branding module 126 may be integrated as part of the Web server software, rather than executed as a standalone application.   |
|           |   | Saliba '278 ¶ 0051.<br><br>As one example, the service center server 110 has an HTML document that contains data fields for holding billing data retrieved locally from the bills database 40 and indicia fields for holding the branding indicia received remotely from the bank. The HTML document is rendered by the customer's browser program to present a UI that appears as though the bank itself presented the billing statements. This is shown in FIG. 3, for example, where the service center server 110 provides an HTML Web page 70 that contains a billing statement list 72 with data from the bills database 40, along with branding indicia 52, 54 received from the bank. |
|           |   | Saliba '278 ¶ 0064.   |

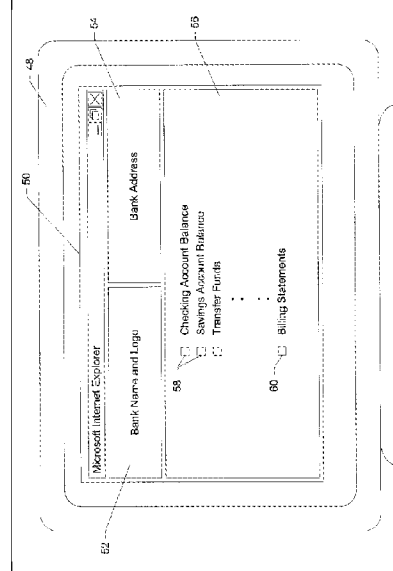
| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278")   |
|-----------|--|--|
| 21        | defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.  | "Details" tab (via a mouse pointer, for example) changes the screen from the summary page to one or more pages itemizing the billing transactions. A "Customer Service" tab switches to a page giving instructions on how to access customer service.<br>Saliba '278 ¶ 0043. |
|           | The process of claim 17 wherein the look and feel description comprises data defining: a) a logo associated with and displayed on at least some of the web pages of the first website; b) a color scheme used on at least some of the web pages of the first website; c) a page layout used on at least some of the web pages of the first website; and d) navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website. |   |

FIG. 3 shows an exemplary new Web page 70, which displays the billing data as it is rendered on a customer's home computer monitor 48. The Web page 70 presents a list 72 of the customer's bills. The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have been provided by the bank's Web site 44, while the identity of the service center 24 is veiled, to lead the customer to believe that the billing data is provided by the financial institution rather than the service center. At this point, the customer may open any particular bill, review the itemized purchases, the amount due, and due date.

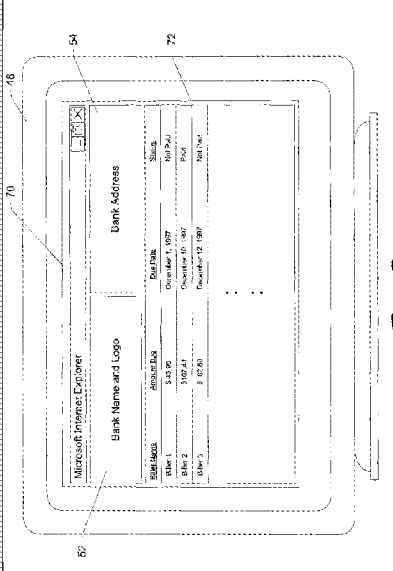
| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278") |
|-----------|---|--|
| 13(b)     | a computer processor coupled to the data store and in communication through the Internet with the host web page and programmed, upon receiving an indication that the link has been activated by a visitor computer in Internet communication with the host web page to the visitor computer with a look and feel description in the data store and with content based on the commerce object associated with the link. |            |

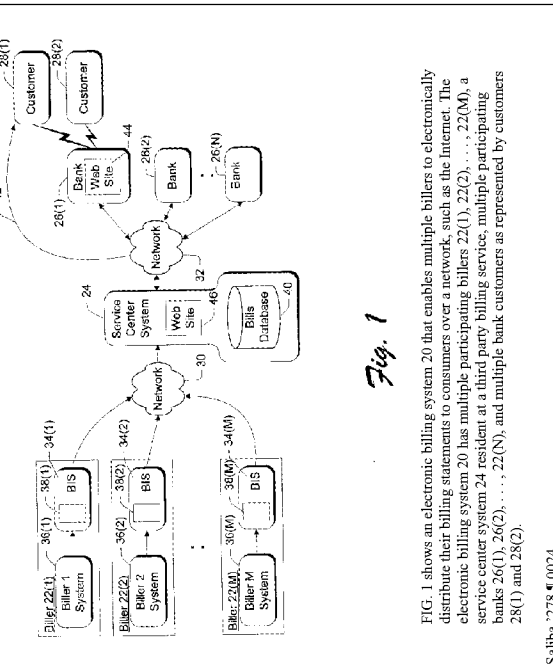
FIG. 3 shows an exemplary new Web page 70, which displays the billing data as it is rendered on a customer's home computer monitor 48. The Web page 70 presents a list 72 of the customer's bills. The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have been provided by the bank's Web site 44, while the identity of the service center 24 is veiled, to lead the customer to believe that the billing data is provided by the financial institution rather than the service center. At this point, the customer may open any particular bill, review the itemized purchases, the amount due, and due date.

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278'")   |
|-----------|---|---|
|           |   | <p>background color or texture, slogans, and so forth." Saliba '278 ¶ 0038.</p> <p>FIG. 3 shows an exemplary new Web page 70, which displays the billing data as it is rendered on a customer's home computer monitor 48. The Web page 70 presents a list 72 of the customer's bills. The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have been provided by the bank's Web site 44, while the identity of the service center 24 is veiled, to lead the customer to believe that the billing data is provided by the financial institution rather than the service center. At this point, the customer may open any particular bill, review the itemized purchases, the amount due, and the date.</p> <p>Saliba '278 ¶ 0041.</p> <p>The billing statement 80 has multiple softkeys or buttons 84 that form tabbed navigation points to facilitate quick movement from one section of the bill to another. In this example, there is a "Summary" tab that references the billing page shown in the figure. Activation of a "Details" tab (via a mouse pointer, for example) changes the screen from the summary page to one or more pages itemizing the billing transactions. A "Customer Service" tab switches to a page giving instructions on how to access customer service.</p> <p>Saliba '278 ¶ 0043.</p> |

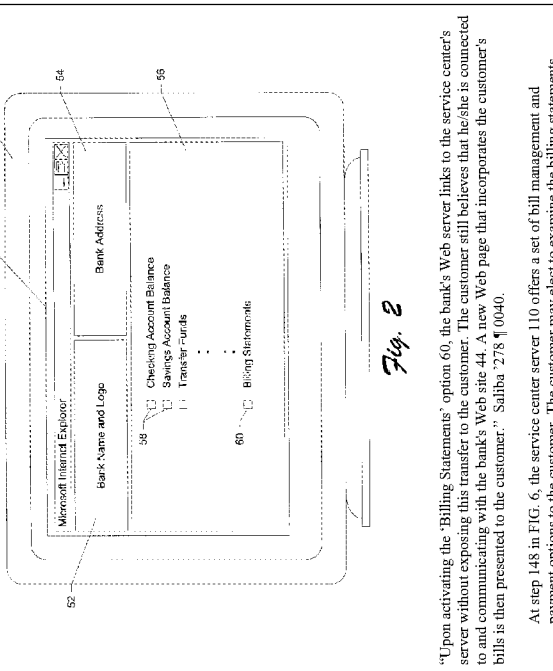
Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the U.S. Patent Application 09/995,278 by Saliba anticipates and/or renders obvious, alone or in combination with other prior art, the asserted claims as described in part below.

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278'")   |
|-----------|--|---|
| 1         | A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:                  | <p>"This invention relates to electronic financial systems for the Internet. More particularly, this invention relates to systems and methods for presenting electronic bills to customers of a financial institution, such as a bank." Saliba '278 ¶ 0002.</p> <p>According to one aspect of this invention, the financial institution has a Web server to support its Web site. The server presents a home page that allows its customers to select different services, such as examining a checking or savings account balance, or conducting a funds transfer. These services are supported locally at the financial institution's Web site. The home page also offers, however, an option to view customer-specific data, such as the customer's personal billing statements that are collected from a variety of different billers (e.g., phone bill, gas bill, cable TV bill, etc.).</p> <p>Saliba '278 ¶ 0009.</p> <p>At step 148 in FIG. 6, the service center server 110 offers a set of bill management and payment options to the customer. The customer may elect to examine the billing statements in detail by clicking on a particular bill in the list. The server 110 provides a new HTML page showing the billing statement framed within the bank's branding indicia, as shown in FIG. 4. The customer may further elect to pay all of the bill, part of it, or none of it. The customer may challenge part, or enter into a dialog with customer service.</p> <p>Saliba '278 ¶ 0065.</p> <p>"Accordingly, when the customer activates the option on the financial institution's home page for viewing the customer-specific data, the financial institution's Web server links to the third party's server to access the customer-specific data without exposing this transfer to the customer." Saliba '278 ¶ 0010.</p> |
| 1(a)      | automatically at a server of the outsource provider, in response to activation, by a web browser of a computer user, of a link |   |

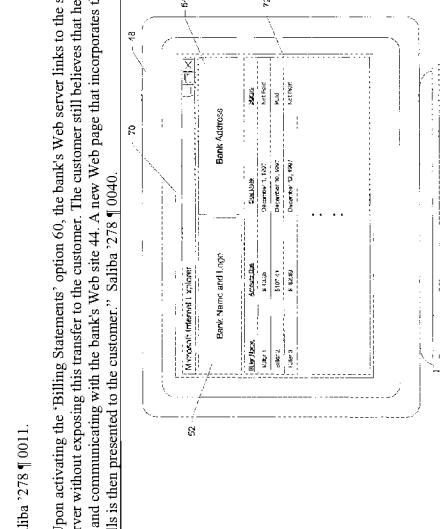
<sup>1</sup> Unless noted, all citations in this chart are to United States Patent Application 09/995,278 by Bassam A. Saliba, et al. (filed November 26, 2001). [DFND10000295-0000314]

|   |  |  |
|---|--|--|
| <p>Claim No.<br/>1(d)(i)</p>  | <p>Claim Language of U.S. Patent No. 7,818,399 wherein each of the first web pages belongs to one of a plurality of web page owners;</p> | <p>Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278'")</p> |
|  <p style="text-align: center;"><b>Fig. 1</b></p> <p>FIG. 1 shows an electronic billing system 20 that enables multiple billers to electronically distribute their billing statements to consumers over a network, such as the Internet. The electronic billing system 20 has multiple participating billers 22(1), 22(2), . . . , 22(M), a service center system 24 resident at a third party billing service, multiple participating banks 26(1), 26(2), . . . , 22(N), and multiple bank customers as represented by customers 28(1) and 28(2).</p> <p style="text-align: right;">Saliba '278 ¶ 0024.</p> |  |  |

|                  |  |   |
|------------------|--|---|
| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399 displayed by one of a plurality of first web pages, recognizing as the source page the one of the first web pages on which the link has been activated;</p> | <p>Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278'")</p> <p>According to one implementation for a low level of integration, the financial institution's server hands off the customer to the third party's server by addressing the third party's own URL (universal resource locator). The financial institution's server sends along its own identity, some branding indicia (e.g., logo, background, color), and a customer ID. The third party's server uses the customer ID to retrieve the data belonging to the customer. The third party's server then employs the bank's ID and branding indicia to present the data in a Web page that is formatted, branded, and styled to resemble the financial institution's own Web pages.</p> <p>Saliba '278 ¶ 0011.</p> <p>Upon activating the "Billing Statements" option 60, the bank's Web server links to the service center's server without exposing this transfer to the customer. The customer still believes that he/she is connected to and communicating with the bank's Web site 44. A new Web page that incorporates the customer's bills is then presented to the customer.</p> <p>Saliba '278 ¶ 0040.</p> <p>"The two servers are loosely coupled via a data connection 128. This data connection may be as simple as a handoff from the bank server 90 to the service center server 110 as a result of following a link presented on the bank's Web page." Saliba '278 ¶ 0052.</p> <p>The banks and service center can enter into various levels of integration, ranging from a low level of integration in which the banks' Web sites provide links to the service centers' Web site to a high level of integration in which the banks and service center communicate over secure connections using the Open Financial Exchange (OFEX) protocol to exchange financial data.</p> <p>Saliba '278 ¶ 0053.</p> <p>FIG. 6 shows a method for implementing the low level of integration between the bank and the service center. The process begins at step 130 when a customer activates the "Billing Statements" option 60 in the bank's home page 50 (FIG. 2). In response to this activation,</p> |
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|   |  |  |
|---|--|--|
| <p>Claim No.<br/>1(d)(ii)</p>   | <p>Claim Language of U.S. Patent No. 7,818,399 wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and</p> | <p>Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278'")</p> |
|  <p style="text-align: center;"><b>Fig. 2</b></p> <p>"Upon activating the "Billing Statements" option 60, the bank's Web server links to the service center's server without exposing this transfer to the customer. The customer still believes that he/she is connected to and communicating with the bank's Web site 44. A new Web page that incorporates the customer's bills is then presented to the customer." Saliba '278 ¶ 0040.</p> <p>At step 148 in FIG. 6, the service center server 110 offers a set of bill management and payment options to the customer. The customer may elect to examine the billing statements</p> |  |  |

|                  |  |  |
|------------------|--|--|
| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278'")</p> <p>the bank server 90 addresses the URL (universal resource locator) of the service center Web site 46 (step 132). The bank's server 90 attaches its ID to the URL address (step 134). At the simplest level, the bank only submits its ID, as follows:</p> <p>SCSite.com?from=Bank1</p> <p>where "SCSite.com" is the URL for the service center site, the tag "from=bank1" indicates that the customer is being forwarded from bank 1. The service center inserts the appropriate bank's name when presenting the customer's bills. At this basic level, the customer may be asked to log on or enter some sort of ID. Since this may be the second time the customer is asked for such information, it would be advantageous to provide more information in the transfer, including the customer ID (described below).</p> <p>Saliba '278 ¶ 0054-56.</p> <p>At step 142 in FIG. 6, the service center's server 110 extracts the bank's ID, any branding indicia, and the customer ID token. The service center's server 110 uses the customer ID in the token to locate and retrieve the customer's personal billing statements (step 144). The service center's server 110 then uses the branding indicia to create a user interface (UI) that presents a list of the customer's billing statements under the guise of the bank's guise (step 146).</p> <p>Saliba '278 ¶ 0063.</p> |
|------------------|--|--|

|           |   |   |
|-----------|---|---|
| Claim No. | Claim Language of U.S. Patent No. 7,818,399 includes:   | Relevant Disclosure in United States Patent Application 09/995,278 by Salbia ("Salbia '278")<br>third party's server uses the customer ID to retrieve the data belonging to the customer. The third party's server then employs the bank's ID and branding indicia to present the data in a Web page that is formatted, branded, and styled to resemble the financial institution's own Web pages. In this manner, the data is presented in such a way that the customer is led to believe that the financial institution is still sponsoring the customer-specific data rather than the third party."<br><br>Salbia '278 ¶ 0011.<br><br>"Upon activating the 'Billing Statements' option 60, the bank's Web server links to the service center's server without exposing this transfer to the customer. The customer still believes that he/she is connected to and communicating with the bank's Web site 44. A new Web page that incorporates the customer's bills is then presented to the customer." Salbia '278 ¶ 0040. |
| 1(c)(i)   | (i) information associated with the commerce object associated with the link that has been activated, and |    |

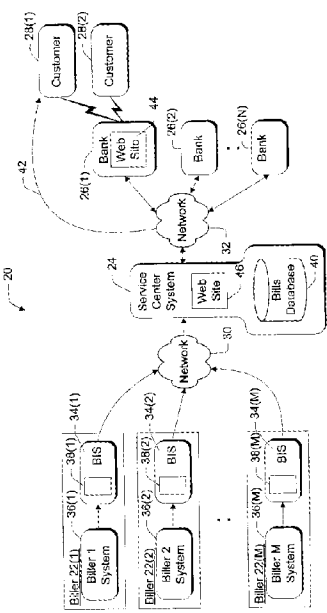
|           |  |  |
|-----------|--|--|
| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in United States Patent Application 09/995,278 by Salbia ("Salbia '278")<br>in detail by clicking on a particular bill in the list. The server 110 provides a new HTML page showing the billing statement framed within the bank's branding indicia, as shown in FIG. 4. The customer may further elect to pay all of the bill, part of it, or none of it. The customer may challenge part, or enter into a dialog with customer service.<br><br>Salbia '278 ¶ 0065. |
| 1(a)(iii) | wherein the selected merchant, the outsource provider, and the owner of the first web page are each third parties with respect to one other; |    |

Fig. 1

FIG. 1 shows an electronic billing system 20 that enables multiple billers to electronically distribute their billing statements to consumers over a network, such as the Internet. The

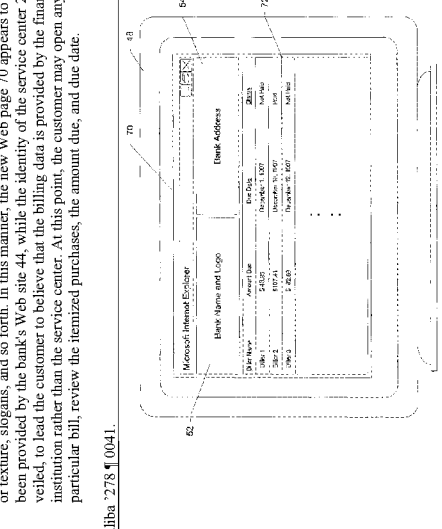
|           |   |  |
|-----------|---|--|
| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in United States Patent Application 09/995,278 by Salbia ("Salbia '278")<br><br>FIG. 3 shows an exemplary new Web page 70, which displays the billing data as it is rendered on a customer's home computer monitor 48. The Web page 70 presents a list 72 of the customer's bills. The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have been provided by the bank's Web site 44, while the identity of the service center 24 is veiled, to lead the customer to believe that the billing data is provided by the financial institution rather than the service center. At this point, the customer may open any particular bill, review the itemized purchases, the amount due, and due date.<br><br>Salbia '278 ¶ 0041. |
| 1(c)(ii)  | (ii) a plurality of visually perceptible elements derived from the retrieved pre-stored data and visually corresponding to the source page. |   |

Fig. 3

FIG. 3 shows an exemplary new Web page 70, which displays the billing data as it is rendered on a customer's home computer monitor 48. The Web page 70 presents a list 72 of the customer's bills. The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth." Salbia '278 ¶ 0041.

The service center's server 110 runs a branding software module 126, which are stored in program memory 118. The branding module 126 runs atop the operating system 124 during execution in the processing unit 112. The branding module 126 extracts the branding indicia passed from the bank and uses it to create a Web page that appears like the bank's own Web pages. It is noted that the branding module 126 may be integrated as part of the Web server software, rather than executed as a standalone application.  
  
Salbia '278 ¶ 0051.  
  
As one example, the service center server 110 has an HTML document that contains data fields for holding billing data retrieved locally from the bills database 40 and indicia fields for holding the branding indicia received remotely from the bank. The HTML document is rendered by the customer's browser program to present a UI that appears as though the bank itself presented the billing statements. This is shown in FIG. 3, for example, where the service center server 110 provides an HTML Web page 70 that contains a billing statement list 72 with data from the bills database 40, along with branding indicia 52, 54 received from the bank.  
  
Salbia '278 ¶ 0064.  
  
"According to one implementation for a low level of integration, the financial institution's server hands off the customer to the third party's server by addressing the third party's site URL (universal resource locator). The financial institution's server sends along its own identity, some branding indicia (e.g., logo, background, color), and a customer ID. The

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278'") |
|-----------|--|---|
| 19(a)     | provider serving web pages offering commercial opportunities, the system comprising:<br>(a) a computer store containing data, for each of a plurality of first web pages, defining a plurality of visually perceptible elements, which visually perceptible elements correspond to the plurality of first web pages; (b) wherein each of the first web pages belongs to one of a plurality of web page owners; (c) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and (d) wherein the selected merchant, the outsource provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other. | See 1(a)-(b), <i>supra</i> .  |
| 19(b)     | (b) a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to: (i) receive   | See 1(c)-(c), <i>supra</i> .  |

| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278'")  |
|-----------|---|--|
| 3         | The method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page. | FIG. 3 shows an exemplary new Web page 70, which displays the billing data as it is rendered on a customer's home computer monitor 48. The Web page 70 presents a list 72 of the customer's bills. The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have been provided by the bank's Web site 44, while the identity of the service center 24 is veiled, to lead the customer to believe that the billing data is provided by the financial institution rather than the service center. At this point, the customer may open any particular bill, review the itemized purchases, the amount due, and due date.<br><br>Saliba '278 ¶ 0041.<br><br>The billing statement 80 has multiple softkeys or buttons 84 that form tabbed navigation points to facilitate quick movement from one section of the bill to another. In this example, there is a "Summary" tab that references the billing page shown in the figure. Activation of a "Details" tab (via a mouse pointer, for example) changes the screen from the summary page to one or more pages itemizing the billing transactions. A "Customer Service" tab switches to a page giving instructions on how to access customer service.<br><br>Saliba '278 ¶ 0043. |

| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in United States Patent Application 09/995,278 by Saliba ("Saliba '278'")   |
|-----------|---|---|
| 7         | The method of claim 1 wherein the commerce object associated with the link that has been activated comprises information defining an electronic catalog having a multitude of merchant offerings, and wherein the second web page contains one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog. | FIG. 3 shows an exemplary new Web page 70, which displays the billing data as it is rendered on a customer's home computer monitor 48. The Web page 70 presents a list 72 of the customer's bills. The page 70 also includes the bank's branding indicia, such as the bank's name and logo 52, bank's address 54, format or stylistic schema, background color or texture, slogans, and so forth. In this manner, the new Web page 70 appears to have been provided by the bank's Web site 44, while the identity of the service center 24 is veiled, to lead the customer to believe that the billing data is provided by the financial institution rather than the service center. At this point, the customer may open any particular bill, review the itemized purchases, the amount due, and due date.<br><br>Saliba '278 ¶ 0041.<br><br>See 1, <i>supra</i> . |

Based upon the Court's claim construction order (DI 309), the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the Sextoy.com Website at www.sextoys.com<sup>3</sup>, (hereinafter "Sextoy") anticipate and/or render obvious, alone or in combination with other prior art, the asserted claims as described in part below.

<http://web.archive.org/web/19990203115316/sextoy.com/cnv/form.html>; and *Banners to Promote your own sextoy site*, <http://web.archive.org/web/19990203082648/sextoy.com/cnv/banner.html>. [DFNDT000994-000989]

*Sextoys sex toys adult xxx ...*, [http://www.sextoy.com/](http://web.archive.org/web/19990219233531/http://www.sextoy.com/) (February 19, 1999 version of sextoy.com as archived by the Internet Archive (see note 4)). [DFNDT000990-000991]

*Promote your own sextoy site*, <http://web.archive.org/web/19990225131500/www.sextoy.com/cnv/cnv.html> (February 25, 1999 version of instructions for creating your own sextoy site as archived by the Internet Archive (see note 4)) and related pages including: *Promote your own sextoy site-Form*, <http://web.archive.org/web/19990225150316/www.sextoy.com/cnv/form.html>. [DFNDT000992-000994]

*Sextoys sex toys adult xxx ...*, [http://www.sextoy.com/](http://web.archive.org/web/19990420062959/http://www.sextoy.com/) (April 20, 1999 version of sextoy.com as archived by the Internet Archive (see note 4)) and related pages including: *Since 1994 the largest, most user-friendly, and most popular sextoy site on the web*, <http://web.archive.org/web/19990420215532/sextoy.com/about.html> ("In 1996 we were the first sextoy site to offer webmasters the opportunity to customize their own sextoy site and receive commission from sales." (emphasis removed)). [DFNDT000995-000997]

*Promote your own sextoy site*, <http://web.archive.org/web/19990421190131/sextoy.com/cnv/cnv.html> (April 21, 1999 version of instructions for creating your own sextoys site as archived by the Internet Archive (see note 4)). [DFNDT000998]

*Sextoys sex toys adult xxx ...*, [http://www.sextoy.com/](http://web.archive.org/web/19990429075920/http://www.sextoy.com/) (April 29, 1999 version of sextoy.com as archived by the Internet Archive (see note 4)). [DFNDT000999-0001000]

*Promote your own sextoy site*, <http://web.archive.org/web/19990502170612/www.sextoy.com/cnv/cnv.html> (May 2, 1999 version of instructions for creating your own sextoy site as archived by the Internet Archive (see note 4)). [DFNDT0001001-0001002]

*Banner.html*, [http://www.sextoyfun.com/cgi-bin/cnv/browse.cgi?102&cnv/banner.html](http://web.archive.org/web/19990910044933/http://www.sextoyfun.com/cgi-bin/cnv/browse.cgi?102&cnv/banner.html) (September 10, 1999 version of Banner.html as archived by the Internet Archive (see note 4)). [DFNDT0001003]

*Convergence, Inc.*, <http://classic-web.archive.org/web/19980204025709/www.wcoo.com/cnv/philo.html>, February 4, 1998 version of www.wcoo.com/cnv/philo.html as archived by the Internet Archive (see note 3)). [DFNDT0001080-0001081]

See also: Transcript, Deposition of David Levine, April 3, 2012

<sup>2</sup> WHOIS Record for sextoy.com, <http://www.networksolutions.com/whois/results.jsp?whoisitem=11> (last visited August 8, 2006) (sextoy.com was first registered on May 2, 1995). [DFNDT0001060-0001061]

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| Claim No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in Sextoy.com Prior Art   |
|-----------|--|---|
| 8         | An e-commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages, comprising the steps of: | <p>The sextoy.com website was an e-commerce outsourcing solution for other companies or individual website operators (hereinafter "host website operator"), which allowed host website operators to sell sex toys over the Internet under their own name with the same look and feel as their own website.</p> <p>David Levine testified that the Sextoy.com affiliate system was a three party e-commerce affiliate program involving an affiliate (or host), a merchant, and the Sextoy.com outsource provider. [Levine, Tr., 21:16-24-20, 26:19-27:10; 156:17-157:8; 159:19-160:17; 161:20-162:22; ]</p> <p>See Also: [DFNDT000945-000946]</p> <p>"Promote your own sextoy site!<br/>We will run the website, process the orders, ship the product, and handle customer service. Then we will pay you 15-20% of gross revenue from the sales you attract."<br/><i>Promote your own sextoy site</i>, <a href="http://web.archive.org/web/19980517004530/sextoy.com/cnv/cnv.html">http://web.archive.org/web/19980517004530/sextoy.com/cnv/cnv.html</a> (emphasis removed)<br/>(May 17, 1998 version of sextoy.com/cnv/cnv.html as archived by the Internet Archive<sup>3</sup>). [DFNDT000945-000946]<sup>4,5</sup></p> |

<sup>3</sup> For more information about the Internet Archive and web pages archived therein, see *Internet Archive Frequently Asked Questions*, <http://www.archive.org/about/faq.php>. [DFNDT0001048-0001049]

<sup>4</sup> Also see Lewis Perdue, *EroticBiz How Sex Shaped the Internet* 5-6 (IdeaWorx 2002), available at <http://www.eroticz.com/> ("Actual profits from an affiliate system had to wait until David Levine built SextoyFun (www.sextoyfun.com) [sic] a substantial but decidedly quirky sex paraphernalia site. Levine said he launched his site in 1994 and began his first affiliate program in the spring of 1996. ... Levine's affiliate program was actually a virtual store service which allowed adult webmasters to set up, customize and brand their own sex toy stores with Levine's operation handling all the billing, fulfillment, shipping and customer service. Then in early 1997, Levine set up a more conventionally structured affiliate system like that used by Amazon and CDNow so webmasters could get referral commissions from the sale of products from his store. While Levine's conventional affiliate system was launched after SportSource and CDNow, his pioneering role was the invention of "e-commerce" an e-commerce business model halfway between traditional affiliate systems and outright emailing.

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## EXHIBIT 10A

To

### Peter Kent's Opening Expert Report Regarding the Invalidity of the '135, '572 and '399 Patents

<sup>1</sup> Also see *Cyber-Sex-Toys Main Menu ...*, [http://www.sextoy.com/](http://web.archive.org/web/19970607065349/http://www.sextoy.com/) (June 7, 1997 version of sextoy.com as archived by the Internet Archive (see note 4)) and related pages including: *Promote your own sextoy site*, <http://web.archive.org/web/19970607065542/www.sextoy.com/yoursite.html>; and *The Agreement*, <http://web.archive.org/web/19970607071136/www.sextoy.com/yoursite/youragreement.html>. [DFNDT000952-000956]

*Cyber-Sex-Toys Main Menu ...*, [http://www.sextoy.com/](http://web.archive.org/web/19970711063329/http://www.sextoy.com/) (July 11, 1997 version of sextoy.com as archived by the Internet Archive (see note 4)) and related pages including: *Promote your own sextoy site*, <http://web.archive.org/web/19970711063513/www.sextoy.com/yoursite.html>; and *The Agreement*, <http://web.archive.org/web/19970711072555/www.sextoy.com/yoursite/youragreement.html>. [DFNDT000957-000961]

*Cyber-Sex-Toys ...*, [http://www.sextoy.com/](http://web.archive.org/web/19971019015131/http://www.sextoy.com/) (October 19, 1997 version of sextoy.com as archived by the Internet Archive (see note 4)) and related pages including: *Promote your own sextoy site*, <http://web.archive.org/web/19971019015325/www.sextoy.com/yoursite.html>; *Banners to Promote your own sextoy site*, <http://web.archive.org/web/19971019020942/www.sextoy.com/yoursite/banner.html>; and *The Agreement*, <http://web.archive.org/web/19971019020936/www.sextoy.com/yoursite/youragreement.html>. [DFNDT000962-000967]

*Cyber-Sex-Toys ...*, [http://www.sextoy.com/](http://web.archive.org/web/19971210191027/http://www.sextoy.com/) (December 10, 1997 version of sextoy.com as archived by the Internet Archive (see note 4)). [DFNDT000968-000969]

*Sextoys sex toys adult xxx ...*, [http://sextoy.com/](http://web.archive.org/web/19981203052736/http://sextoy.com/) (December 3, 1998 version of sextoy.com as archived by the Internet Archive (see note 4)). [DFNDT000970-000971]

*Free business opportunity to make money from commission with xxx adult sextoys*, <http://web.archive.org/web/1998120304933/www.sextoyfun.com> (December 5, 1998 version of instructions for creating your own sextoys site as archived by the Internet Archive (see note 4)). [DFNDT000972-000973]

*Sextoys sex toys adult xxx ...*, [http://www.sextoy.com/](http://web.archive.org/web/19981203071712/http://www.sextoy.com/) (December 7, 1998 version of sextoy.com as archived by the Internet Archive (see note 4)). [DFNDT000974-000975]

*Sextoys sex toys adult xxx ...*, [http://sextoy.com/](http://web.archive.org/web/19990125091930/http://sextoy.com/) (January 25, 1999 version of sextoy.com as archived by the Internet Archive (see note 4)). [DFNDT000980-000981]

*Sextoys sex toys adult xxx ...*, [http://sextoy.com/](http://web.archive.org/web/19990128003853/http://sextoy.com/) (January 28, 1999 version of sextoy.com as archived by the Internet Archive (see note 4)). [DFNDT000982-000983]

*Promote your own sextoy site*, <http://web.archive.org/web/19990203092949/sextoy.com/cnv/cnv.html> (February 3, 1999 version of instructions for creating your own sextoys site as archived by the Internet Archive (see note 4)) and related pages including: *Promote your own sextoy site-Form*,

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| Claim No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in Sextoy.com Prior Art  |
|-----------|--|--|
|           | David Levine testified that at least by 1997, the look and feel elements associated with an affiliate website could be entered into the Sextoy.com system by a party other than the host, i.e., by using the Sextoy.com admin page. [Levine, Tr., 131:16-135:3]  | David Levine testified that at least by 1997, the look and feel elements associated with an affiliate website could be entered into the Sextoy.com system by a party other than the host, i.e., by using the Sextoy.com admin page. [Levine, Tr., 131:16-135:3]  |
|           | David Levine also testified that the Sextoy.com system was designed such that look and feel elements of a host website, such as graphics or images, could be retrieved from affiliate servers by the HTML stored on the Sextoy.com servers. [Levine, Tr., 47:11-50:11]   | David Levine also testified that the Sextoy.com system was designed such that look and feel elements of a host website, such as graphics or images, could be retrieved from affiliate servers by the HTML stored on the Sextoy.com servers. [Levine, Tr., 47:11-50:11]   |
|           | See Also: [DFNDT000945-000946]   | See Also: [DFNDT000945-000946]   |
|           | "To get started as soon as possible, please email the information below to us now dmi@sextoy.com. Or you can fax it to (617) 666-3421."  | "To get started as soon as possible, please email the information below to us now dmi@sextoy.com. Or you can fax it to (617) 666-3421."  |
|           | <i>Promote your own sextoy site</i> , May 17, 1998 version (emphasis removed). [DFNDT000945-000946]  | <i>Promote your own sextoy site</i> , May 17, 1998 version (emphasis removed). [DFNDT000945-000946]  |
|           | "What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located."  | "What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located."  |
|           | What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.  | What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.  |
|           | <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://____/">http://web.archive.org/web/19980517004530/http://____/</a> (Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF"; LINK="#FF0000" VLINK="#FF00FF"</li> </ul> | <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://____/">http://web.archive.org/web/19980517004530/http://____/</a> (Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF"; LINK="#FF0000" VLINK="#FF00FF"</li> </ul> |

| Claim No. | Claim Language of U.S. Patent No. 6,629,135   | Relevant Disclosure in Sextoy.com Prior Art   |
|-----------|---|---|
|           | "We have been drop shipping sextoys from web-generated orders since February 1995. Thanks to our huge selection, user-friendly web site, great prices, quick  | "We have been drop shipping sextoys from web-generated orders since February 1995. Thanks to our huge selection, user-friendly web site, great prices, quick  |
|           | ... [T]he v-commerce operation pioneered by Levine offers ... [a] central e-supplier provid[ing] an online "catalog" from which the v-commerce affiliate can select. Each product selected by the affiliate goes into a cookie-cutter web page supplied by the mother site which offers a number of different pre-programmed and customizable styles from which to select.  | ... [T]he v-commerce operation pioneered by Levine offers ... [a] central e-supplier provid[ing] an online "catalog" from which the v-commerce affiliate can select. Each product selected by the affiliate goes into a cookie-cutter web page supplied by the mother site which offers a number of different pre-programmed and customizable styles from which to select.  |
|           | When an order is placed in the affiliate's store, the mother site then works in the background, handling everything else from order taking and payments to shipping customer service and returns -- all within an e-commerce environment that looks just like the whole process is run by the affiliate.  | When an order is placed in the affiliate's store, the mother site then works in the background, handling everything else from order taking and payments to shipping customer service and returns -- all within an e-commerce environment that looks just like the whole process is run by the affiliate.  |
|           | Building upon the adult industry's experience, v-commerce was discovered by the non-adult market in 1998 when venture capitalists funded more than a dozen start-ups including vcommerce.com (born as Vstore) which backed by more than \$54 million in venture capital, is the non-adult patriarch in this field. ...  | Building upon the adult industry's experience, v-commerce was discovered by the non-adult market in 1998 when venture capitalists funded more than a dozen start-ups including vcommerce.com (born as Vstore) which backed by more than \$54 million in venture capital, is the non-adult patriarch in this field. ...  |
|           | By early 2001, most other non-adult v-commerce operations had burned through their venture capital and were either out of business (Affinia.com, Nexchange), hanging on by a thread (Tomomy, Vitessa) or trying to re-invent themselves into another category that would attract more venture capital. (leslar.com reborn as pop2it, a so-called "contextual commerce technology company.")   | By early 2001, most other non-adult v-commerce operations had burned through their venture capital and were either out of business (Affinia.com, Nexchange), hanging on by a thread (Tomomy, Vitessa) or trying to re-invent themselves into another category that would attract more venture capital. (leslar.com reborn as pop2it, a so-called "contextual commerce technology company.")   |
|           | Thanks to the product affiliate sales system he invented, Levine has succeeded in making a profit from commerce on the Internet -- something that has eluded hundreds of venture-financed retailers who have collectively poured billions of investment dollars down a very large and seemingly insatiable cyber-rathole. Significantly, Levine has been profitable from his first few months on the Web. Amazon and other are still scrambling to get out of the loss columns." (this article is referring to sextoy.com, not sextoyfun.com; David Levine began an affiliate program on sextoy.com in 1996) [DFNDT0001048-0001050]; also see <i>WHOWIS Record for sextoyfun.com</i> <a href="http://www.networksolutions.com/whowis/results.jsp?whowisid=13">http://www.networksolutions.com/whowis/results.jsp?whowisid=13</a> (last visited August 8, 2006) (sextoyfun.com was first registered on September 9, 1998) [DFNDT0001065-0001068] | Thanks to the product affiliate sales system he invented, Levine has succeeded in making a profit from commerce on the Internet -- something that has eluded hundreds of venture-financed retailers who have collectively poured billions of investment dollars down a very large and seemingly insatiable cyber-rathole. Significantly, Levine has been profitable from his first few months on the Web. Amazon and other are still scrambling to get out of the loss columns." (this article is referring to sextoy.com, not sextoyfun.com; David Levine began an affiliate program on sextoy.com in 1996) [DFNDT0001048-0001050]; also see <i>WHOWIS Record for sextoyfun.com</i> <a href="http://www.networksolutions.com/whowis/results.jsp?whowisid=13">http://www.networksolutions.com/whowis/results.jsp?whowisid=13</a> (last visited August 8, 2006) (sextoyfun.com was first registered on September 9, 1998) [DFNDT0001065-0001068] |
|           | § Also see <i>David Levine</i> , <a href="http://www.davelevine.com">http://www.davelevine.com</a> (last visited on August 11, 2006) ("[T]he idea was to take orders on the web and then forward the orders to companies who would drop ship the products to my customers. My goal was (and still is) to build a billion dollar company with no employees, no corporate office, and no inventory. I named my business Convergence, Inc. I started Wicked Cool Mail and opened stores selling lobsters, sneakers, watches, paintings, t-shirts, etc. Eventually I decided I could make more money focusing on one product niche rather than many different stores in a mall. Since SEXTOY.com had the most sales, highest profit margins, and biggest traffic I decided to become the king of sex toys.  | § Also see <i>David Levine</i> , <a href="http://www.davelevine.com">http://www.davelevine.com</a> (last visited on August 11, 2006) ("[T]he idea was to take orders on the web and then forward the orders to companies who would drop ship the products to my customers. My goal was (and still is) to build a billion dollar company with no employees, no corporate office, and no inventory. I named my business Convergence, Inc. I started Wicked Cool Mail and opened stores selling lobsters, sneakers, watches, paintings, t-shirts, etc. Eventually I decided I could make more money focusing on one product niche rather than many different stores in a mall. Since SEXTOY.com had the most sales, highest profit margins, and biggest traffic I decided to become the king of sex toys.  |
|           | In 1996, I started the first affiliate program for adult products. An affiliate program allows anyone to sign up and get their own sextoy site for free. They can make the site look like their own, but we handle the orders and fulfillment [sic] and then send the affiliate a commission check each month for the sales in their store." [DFNDT0001078-0001079]   | In 1996, I started the first affiliate program for adult products. An affiliate program allows anyone to sign up and get their own sextoy site for free. They can make the site look like their own, but we handle the orders and fulfillment [sic] and then send the affiliate a commission check each month for the sales in their store." [DFNDT0001078-0001079]   |

| Claim No. | Claim Language of U.S. Patent No. 6,629,135   | Relevant Disclosure in Sextoy.com Prior Art   |
|-----------|---|---|
|           | ALINK="#FF0000"). Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.   | ALINK="#FF0000"). Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.   |
|           | <i>Promote your own sextoy site</i> , May 17, 1998 version (emphasis removed). [DFNDT000945-000946]   | <i>Promote your own sextoy site</i> , May 17, 1998 version (emphasis removed). [DFNDT000945-000946]   |
| 8(b)      | providing the host website with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object; and  | David Levine testified that as early as 1996 the Sextoy.com affiliate system provided the host website with a link (i.e., a URL) correlating the host website with a selected commerce object, i.e., a specific product or a product page. [Levine, Tr., 55:21-56:19; 68:14-69:9; 80:6-13; 173:24-174:23; 175:14-176:2] |
|           | See also: [DFNDT000945-000946]; [DFNDT000948-000949]  | See also: [DFNDT000945-000946]; [DFNDT000948-000949]  |
|           | "2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your Sextoy site.   | "2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your Sextoy site.   |
|           | 3. All orders that come from your link will be marked and commission of 15%-20% of gross sales paid to you monthly [sic]. (Gross sales include shipping cost which can be a significant portion of total revenue.)"   | 3. All orders that come from your link will be marked and commission of 15%-20% of gross sales paid to you monthly [sic]. (Gross sales include shipping cost which can be a significant portion of total revenue.)"   |
|           | <i>Promote your own sextoy site</i> , May 17, 1998 version (emphasis removed). [DFNDT000945-000946]   | <i>Promote your own sextoy site</i> , May 17, 1998 version (emphasis removed). [DFNDT000945-000946]   |
|           | "If you are linking to our sextoy site, feel free to copy and use these banners. Also, as long as you are using images to promote our sextoy site you can borrow images from your toy site."  | "If you are linking to our sextoy site, feel free to copy and use these banners. Also, as long as you are using images to promote our sextoy site you can borrow images from your toy site."  |
|           | <i>Banners to Promote your own sextoy site</i> , <a href="http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html">http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html</a> (May 17, 1998 version of sextoy.com/cnv/banner.html as archived by the Internet Archive), [DFNDT000948-000949] | <i>Banners to Promote your own sextoy site</i> , <a href="http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html">http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html</a> (May 17, 1998 version of sextoy.com/cnv/banner.html as archived by the Internet Archive), [DFNDT000948-000949] |
| 8(c)      | upon receiving an activation of the provided link   | David Levine testified that as early as 1996 the Sextoy.com system would, in  |

| Claim No. | Claim Language of U.S. Patent No. 6,629,135   | Relevant Disclosure in Sextoy.com Prior Art   |
|-----------|---|---|
|           | customer service, reliable shipping, and easy secure payment options, we consistently out sell any other sextoy sites in cyberspace."   | <i>More information - Promote your own sextoy site</i> , <a href="http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html">http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html</a> (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/moreinfo.html as archived by the Internet Archive"), [DFNDT000947]  |
|           | It is well known to a person skilled in the art at the priority date of the '572 Application that drop shipping is a procedure where a manufacturer, supplier, or distributor ships the product (i.e., a sex toy) to a store's customer. One of the corporate philosophies of Convergence, Inc. the owner and operator of sextoy.com, is "[f]ather than make large investments in overhead or employees, we pay other companies to perform all jobs that are not our core business. ... Outsourcing is not only more efficient but also keeps our organization more nimble. Rather than having large investments that need to be paid off, by outsourcing, more costs become variable. If we decide to make sudden changes in business direction, we don't have to worry about liquidating any previous investments, we can just terminate a relationship we had with a company we were outsourcing to." <i>Convergence, Inc.</i> , February 4, 1998 version (emphasis removed), [DFNDT0001080-0001081] | It is well known to a person skilled in the art at the priority date of the '572 Application that drop shipping is a procedure where a manufacturer, supplier, or distributor ships the product (i.e., a sex toy) to a store's customer. One of the corporate philosophies of Convergence, Inc. the owner and operator of sextoy.com, is "[f]ather than make large investments in overhead or employees, we pay other companies to perform all jobs that are not our core business. ... Outsourcing is not only more efficient but also keeps our organization more nimble. Rather than having large investments that need to be paid off, by outsourcing, more costs become variable. If we decide to make sudden changes in business direction, we don't have to worry about liquidating any previous investments, we can just terminate a relationship we had with a company we were outsourcing to." <i>Convergence, Inc.</i> , February 4, 1998 version (emphasis removed), [DFNDT0001080-0001081] |
|           | Accordingly, it is obvious to a person skilled in the art at the priority date of the '572 Application that Convergence, Inc. did not sell its own products or products it owned. Rather, Convergence, Inc. sold the products of a third party (i.e., the supplier, distributor, or manufacturer) at sextoy.com.  | Accordingly, it is obvious to a person skilled in the art at the priority date of the '572 Application that Convergence, Inc. did not sell its own products or products it owned. Rather, Convergence, Inc. sold the products of a third party (i.e., the supplier, distributor, or manufacturer) at sextoy.com.  |
| 8(a)      | capturing a look and feel description associated with a host website;   | David Levine testified that at least by the time of the upgrade in 1997, Sextoy.com system could store on the Sextoy.com server a look and feel description associated with a host website, including HTML, images and banners. [Levine, Tr., 39:18-43:1; 47:11-49:11; 88:24-89:10; 169:14-170:21; 193:8-194:9]   |

<sup>6</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

<sup>7</sup> Internet Archive Frequently Asked Questions, *supra* note 4.



| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in Sextoy.com Prior Art   |
|-----------|---|---|
|           |   | <ul style="list-style-type: none"> <li>Back To _____ (your site name)</li> <li>Your site address <a href="http://web.archive.org/web/19980517004530/http://_____/">http://web.archive.org/web/19980517004530/http://_____/</a></li> </ul> <p>(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000") Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <p><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i><br/> <i>[DFNDT000945-000946]</i></p> |

| Claim No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in Sextoy.com Prior Art   |
|-----------|--|---|
|           | <p>from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link.</p> | <p>response to the activation of the provided link, serve to the visitor computer a webpage corresponding to the captured look and feel description of the host website and with content based on the commerce object associated with the link.</p> <p>[Levine, Tr., 32:24-35:24; 106:21-107:12; 176:11-178:1; 193:8-194:9]</p> <p>See also: [DFNDT000950-000951]; [DFNDT000945-000946];</p> <p>Upon receiving an activation of the provided link from the visitor computer, Sextoy.com would serve to the visitor computer from a Sextoy.com server, a webpage with content (e.g., a electronic catalog of sex toys).</p> <ul style="list-style-type: none"> <li>Vibrator and Stimulator World - Realistic Cocks, Massagers, Strap-Ons, Vibrating eggs, and more.</li> <li>Toys For Men - Pumps, Vaginas, Cock Rings, Strap-On Penises, Blow job simulators, and more.</li> <li>Bondage Fantasy - Restraints, Body Jewelry, Swings, and more.</li> <li>Butt... Of Course - a Variety of anal stimulators including Inflatable, Ejaculating, and Climax Beads.</li> <li>Pleasure Kits - Special occasion gift kits and variety kits for stimulation.</li> <li>Female, Male, and Animal - Love Dolls. The best selection in cyberspace, and more.</li> <li>Lotious, Creams, and Oils - For lubrication, flavor, massage, desensitization and more.</li> <li>Edible Sex - Edible undies, edible condoms, penis pasta and more.</li> <li>Erotic Garments - Latex and Lingerie for men and women.</li> <li>Videos - Classics and/or Hot action videos.</li> </ul> |

**EXHIBIT 10B**

**To**

**Peter Kent's Opening Expert Report**  
**Regarding the Invalidity of the '135, '572**  
**and '399 Patents**

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in Sextoy.com Prior Art   |
|-----------|---|---|
|           |   | <ul style="list-style-type: none"> <li>Games for fun and intimacy and Books for fun and education.”</li> </ul> <p><i>Sextoys sex toys adult xxx ... May 17, 1998 version (emphasis and links removed).</i><br/> <i>[DFNDT000950-000951]</i></p> <p>As far as the scope of the claimed “look and feel” can be determined, the look and feel of the sextoy website of the host website operator was the same as the host website. Specifically, the host website operator could customize the top, bottom and background of their sextoy website to correspond to the “look and feel” of the host website.</p> <p>“To get started as soon as possible:<br/> Please email the information below to us now <a href="mailto:dmi@sextoy.com">dmi@sextoy.com</a>. Or you can fax it to (617) 666 3421.”</p> <p><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i><br/> <i>[DFNDT000945-000946]</i></p> <p>“What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.</p> <p>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.</p> |

<sup>8</sup> The products and organization of the *Sextoys sex toys adult xxx ...* webpage at [www.sextoy.com](http://www.sextoy.com) was an example of the products and the organization of the sextoy websites of the host website operator. See e.g. *Sex toys*, <http://web.archive.org/web/20000419221609/http://www.bluetrouble.com/sextos/index.html> [Document 29] (April 19, 2000 version of [www.bluetrouble.com/sextos/index.html](http://www.bluetrouble.com/sextos/index.html) as archived by the Internet Archive (See note 3)) (<http://web.archive.org/web/20000408212358/http://www.sextoy.com/> (April 8, 2000 version of [www.sextoy.com](http://www.sextoy.com/) as archived by the Internet Archive (see note 4))); [DFNDT0001075-0001077]



Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in SexToy.com Prior Art   |
|-----------|--|---|
|           | <p>of the sextoy website of the host website operator was the same as the host website. Specifically, the host website operator could customize the top, bottom, and background of their sextoy website to correspond to the "look and feel" of the host website.</p> <p>"To get started as soon as possible:<br/>Please email the information below to us now <a href="mailto:dml@sextoy.com">dml@sextoy.com</a>. Or you can fax it to (617) 666-3421."<br/><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i><br/>[DFNDT000945-000946]</p> <p>"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.</p> <p>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.</p> <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://____/">http://web.archive.org/web/19980517004530/http://____/</a> (Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000")</li> </ul> <p>Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <p><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i><br/>[DFNDT000945-000946]</p> <p>"We have been drop shipping sextoys from web-generated orders since February 1995. Thanks to our huge selection, user-friendly web site, great prices, quick</p> | <p>Relevant Disclosure in SexToy.com Prior Art</p> <p>"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.</p> <p>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.</p> <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://____/">http://web.archive.org/web/19980517004530/http://____/</a> (Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000")</li> </ul> <p>Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <p><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i><br/>[DFNDT000945-000946]</p> <p>David Levine testified that at least by the time of the upgrade in 1997, SexToy.com system could store on the SexToy.com server a look and feel description associated with a host website, including HTML, images and banners. [Levine, Tr., 39:18-43; 47:11-49; 11: 88:24-89:10; 169:14-170:21; 193:3-194:9]</p> <p>A person of ordinary skill in the art would understand that the SexToy.com server would necessarily include "a computer processor coupled to a data store."</p> <p>David Levine testified that as early as 1996 the SexToy.com system would, in response to the activation of the provided link, serve to the visitor computer a composite</p> |

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Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in SexToy.com Prior Art  |
|-----------|--|--|
|           | <p>a computer processor coupled to the data store and in communication through the Internet with the host web page and programmed, upon receiving an indication that the link has been activated by a visitor computer in Internet communication with the host web page, to serve a composite web page to the visitor computer with a look and feel based on the look and feel description in the data store and with content based on the commerce object associated with</p> | <p>Relevant Disclosure in SexToy.com Prior Art</p> <p>David Levine testified that at least by the time of the upgrade in 1997, SexToy.com system could store on the SexToy.com server a look and feel description associated with a host website, including HTML, images and banners. [Levine, Tr., 39:18-43; 47:11-49; 11: 88:24-89:10; 169:14-170:21; 193:3-194:9]</p> <p>A person of ordinary skill in the art would understand that the SexToy.com server would necessarily include "a computer processor coupled to a data store."</p> <p>David Levine testified that as early as 1996 the SexToy.com system would, in response to the activation of the provided link, serve to the visitor computer a composite</p> |

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Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in SexToy.com Prior Art   |
|-----------|--|---|
|           | <p>customer service, reliable shipping, and easy secure payment options, we consistently out-sell any other sextoy sites in cyberspace."</p> <p><i>More information - Promote your own sextoy site, http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/moreinfo.html as archived by the Internet Archive<sup>8</sup>).</i> [DFNDT000947]</p> <p>It is well known to a person skilled in the art at the priority date of the '572 Application that drop shipping is a procedure where a manufacturer, supplier, or distributor ships the product (i.e., a sex toy) to a store's customer. One of the corporate philosophies of Coverage, Inc. the owner and operator of sextoy.com, is "[f]ather than make large investments in overhead or employees, we pay other companies to perform all jobs that are not our core business. ... Outsourcing is not only more efficient but also keeps our organization more nimble. Rather than having large investments that need to be paid off, by outsourcing, more costs become variable. If we decide to make sudden changes in business direction, we don't have to worry about liquidating any previous investments, we can just terminate a relationship we had with a company we were outsourcing to." <i>Covergence, Inc., February 4, 1998 version (emphasis removed).</i> [DFNDT0001080-0001081]</p> <p>It is obvious to a person skilled in the art at the priority date of the '572 Application that Coverage, Inc. did not sell its own products or products it owned. Rather, Coverage, Inc. sold the products of a third party (i.e., the supplier, distributor, or manufacturer) at sextoy.com. Accordingly, the host is the host website operator, the outsource provider is Coverage, Inc., and the merchant is the supplier, distributor, or manufacturer of the products.</p> | <p>Relevant Disclosure in SexToy.com Prior Art</p> <p>customer service, reliable shipping, and easy secure payment options, we consistently out-sell any other sextoy sites in cyberspace."</p> <p><i>More information - Promote your own sextoy site, http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/moreinfo.html as archived by the Internet Archive<sup>8</sup>).</i> [DFNDT000947]</p> <p>"2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your Sextoy site.</p> <p>3. All orders that come from your link will be marked and commission of 15%-20% of gross sales paid to you monthly (sic). (Gross sales include shipping cost which can be a significant portion of total revenue.)"</p> <p><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i><br/>[DFNDT000945-000946]</p> <p>"If you are linking to our sextoy site, feel free to copy and use these banners. Also, as long as you are using images to promote our sextoy site you can borrow images from your toy site."</p> <p><i>Banners to Promote your own sextoy site, http://web.archive.org/web/19980517011212/sextoy.com/cnv/banner.html (May 17, 1998 version of sextoy.com/cnv/banner.html as archived by the Internet Archive).</i> [DFNDT000948-000949]</p> <p>"Promote your own sextoy site!<br/>We will run the website, process the orders, ship the product, and handle customer service. Then we will pay you 15-20% of gross revenue from the sales you attract."<br/><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i><br/>[DFNDT000945-000946]</p> <p>As far as the scope of the claimed "look and feel" can be determined, the look and feel</p> |

<sup>8</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

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<sup>7</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

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| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in SexToy.com Prior Art   |
|-----------|---|---|
| 17(b)     | including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and | <p>that drop shipping is a procedure where a manufacturer, supplier, or distributor ships the product (i.e., a sex toy) to a store's customer. One of the corporate philosophies of Convergence, Inc., the owner and operator of sextoy.com, is "[f]ather than make large investments in overhead or employees, we pay other companies to perform all jobs that are not our core business. ... Outsourcing is not only more efficient but also keeps our organization more nimble. Rather than having large investments that need to be paid off, by outsourcing, more costs become variable. If we decide to make sudden changes in business direction, we don't have to worry about liquidating any previous investments, we can just terminate a relationship we had with a company we were outsourcing to." <i>Convergence, Inc.</i>, February 4, 1998 version (emphasis removed). [DFNDT0001080-0001081]</p> <p>It is obvious to a person skilled in the art at the priority date of the '572 Application that Convergence, Inc. did not sell its own products or products it owned. Rather, Convergence, Inc. sold the products of a third party (i.e., the supplier, distributor, or manufacturer) at sextoy.com. Accordingly, the host is the host website operator, the outsource provider is Convergence, Inc., and the merchant is the supplier, distributor, or manufacturer of the products.</p> <p>David Levine testified that as early as 1996 the Sextoy.com affiliate system provided the host website with a link (i.e., a URL) correlating the host website with a selected commerce object, i.e., a specific product or a product page. [Levine, Tr., 55:21-56:19; 68:14-69:9; 80:6-13; 173:24-174:23; 175:14-176:2]</p> <p>See also: [DFNDT000945-000946]; [DFNDT000948-000949]</p> <p>Sextoy.com included within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object.</p> <p>Sextoy.com provided the host website operator with a hyperlink to their sextoy website. The host website operator then placed the hyperlink on the host website. The link was correlated with a selected commerce object (sex toys).</p> |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572                | Relevant Disclosure in SexToy.com Prior Art   |
|-----------|--|---|
| 17        | An e-commerce outsourcing process comprising the steps of: | <p>David Levine testified that the Sextoy.com affiliate system was a three party e-commerce affiliate program involving an affiliate (or host), a merchant, and the Sextoy.com outsource provider. [Levine, Tr., 21:16-24:20; 26:19-27:10; 156:17-157:8; 159:19-160:17; 161:20-162:22.]</p> <p>See Also: [DFNDT000945-000946]</p> <p>Sextoy.com provided an e-commerce outsourcing process for host website operators, which allowed host website operators to sell sex toys over the internet under their own name with the same look and feel as their own website.</p> <p>"Promote your own sextoy site!<br/>We will run the website, process the orders, ship the product, and handle customer service. Then we will pay you 15-20% of gross revenue from the sales you attract."<br/><i>Promote your own sextoy site</i>, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>"We have been drop shipping sextoy.com from web-generated orders since February 1995. Thanks to our huge selection, user-friendly web site, great prices, quick customer service, reliable shipping, and easy secure payment options, we consistently out sell any other sextoy sites in cyberspace."<br/><i>More information - Promote your own sextoy site</i>, May 17, 1998 version (emphasis removed). [DFNDT000947]</p> <p>David Levine testified that at least by the time of the upgrade in 1997, Sextoy.com system could store on the Sextoy.com server a look and feel description associated with an affiliate (host) website, including HTML, images and banners. [Levine, Tr., 39:18-43:1; 47:11-49:1; 88:24-89:10; 169:14-170:21; 193:8-194:9]</p> <p>See Also: [DFNDT000945-000946]</p> |

<sup>9</sup> *Supra* notes 5 and 6.

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in SexToy.com Prior Art   |
|-----------|--|---|
| 17(c)     | upon receiving an activation of the link from a visitor computer to which the web page has been served, serving to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link. | <p>"2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your Sextoy site.</p> <p>3. All orders that come from your link will be marked and commission of 15%-20% of gross sales paid to you monthly [sic]. (Gross sales include shipping cost which can be a significant portion of total revenue.)"<br/><i>Promote your own sextoy site</i>, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>"If you are linking to our sextoy site, feel free to copy and use these banners. Also, as long as you are using images to promote our sextoy site you can borrow images from your toy site."<br/><i>Banners to Promote your own sextoy site</i>, May 17, 1998 version. [DFNDT000948-000949]</p> <p>David Levine testified that as early as 1996 the Sextoy.com system would, in response to the activation of the provided link, serve to the visitor computer a webpage corresponding to the captured look and feel description of the host website and with content based on the commerce object associated with the link. [Levine, Tr., 32:24-35:24; 106:21-107:12; 176:11-178:1; 193:8-194:9]</p> <p>See also: [DFNDT000950-000951]; [DFNDT000945-000946];</p> <p>Upon receiving an activation of the link from a visitor computer to which the web page has been served, sextoy.com served to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link.</p> <p>Once the hyperlink was activated, sextoy.com served to the visitor computer the sextoy website of the host website operator where the visitor was able to purchase the selected commerce objects (sex toys).</p> <p>The look and feel of the sextoy website of the host website operator was the same as the host website. Specifically, the host website operator could customize the top,</p> |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in SexToy.com Prior Art   |
|-----------|---|---|
|           | Sextoy.com stored a look and feel description associated with a first website in a data store associated with a second website. | <p>Sextoy.com stored a look and feel description associated with a first website in a data store associated with a second website.</p> <p>Elements needed to create the sextoy website of the host website operator with the look and feel of the host website were stored by sextoy.com in a data store.</p> <p>"To get started as soon as possible:<br/>Please email the information below to us now <a href="mailto:dmi@sextoy.com">dmi@sextoy.com</a>. Or you can fax it to (617) 666 3421."<br/><i>Promote your own sextoy site</i>, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML, if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.</p> <p>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.</p> <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://____/">http://web.archive.org/web/19980517004530/http://____/</a> (Optional) if you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors (body TEXT="#000000", BGCOLOR="#FFFFFF" LINK="#F0000" VLINK="#FF00FF" ALINK="#FF0000")</li> </ul> <p>Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <p><i>Promote your own sextoy site</i>, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>It is well known to a person skilled in the art at the priority date of the '572 Application</p> |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in SexToy.com Prior Art   |
|-----------|---|---|
|           |   | bottom and background of their sextoy website to correspond to the "look and feel" of the host website.<br><br>"To get started as soon as possible:<br>Please email the information below to us now <a href="mailto:dmi@sextoy.com">dmi@sextoy.com</a> . Or you can fax it to (617) 666 3421."<br><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i><br>[DFNDT000945-000946]<br><br>"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML, if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.<br><br>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.<br><ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://____/">http://____/</a></li> </ul> (Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#F00000" VLINK="#F000FF" ALINK="#FF0000")<br>Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.<br><br><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i><br>[DFNDT000945-000946]<br><br>"We have been drop shipping sextoys from web-generated orders since February 1995. Thanks to our huge selection, user-friendly web site, great prices, quick customer service, reliable shipping, and easy secure payment options, we consistently out sell any other sextoy sites in cyberspace." |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in SexToy.com Prior Art   |
|-----------|--|---|
| 20        | The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website. | David Levine testified that the customization available on the sextoy.com served webpages allowed an affiliate, or host, to include as part of the look and feel elements, links for hierarchical navigation, including links back to web-pages of the host website. [Levine, Tr., 35:6-24; 55:6-20; 205:8-25;]<br><br>See also: [DFNDT000945-000946]<br><br>"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML, if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.<br><br>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.<br><ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://____/">http://____/</a></li> </ul> (Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000"; BGCOLOR="#FFFFFF" LINK="#F00000" VLINK="#F000FF" ALINK="#FF0000")<br>Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.<br><br><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i><br>[DFNDT000945-000946] |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in SexToy.com Prior Art  |
|-----------|---|--|
|           |   | <i>More information - Promote your own sextoy site</i><br><a href="http://web.archive.org/web/1998051701212/sextoy.com/cnv/moreinfo.html">http://web.archive.org/web/1998051701212/sextoy.com/cnv/moreinfo.html</a> , as (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/moreinfo.html, as archived by the Internet Archive <sup>10</sup> ). [DFNDT000947]<br><br>It is well known to a person skilled in the art at the priority date of the '572 Application that drop shipping is a procedure where a manufacturer, supplier, or distributor ships the product (i.e., a sex toy) to a store's customer. One of the corporate philosophies of Convergence, Inc., the owner and operator of sextoy.com, is "If rather than make large investments in overhead or employees, we pay other companies to perform all jobs that are not our core business... Outsourcing is not only more efficient but also keeps our organization more nimble. Rather than having large investments that need to be paid off, by outsourcing, more costs become variable. If we decide to make sudden changes in business direction, we don't have to worry about liquidating any previous investments, we can just terminate a relationship we had with a company we were outsourcing to." <i>Convergence, Inc.</i> , February 4, 1998 version (emphasis removed). [DFNDT0001080-0001081]<br><br>It is obvious to a person skilled in the art at the priority date of the '572 Application that Convergence, Inc. did not sell its own products or products it owned. Rather, Convergence, Inc. sold the products of a third party (i.e., the supplier, distributor, or manufacturer) at sextoy.com. Accordingly, the host is the host website operator, the outsourcing provider is Convergence, Inc., and the merchant is the supplier, distributor, or manufacturer of the products. |

<sup>10</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in SexToy.com Prior Art   |
|-----------|--|---|
| 21        | The process of claim 17 wherein the look and feel description comprises data defining:       |   |
| 21(a)     | a logo associated with and displayed on at least some of the web pages of the first website; | David Levine testified that at least by 1997 the Sextoy.com system stored look and feel, description elements including a logo associated with the host website. [Levine, Tr., 84:16-85:18; 103:18-106:18; 123:3-18; 243:14-21]<br><br>See also [DFNDT000945-000946]<br><br>The look and feel description comprises data defining: a logo associated with and displayed on at least some of the web pages of the first website.<br><br>The sextoy website of the host website operator included the logo of the host website.<br><br>"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML, if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.<br><br><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i><br>[DFNDT000945-000946] |
| 21(b)     | a color scheme used on at least some of the web pages of the first website;                  | David Levine testified that at least by 1997 the Sextoy.com system stored look and feel, description elements including a color scheme used on at least some pages of the host website. [Levine, Tr., 86:7-89:10; 104:16-107:12; 207:4-18]<br><br>See also [DFNDT000945-000946]<br><br>The look and feel description comprises data defining: a color scheme used on at least some of the web pages of the first website.<br><br>The sextoy website of the host website operator included the color scheme of the host website.<br><br>"If you want to alter the front page background colors, please send the HTML codes.  |

Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in SexToy.com Prior Art   |
|-----------|---|---|
|           |   | <p>BACKGROUND—“#FFFFFF” LINK—“#F0000” VLINK—“#F000FF” ALINK—“#F0000”</p> <p>Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <p><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i><br/>[DFNDT000945-000946]</p> |

Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,993,572                                    | Relevant Disclosure in SexToy.com Prior Art   |
|-----------|--|---|
| 21(c)     | a page layout used on at least some of the web pages of the first website; and | <p>Otherwise, we will use our default colors. (body TEXT1="#000000"; BGCOLOR="#FFFFFF" LINK="#F0000" VLINK="#F000FF" ALINK="#F0000")</p> <p>Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <p><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i><br/>[DFNDT000945-000946]</p> <p>David Levine testified that at least by 1997 the Sextoy.com system included storing look and feel elements including HTML describing customized headers, footers and banners. [Levine, Tr., 101:22-102:5; 143:7-146:19; 199:25-201:23]</p> <p>See also: [DFNDT000945-000946]</p> <p>The look and feel description comprises data defining: a page layout used on at least some of the web pages of the first website.</p> <p>The sextoy website of the host website operator included the same layout as the host website.</p> <p>“What would you like at the top of the front page of your sextoy site? (You can submit actual HTML, if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.</p> <p>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or, if you are using frames, you may want to leave the bottom space blank.</p> <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://___/">http://___/</a></li> </ul> <p>(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT1="#000000";</p> |

Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in SexToy.com Prior Art  |
|-----------|---|--|
| 23        | The process of claim 17 wherein the commerce object is a set of product categories and further comprising accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories. | <p>David Levine testified that as early as 1996 the Sextoy.com system served webpages that linked to either individual products or product category pages. [Levine, Tr., 175:14-176:2; 198:19-199:20]</p> <p>David Levine also testified that the Sextoy.com system allowed consumers to search for specific products within product categories or within an entire product catalog. [Levine, Tr., 53:6-55:2; 97:10-99:11;]</p> <p>David Levine testified that the search function was added to the Sextoy.com system sometime between the dates indicated on the internet archive captured pages produced as (DFNDT000950-000951) and (DFNDT0000970-971) - [Levine, Tr., 95:1-96:20].</p> <p>A person of ordinary skill would thus conclude that the Sextoy.com system included the ability to search for specific products within product categories at some time after 05/17/1998, but at least by 12/03/1998.</p> <p>See also Levine Exhibit 13 (DFNDT000950-000951); Levine Exhibit 14 (DFNDT0000970-971)</p> |

Comparison of U.S. Patent No. 6,993,572 and SexToy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in SexToy.com Prior Art   |
|-----------|---|---|
| 21(d)     | navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website. | <p>BACKGROUND—“#FFFFFF” LINK—“#F0000” VLINK—“#F000FF” ALINK—“#F0000”</p> <p>Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <p><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i><br/>[DFNDT000945-000946]</p> <p>David Levine testified that the customization available on the sextoy.com served webpages allowed an affiliate, or host, to include as part of the look and feel elements, links for hierarchical navigation, including links back to web pages of the host website. [Levine, Tr., 35:6-24; 55:6-20; 205:8-25;]</p> <p>See also: [DFNDT000945-000946]</p> <p>The look and feel description comprises data defining: navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.</p> <p>The sextoy website of the host website operator had at least some of the same navigational links as the host website.</p> <p>“What would you like at the top of the front page of your sextoy site? (You can submit actual HTML, if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.</p> <p>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or, if you are using frames, you may want to leave the bottom space blank.</p> <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/19980517004530/http://___/">http://___/</a></li> </ul> <p>(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT1="#000000";</p> |



Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in Sextoy.com Prior Art  |
|-----------|---|--|
| 1(a)      | <p>automatically at a server of the outsourcing provider, in response to activation, by a web browser of a computer user, of a link displayed by one of a plurality of first web pages, recognizing as the source page the one of the first web pages on which the link has been activated; (g) wherein each of the first web pages belongs to one of a plurality of web page</p> | <p>"We have been drop shipping sextoys from web generated orders since February 1995. Thanks to our huge selection, user-friendly web site, great prices, quick customer service, reliable shipping, and easy secure payment options, we consistently out sell any other sextoy sites in cyberspace."<br/> <i>More information - Promote your own sextoy site.</i><br/> <a href="http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html">http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html</a><br/>                     (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/moreinfo.html as archived by the Internet Archive)<sup>6</sup>, [DFNDT000947]</p> <p>David Levine testified that as early as 1996 the Sextoy.com system would, in response to the activation of the provided link, serve to the visitor computer a composite webpage corresponding to the look and feel description of the host website and with content based on the commerce object associated with the link. [Levine, Tr., 32:24-35:24; 106:21-107:12; 176:11-178:1; 193:8-194:9]</p> <p>David Levine testified that by 1997 the Sextoy.com system included a plurality of affiliates, or web page owners, probably numbering as many as 1,000. [Levine, Tr.,</p> |

Thanks to the product affiliate sales system he invented, Levine has succeeded in making a profit from e-commerce on the Internet – something that has eluded hundreds of venture-financed e-tailors who have collectively poured billions of investment dollars down a very large and seemingly insatiable cyber-rathole. Significantly, Levine has been profitable from his first few months on the Web. Amazon and other are still scrambling to get out of the loss columns."<sup>5</sup> (this article is referring to sextoy.com, not sextoyfun.com; David Levine began an affiliate program on sextoy.com in 1996). [DFNDT001048-001059]; also see *PHOIS Record for sextoyfun.com*, <http://www.networksolutions.com/whos/results.jsp?whoistoken=13> (last visited August 8, 2006) (sextoyfun.com was first registered on September 9, 1998) [DFNDT001063-001068]

<sup>5</sup> Also see *David Levine*, <http://www.davelevine.com> (last visited on August 11, 2006) ("[O]ne idea was to take orders on the web and then forward the orders to companies who would drop ship the products to my customers. My goal was (and still is) to build a billion dollar company with no employees, no corporate office, and no inventory. I named my business Convergence, Inc. I started Wicked Cool Mail and opened stores selling lobster, sneakers, watches, paintings, t-shirts, etc. Eventually I decided I could make more money focusing on one product niche rather than many different stores in a mall. Since SEXTOY.com had the most sales, highest profit margins, and biggest traffic I decided to become the king of sex toys.

In 1996, I started the first affiliate program for adult products. An affiliate program allows anyone to sign up and get their own sextoy site for free. They can make the site look like their own, but we handle the orders and fulfillment [sic] and then send the affiliate a commission check each month for the sales in their store."<sup>6</sup> [DFNDT001078-001079]

<sup>6</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

4

Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in Sextoy.com Prior Art   |
|-----------|--|---|
| 1         | <p>A method of an outsourcing provider serving web pages offering commercial opportunities, the method comprising:</p> | <p>David Levine testified that the Sextoy.com affiliate system was a three party e-commerce affiliate program involving an affiliate (or host), a merchant, and the Sextoy.com outsourcing provider. [Levine, Tr., 21:16-24:20; 26:19-27:10; 156:17-157:8; 159:19-160:17; 161:20-162:22;]</p> <p>See Also: [DFNDT000945-000946]</p> <p>David Levine testified that as early as 1996 the Sextoy.com system would serve a</p> |

instructions for creating your own sextoy site as archived by the Internet Archive (see note 4) and related pages including: *Promote your own sextoy site - Form*, <http://web.archive.org/web/1999022150316/www.sextoy.com/cnv/form.html>, [DFNDT000942-000944]

*Sextoys sex toys adult xxx ...* <http://web.archive.org/web/1999042062959/http://www.sextoy.com> (April 20, 1999 version of sextoy.com as archived by the Internet Archive (see note 4)) and related pages including: *Since 1994 the largest, most user-friendly, and most popular sextoy site on the web*, <http://web.archive.org/web/1999042021532/sextoy.com/about.html> ("in 1996 we were the first sextoy site to offer webmasters the opportunity to customize their own sextoy site and receive commission from sales." (emphasis removed)); [DFNDT000993-000997]

*Promote your own sextoy site*, <http://web.archive.org/web/19990421190131/sextoy.com/cnv/cnv.html> (April 21, 1999 version of instructions for creating your own sextoys site as archived by the Internet Archive (see note 4)). [DFNDT000998]

*Sextoys sex toys adult xxx ...* [http://www.sextoy.com/](http://web.archive.org/web/19990429075920/http://www.sextoy.com/) (April 29, 1999 version of sextoy.com as archived by the Internet Archive (see note 4)). [DFNDT000999-001000]

*Promote your own sextoy site*, <http://web.archive.org/web/19990502170612/www.sextoy.com/cnv/cnv.html> (May 2, 1999 version of instructions for creating your own sextoy site as archived by the Internet Archive (see note 4)). [DFNDT001001-1002]

*Banner.html*, <http://web.archive.org/web/19990910044933/http://www.sextoyfun.com/cgi-bin/comhowsbans-egs?102&cnv/banner.html> (September 10, 1999 version of Banner.html as archived by the Internet Archive (see note 4)). [DFNDT001003]

See also: Transcript, Deposition of David Levine, April 3, 2012

<sup>2</sup> *PHOIS Record for sextoy.com*, <http://www.networksolutions.com/whos/results.jsp?whoistoken=11> (last visited August 8, 2006) (sextoy.com was first registered on May 2, 1995 and is owned by Convergence, Inc). [DFNDT001060-1061]

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Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in Sextoy.com Prior Art  |
|-----------|--|--|
| 3         | <p>owners; (ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and (iii) wherein the selected merchant, the outsourcing provider, and the owner of the first web page are each third parties with respect to one other;</p> | <p>36:20-39:4]</p> <p>David Levine testified that as early as 1996 the Sextoy.com affiliate system provided the host website with a link (i.e. - a URL) correlating the host website with a selected commerce object, i.e., a specific product or a product page. [Levine, Tr., 55:21-56:19; 68:14-69:9; 80:6-13; 173:24-174:23; 175:14-176:2]</p> <p>David Levine further testified that the Sextoy.com system had multiple merchants. [Levine, Tr., 135:16-136:13; 163:11-164:5; 188:19-190:17]</p> <p>David Levine further testified that, in the Sextoy.com affiliate system, the selected merchant, the outsourcing provider, and the owner of the first web page are each third parties with respect to one other. [Levine, Tr., 21:16-24:20; 26:19-27:10; 156:17-157:8; 159:19-160:17; 161:20-162:22; 185:15-25]</p> <p>"2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your Sextoy site.</p> <p>3. All orders that come from your link will be marked and commission of 15%-20% of gross sales paid to you monthly [sic]. (Gross sales include shipping cost which can be a significant portion of total revenue.)"<br/> <i>Promote your own sextoy site</i>, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>"If you are linking to our sextoy site, feel free to copy and use these banners. Also, as long as you are using images to promote our sextoy site you can borrow images from your toy site."<br/> <i>Banners to Promote your own sextoy site</i>,<br/> <a href="http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html">http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html</a> (May 17, 1998 version of sextoy.com/cnv/banner.html, as archived by the Internet Archive ). [DFNDT000948-000949]</p> |

<sup>7</sup> Internet Archive Frequently Asked Questions, *supra* note 4.

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Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in Sextoy.com Prior Art   |
|-----------|---|---|
| 3         | <p>composite webpage offering commercial opportunities, i.e., the opportunity to purchase products.</p> | <p>[Levine, Tr., 32:24-35:5; 106:21-107:12; 176:11-178:1; 193:8-194:9]</p> <p>"Promote your own sextoy site!<br/>                     We will run the website, process the orders, ship the product, and handle customer service. Then we will pay you 15-20% of gross revenue from the sales you attract."<br/> <i>Promote your own sextoy site</i>,<br/> <a href="http://web.archive.org/web/19980517004530/sextoy.com/cnv/cnv.html">http://web.archive.org/web/19980517004530/sextoy.com/cnv/cnv.html</a> (emphasis removed)<br/>                     (May 17, 1998 version of sextoy.com/cnv/cnv.html as archived by the Internet Archive)<sup>3,4,5</sup> [DFNDT000945-000946]</p> |

<sup>3</sup> For more information about the Internet Archive and web pages archived therein, see *Internet Archive Frequently Asked Questions*, <http://www.archive.org/aboutfaq.php>. [DFNDT0001048-1050]

<sup>4</sup> Also see *Lewis Perdue, EroticCatz: How Sex Shaped the Internet 5-6* (IdeaWorx 2002), available at <http://www.ericaticz.com/> ("Actual profits from an affiliate system had to wait until David Levine built SexToyFun (www.sextoyfun.com) [sic] a substantial but decidedly quirky sex paraphernalia site. Levine said he launched his site in 1994 and began his first affiliate program in the spring of 1996. ... Levine's affiliate program was actually a virtual store service which allowed adult webmasters to set up, customize and brand their own sex toy stores with Levine's operation handling all the billing, fulfillment, shipping and customer service. Then in early 1997, Levine set up a more conventionally structured affiliate system like that used by Amazon and CDNow so webmasters could get referral commissions from the sale of products from his store. While Levine's conventional affiliate system was launched after Sportsource and CDNow, his pioneering role was the invention of v-commerce - an e-commerce business model halfway between traditional affiliate systems and outright e-tailing.

... [I]n the v-commerce operation pioneered by Levine offers ... [a] central e-supplier providing an online "catalog" from which the v-commerce client selects. Each product selected by the affiliate goes into a cookie-cutter web page supplied by the mother site which offers a number of different pre-programmed and customizable styles from which to select.

When an order is placed in the affiliate's store, the mother site then works in the background, handling everything else from order taking and payments to shipping customer service and returns -- all within an e-commerce environment that looks just like the whole process is run by the affiliate.

Building upon the adult industry's experiences, v-commerce was discovered by the non-adult market in 1998 when venture capitalists funded more than a dozen start-ups including v-commerce.com (born as Vstore) which backed by more than \$54 million in venture capital, is the non-adult pioneer in this field.

By early 2001, most other non-adult v-commerce operations had burned through their venture capital and were either out of business (Affinia.com, Nexchange), hanging on by a thread (Economy, V.tessa) or trying to re-invent themselves into another category that would attract more venture capital (eseller.com reborn as pop2it, a so-called "contextual commerce technology company).

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Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in Sextoy.com Prior Art  |
|-----------|--|--|
| 1(c)      | <p>automatically with the server computer generating and transmitting to the web browser a second web page that includes: (i) information associated with the commerce object associated</p> | <p>• Your site address <a href="http://web.archive.org/web/19980517004530/http://___/">http://web.archive.org/web/19980517004530/http://___/</a> (Optional) If you want to alter the front page background colors, please send the HTML codes: Otherwise, we will use our default colors. (body TEXT="#000000", BGCOLOE="#FFFFFF", LINK="#FF0000", VLINK="#FF00FF", ALINK="#FF0000") Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <p><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i><br/>[DFENDT000945-000946]</p> <p>"2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your Sextoy site.</p> <p>3. All orders that come from your link will be marked and commission of 15%-20% of gross sales paid to you monthly [sic]. (Gross sales include shipping cost which can be a significant portion of total revenue.)"</p> <p><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i><br/>[DFENDT000945-000946]</p> <p>"If you are linking to our sextoy site, feel free to copy and use these banners. Also, as long as you are using images to promote our sextoy site you can borrow images from your toy site."</p> <p><i>Banners to Promote your own sextoy site,</i><br/><a href="http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html">http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html</a> (May 17, 1998 version of sextoy.com/cnv/banner.html as archived by the Internet Archive<sup>9</sup>).<br/>[DFENDT000948-000949]</p> <p>David Levine testified that as early as 1996 the Sextoy.com system would, in response to the activation of the provided link, serve to the visitor computer a webpage corresponding to the captured look and feel description of the host website and with content based on the commerce object associated with the activated link. [Levine, Tr.,</p> |

9 Internet Archive Frequently Asked Questions, *supra* note 4.

Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Sextoy.com Prior Art  |
|-----------|---|--|
|           |   | <p>The owner of the first web page is the affiliate, the outsource provider is Convergence, Inc. (owner and operator of Sextoy.com), and the selected merchant is party drop-shipping the sex toy product(s).</p> <p>"We have been drop shipping sextoys from web-generated orders since February 1995. Thanks to our huge selection, user-friendly web site, great prices, quick customer service, reliable shipping, and easy secure payment options, we consistently out sell any other sextoy sites in cyberspace."</p> <p><i>More information - Promote your own sextoy site,</i><br/><a href="http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html">http://web.archive.org/web/19980517011212/sextoy.com/cnv/moreinfo.html</a>. (emphasis removed) (May 17, 1998 version of sextoy.com/cnv/moreinfo.html, as archived by the Internet Archive<sup>8</sup>). [DFENDT000947]</p> <p>It is well known to a person skilled in the art at the priority date of the '399 Application that drop shipping is a procedure where a manufacturer, supplier, or distributor ships the product (i.e., a sex toy) to a store's customer. One of the corporate philosophies of Convergence, Inc., the owner and operator of sextoy.com, is "[f]ather than make large investments in overhead or employees, we pay other companies to perform all jobs that are not our core business. ... Outsourcing is not only more efficient but also keeps our organization more nimble. Rather than having large investments that need to be paid off, by outsourcing, more costs become variable. If we decide to make sudden changes in business direction, we don't have to worry about liquidating any previous investments, we can just terminate a relationship we had with a company we were outsourcing to." <i>Convergence, Inc.</i>, February 4, 1998 version (emphasis removed). [DFENDT0001080-0001081]</p> <p>It is obvious to a person skilled in the art at the priority date of the '399 Application that Convergence, Inc. did not sell its own products or products it owned. Rather, Convergence, Inc. sold the products of a third party (i.e., the supplier, distributor, or manufacturer) at sextoy.com. Accordingly, the host is the host website operator, the outsource provider is Convergence, Inc., and the merchant is the supplier, distributor, or</p> |

8 Internet Archive Frequently Asked Questions, *supra* note 4.

Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in Sextoy.com Prior Art   |
|-----------|---|---|
|           | <p>with the link that has been activated, and (ii) a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page.</p> | <p>32-24-35:24; 106:21-107:12; 176:11-178:1; 193:8-194:9]</p> <p>David Levine testified that at least by the time of the upgrade in 1997, Sextoy.com system could store on the Sextoy.com server a look and feel description associated with an affiliate (host) website, including HTML, images and banners. [Levine, Tr., 39:18-43:1; 47:11-49:11; 88:24-89:10; 169:14-170:21; 193:8-194:9]</p> <p>a person of ordinary skill would understand that at least the images and banners were "visually perceptible elements."</p> <p><i>See also 3, infra.</i></p> <p>"2. We will send you a URL (web address) that you put in your web site. Your customers click on that link to get to your Sextoy site.</p> <p>3. All orders that come from your link will be marked and commission of 15%-20% of gross sales paid to you monthly [sic]. (Gross sales include shipping cost which can be a significant portion of total revenue.)"</p> <p><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i><br/>[DFENDT000945-000946]</p> <p>"If you are linking to our sextoy site, feel free to copy and use these banners. Also, as long as you are using images to promote our sextoy site you can borrow images from your toy site."</p> <p><i>Banners to Promote your own sextoy site,</i><br/><a href="http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html">http://web.archive.org/web/19980517011218/sextoy.com/cnv/banner.html</a> (May 17, 1998 version of sextoy.com/cnv/banner.html as archived by the Internet Archive<sup>10</sup>).<br/>[DFENDT000948-000949]</p> <p>"To get started as soon as possible:<br/>Please email the information below to us now <a href="mailto:dml@sextoy.com">dml@sextoy.com</a>. Or you can fax it to (617) 666 3421."</p> <p><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i></p> |

10 Internet Archive Frequently Asked Questions, *supra* note 4.

Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in Sextoy.com Prior Art   |
|-----------|--|---|
| 1(b)      | <p>automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then</p> | <p>manufacturer of the products.</p> <p>David Levine testified that at least by the time of the upgrade in 1997, Sextoy.com system could store on the Sextoy.com server a look and feel description associated with an affiliate (host) website, including HTML, images and banners. [Levine, Tr., 39:18-43:1; 47:11-49:11; 88:24-89:10; 169:14-170:21; 193:8-194:9]</p> <p>David Levine testified that as early as 1996 the Sextoy.com system would, in response to the activation of the provided link, serve to the visitor computer a webpage corresponding to the captured look and feel description of the host website and with content based on the commerce object associated with the link. [Levine, Tr., 32:24-35:24; 106:21-107:12; 176:11-178:1; 193:8-194:9]</p> <p>a person of ordinary skill would understand that the captured look and feel description was "pre-stored data associated with a source page" and that it was retrieved from storage with the composite webpage was served.</p> <p>"To get started as soon as possible:<br/>Please email the information below to us now <a href="mailto:dml@sextoy.com">dml@sextoy.com</a>. Or you can fax it to (617) 666 3421."</p> <p><i>Promote your own sextoy site, May 17, 1998 version (emphasis removed).</i><br/>[DFENDT000945-000946]</p> <p>"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML, if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.</p> <p>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or, if you are using frames, you may want to leave the bottom space blank.</p> <ul style="list-style-type: none"> <li>• Back To (your site name)</li> </ul> |

Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Sextoy.com Prior Art  |
|-----------|---|--|
|           |   | See also: [DFND]000945-000946; [DFND]000948-000949; [DFND]000950-000951;<br>"Promote your own sextoy site!<br>We will run the website, process the orders, ship the product, and handle customer service. Then we will pay you 15-20% of gross revenue from the sales you attract."<br><i>Promote your own sextoy site</i> , May 17, 1998 version (emphasis removed). [DFND]000945-000946;<br>"Also, as long as you are using images to promote our sextoy site (sic) you can borrow images from your toy site."<br><i>Banners to Promote your own sextoy site</i> , May 17, 1998 version. [DFND]000948-000949;<br>"Webmasters - Earn commission for selling sextoys." <i>Sextoys sex toys adult xxx</i> ..., May 17, 1998 version. [DFND]000950-000951;<br>The visitor from the host website could search categories of products including vibrators, toys for men, bondage, pleasure kits, or lotions, creams, and oils.<br>• Vibrator and Stimulator World - Realistic Cocks, Massagers, Strap-Ons, Vibrating eggs, and more.<br>• Toys For Men - Pumps, Vaginas, Cock Rings, Strap-On Penis, Blow job simulators, and more.<br>• Bondage Fantasy - Restraints, Body jewelry, Swings, and more.<br>• Butt - Of Course - a Variety of anal stimulators including inflatable, Ejaculating, and Climax Beads.<br>• Pleasure Kits - Special occasion gift kits and variety kits for stimulation.<br>• Female , Male , and Animal - Love Dolls. The best selection in cyberspace.<br>• Lotions , Creams, and Oils - For lubrication, flavor, massage, desensitization and more.<br>• Edible Sex - Edible undies, edible condoms, penis pasta and more.<br>• Erotic Garments - Latex and Lingerie for men and women.<br>• Videos - Classics and/or Hot action videos. |

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Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in Sextoy.com Prior Art   |
|-----------|---|---|
|           |   | [DFND]000945-000946;<br>"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located.<br>_____<br>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site). Or if you are using frames, you may want to leave the bottom space blank.<br>• Back To _____ (your site name)<br>• Your site address <a href="http://web.archive.org/web/19980517004530/http://_____/">http://web.archive.org/web/19980517004530/http://_____/</a><br>(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000", BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000")<br>Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.<br>_____<br><i>Promote your own sextoy site</i> , May 17, 1998 version (emphasis removed). [DFND]000945-000946;<br>David Levine testified that the customization available on the sextoy.com served webpages allowed an affiliate, or host, to include as part of the look and feel elements, links for hierarchical navigation, including links back to web-pages of the host website. [Levine, Tr., 35:6-24; 55:6-20; 205:8-25;]<br>See also: [DFND]000945-000946;<br>David Levine also testified that the visually perceptible elements could include, for example, banners or text that served as navigational links on the source page. [Levine, Tr., 37:11-38:23; 112:21-113:11; 113:23-114:25; 115:1-116:12; 206:3-207:3] |
| 3         | The method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page. |   |

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Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in Sextoy.com Prior Art  |
|-----------|--|--|
|           |  | • Games for fun and intimacy, and Books for fun and education."<br><i>Sextoys sex toys adult xxx</i> ..., May 17, 1998 version (emphasis and links removed). 11 [DFND]000950-000951;<br>David Levine testified that the Sextoy.com affiliate system was a three party e-commerce affiliate program involving an affiliate (or host), a merchant, and the Sextoy.com outsource provider. [Levine, Tr., 21:16-24:20; 26:19-27:10; 156:17-157:8; 159:19-160:17; 161:20-162:22; 185:15-25]<br>David Levine testified that as early as 1996 the Sextoy.com system would serve a composite webpage offering commercial opportunities, i.e., the opportunity to purchase products.<br>[Levine, Tr., 32:24-33:5; 106:21-107:12; 176:11-178:1; 193:8-194:9]<br>See Also: [DFND]000945-000946;<br>See 1, <i>supra</i> .<br>"Promote your own sextoy site!<br>We will run the website, process the orders, ship the product, and handle customer service. Then we will pay you 15-20% of gross revenue from the sales you attract."<br><i>Promote your own sextoy site</i> , May 17, 1998 version (emphasis removed). [DFND]000945-000946;<br>"We have been drop shipping sextoys from web-generated orders since February 1995. Thanks to our huge selection, user-friendly web site, great prices, quick customer service, reliable shipping, and easy secure payment options, we consistently out sell any other sextoy sites in cyberspace."<br>_____<br>11. The products and organization of the <i>Sextoys sex toys adult xxx</i> ... webpage at <a href="http://www.sextoy.com">www.sextoy.com</a> was an example of the products and the organization of the sextoy websites of the host website operator. See e.g., <i>Sex toys</i> , <a href="http://web.archive.org/web/2000041921609/http://www.bluetronble.com/sextoys/index.html">http://web.archive.org/web/2000041921609/http://www.bluetronble.com/sextoys/index.html</a> (DFND]0001072-0001074) (April 19, 2000 version of <a href="http://www.bluetronble.com/sextoys/index.html">www.bluetronble.com/sextoys/index.html</a> , as archived by the Internet Archive (See note 4)) (bluetronble.com was an affiliate of sextoy.com, the same products (in the same product categories) were also available at <i>Sextoys sex toys adult xxx</i> , <a href="http://web.archive.org/web/20000408212358/http://www.sextoy.com">http://web.archive.org/web/20000408212358/http://www.sextoy.com</a> (April 8, 2000 version of <a href="http://www.sextoy.com">www.sextoy.com</a> as archived by the Internet Archive (see note 4)). [DFND]0001075-0001077) |
| 19        | A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising: |  |

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Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in Sextoy.com Prior Art   |
|-----------|--|---|
|           |  | • Back To _____ (your site name)<br>• Your site address <a href="http://web.archive.org/web/19980517004530/http://_____/">http://web.archive.org/web/19980517004530/http://_____/</a><br>(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000", BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000")<br>Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.<br>_____<br>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site). Or if you are using frames, you may want to leave the bottom space blank.<br>• Back To _____ (your site name)<br>• Your site address <a href="http://web.archive.org/web/19980517004530/http://_____/">http://web.archive.org/web/19980517004530/http://_____/</a><br>(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000", BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000")<br>Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.<br>_____<br><i>Promote your own sextoy site</i> , May 17, 1998 version (emphasis removed). [DFND]000945-000946;<br>David Levine testified that the Sextoy.com system allowed the consumer to link from the host, or affiliate website to an electronic catalog, which offered products from multiple merchants. [Levine, Tr., 32:24-33:5; 53:6-55:2;]<br>David Levine testified that as early as 1996 the Sextoy.com affiliate system provided the host website with a link (i.e., a URL) correlating the host website with a selected commerce object, i.e., a specific product or a product page. [Levine, Tr., 55:21-56:19; 68:14-69:9; 80:6-13; 173:24-174:23; 175:14-176:2; 198:19-199:20]<br>David Levine further testified that the Sextoy.com system had multiple merchants. [Levine, Tr., 135:16-136:13; 163:11-164:5; 188:19-190:17] |
| 7         | The method of claim 1 wherein the commerce object associated with the link that has been activated comprises information defining an electronic catalog having a multitude of merchant offerings and wherein the second web page contains one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog. |   |

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Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in Sextoy.com Prior Art   |
|-----------|--|---|
| 19(b)     | (b) a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to: (i) receive from the web browser of a computer user a signal indicating activation of one of the links displayed by one of the first web pages; (ii) automatically identify as the source page the one of the first web pages on which the link has been activated; (iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page; and (iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays: (A) information associated with the commerce object associated with the link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source page. | <p>Convergence, Inc. sold the products of a third party (i.e., the supplier, distributor, or manufacturer) at sextoy.com. Accordingly, the host is the host website operator, the outsource provider is Convergence, Inc., and the merchant is the supplier, distributor, or manufacturer of the products.</p> <p>David Levine testified that at least by the time of the upgrade in 1997, Sextoy.com system could store on the Sextoy.com server a look and feel description associated with a host website, including HTML, images and banners. [Levine, Tr., 39:18-43:1; 47:11-49:11; 88:24-89:10; 169:14-170:21; 193:8-194:9]</p> <p>A person of ordinary skill in the art would understand that the Sextoy.com server would necessarily be "coupled to a computer store."</p> <p>David Levine also testified that the visually perceptible elements could include, for example, banners or text that served as navigational links on the source page. [Levine, Tr., 37:11-38:23; 112:21-113:11; 113:23-114:25; 115:1-116:12; 206:3-207:3]</p> <p>David Levine testified that as early as 1996 the Sextoy.com affiliate system provided the host website with a link (i.e. - a URL) correlating the host website with a selected commerce object, i.e., a specific product or a product page. [Levine, Tr., 55:21-56:19; 68:14-69:9; 80:6-13; 173:24-174:23; 175:14-176:2]</p> <p>David Levine testified that as early as 1996 the Sextoy.com system would, in response to the activation of the provided link, serve to the visitor computer a webpage corresponding to the captured look and feel description of the host website and with content based on the commerce object associated with the link. [Levine, Tr., 32:24-35:24; 106:21-107:12; 176:11-178:1; 193:8-194:9]</p> <p>See 1(a)-1(c), supra.</p> |

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Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in Sextoy.com Prior Art  |
|-----------|---|--|
| 19(a)     | (a) a computer store containing data, for each of a plurality of first web pages, defining a plurality of visually perceptible elements, which visually perceptible elements correspond to the plurality of first web pages; (i) wherein each of the first web pages belongs to one of a plurality of web page owners; (ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and (iii) wherein the selected merchant, the outsource provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other; | <p>David Levine testified that at least by the time of the upgrade in 1997, Sextoy.com system could store on the Sextoy.com server a look and feel description associated with a host website, including HTML, images and banners. [Levine, Tr., 39:18-43:1; 47:11-49:11; 88:24-89:10; 169:14-170:21; 193:8-194:9]</p> <p>a person of ordinary skill would understand that at least the images and banners were "visually perceptible elements."</p> <p>David Levine testified that by 1997 the Sextoy.com system included a plurality of affiliates, or web page owners, probably numbering as many as 1,000. [Levine, Tr., 36:20-39:4]</p> <p>David Levine testified that as early as 1996 the Sextoy.com affiliate system provided the host website with a link (i.e. - a URL) correlating the host website with a selected commerce object, i.e., a specific product or a product page. [Levine, Tr., 55:21-56:19; 68:14-69:9; 80:6-13; 173:24-174:23; 175:14-176:2]</p> <p>David Levine testified that the Sextoy.com affiliate system was a three party e-commerce affiliate program involving an affiliate (or host), a merchant, and the Sextoy.com outsource provider. [Levine, Tr., 21:16-24:20; 26:19-27:10; 136:17-157:8; 159:19-160:17; 161:20-162:22; 185:15-25]</p> <p>See 1(a)-1(b), supra.</p> <p>"To get started as soon as possible: Please email the information below to us now dmi@sextoy.com. Or you can fax it to (617) 666 3421."</p> <p>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000946]</p> <p>"What would you like at the top of the front page of your sextoy site? (You can submit</p> |

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Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in Sextoy.com Prior Art   |
|-----------|---|---|
|           | customers click on that link to get to your Sextoy site.<br>3. All orders that come from your link will be marked and commission of 15%-20% of gross sales paid to you monthly [sic]. (Gross sales include shipping cost which can be a significant portion of total revenue.)<br>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946] | <p>"If you are linking to our sextoy site, feel free to copy and use these banners. Also, as long as you are using images to promote our sextoy site you can borrow images from your toy site."</p> <p>Banners to Promote your own sextoy site, May 17, 1998 version. [DFNDT000945-000949]</p> <p>"Promote your own sextoy site!<br/>We will run the website, process the orders, ship the product, and handle customer service. Then we will pay you 15-20% of gross revenue from the sales you attract."<br/>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>"We have been drop shipping sextoys from web-generated orders since February 1995. Thanks to our huge selection, user-friendly web site, great prices, quick customer service, reliable shipping, and easy secure payment options, we consistently out sell any other sextoy sites in cyberspace."<br/>More information - Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000947]</p> <p>"To get started as soon as possible: Please email the information below to us now dmi@sextoy.com. Or you can fax it to (617) 666 3421."<br/>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946]</p> <p>"What would you like at the top of the front page of your sextoy site? (You can submit actual HTML, if you like). If you want to serve a logo or image, either forward us the image or give us the URL where it is located."</p> |

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Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in Sextoy.com Prior Art   |
|-----------|--|---|
|           | actual HTML, if you like) If you want to serve a logo or image, either forward us the image or give us the URL where it is located.<br><br>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.<br><br><ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address http://web.archive.org/web/19980517004530/http:// _____/ (Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000", BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000")</li> </ul> Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.<br><br>Promote your own sextoy site, May 17, 1998 version (emphasis removed). [DFNDT000945-000946] | <p>It is well known to a person skilled in the art at the priority date of the '399 Application that drop shipping is a procedure where a manufacturer, supplier, or distributor ships the product (i.e., a sex toy) to a store's customer. One of the corporate philosophies of Convergence, Inc., the owner and operator of sextoy.com, is "[f]ather than make large investments in overhead or employees, we pay other companies to perform all jobs that are not our core business. ... Outsourcing is not only more efficient but also keeps our organization more nimble. Rather than having large investments that need to be paid off, by outsourcing, more costs become variable. If we decide to make sudden changes in business direction, we don't have to worry about liquidating any previous investments, we can just terminate a relationship we had with a company we were outsourcing to." Convergence, Inc., February 4, 1998 version (emphasis removed). [DFNDT0001080-0001081]</p> <p>It is obvious to a person skilled in the art at the priority date of the '399 Application that Convergence, Inc. did not sell its own products or products it owned. Rather,</p> |

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Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art<sup>1</sup>

Based upon the Court's claim construction order [D 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the Digital River Secure Sales System (SSS) anticipates and/or renders obvious, alone or in combination with other prior art, the asserted claims as described in part below.

| Claim No. | Claim Language of U.S. Patent No. 6,629,135  | Digital River Secure Sales System  |
|-----------|--|--|
| 8         | An e-commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages, comprising the steps of: | <p>"Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security, collections and reporting of the sale of software. Throughout this process, it will appear to the consumer as if the transaction is being processed by the manufacturer or dealer while the Digital River SSS is handling the whole transaction behind the scenes." [sic]</p> <p><i>Digital River – Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/1997/04/21/007/54/http://www.digitalriver.com/">http://web.archive.org/web/1997/04/21/007/54/http://www.digitalriver.com/</a>; [DR000001-2].</p> <p>"Extend your selling environment Better yet, the entire transaction takes place in the selling environment you've created, surrounded by the look and feel of your identity, with your products presented the way you want them presented, with no competition. Your customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There's no sensation of being suddenly hustled off to another location. Your customers won't end up at some foreign-looking page where they have to hunt to find your product."</p> <p><i>Digital River – Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/1997/12/10/24/15/19.digitalriver.com/Pages3.html">http://web.archive.org/web/1997/12/10/24/15/19.digitalriver.com/Pages3.html</a>; [DR000003-4] (emphasis original).</p> <p>Maintain your own identity and branding.</p> <p>Digital River facilitates the sale of your products to your customers. To most consumers, our services often appear as nothing more than a web site "buy" button. But behind this simple device is sophisticated electronic commerce technology which gives consumers the ability to immediately and easily purchase and download the digital products of their choice. As</p> |

<sup>1</sup> The Digital River SSS process was offered for sale, sold, and publicly used in connection with more than 500 client websites prior to September 17, 1998. While the referenced steps of the Digital River SSS process were consistently used with respect to these client websites, the specific elements Digital River used to create "transparent e-commerce support pages" in its clients varied based on the specific look and feel of the host (client) website. The following examples expressly referenced herein are provided as illustrative examples of the Digital River SSS process as utilized prior to September 17, 1998. Additional examples and documents evidencing the offer for sale, site and public use of the Digital River SSS process will be produced pursuant to Local Patent Rule 3-4(b).

Comparison of the U.S. Patent No. 7,818,399 and Sextoy.com Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in Sextoy.com Prior Art   |
|-----------|---|---|
|           |   | <p>What would you like to appear on the bottom of every page? (You probably will want to put in a link so that customers can go back to your main site.) Or if you are using frames, you may want to leave the bottom space blank.</p> <ul style="list-style-type: none"> <li>• Back To _____ (your site name)</li> <li>• Your site address <a href="http://web.archive.org/web/1998/05/17/004/530/http://___/">http://web.archive.org/web/1998/05/17/004/530/http://___/</a></li> </ul> <p>(Optional) If you want to alter the front page background colors, please send the HTML codes. Otherwise, we will use our default colors. (body TEXT="#000000", BGCOLOR="#FFFFFF" LINK="#FF0000" VLINK="#FF00FF" ALINK="#FF0000")</p> <p>Also, if you want to insert an image for the background either forward the image to us or tell us the URL where the image is will be served from.</p> <p><i>Promote your own sextoy site</i>, May 17, 1998 version (emphasis removed). [DFND/000945-000946]</p> |

EXHIBIT 11A

To

Peter Kent's Opening Expert Report  
Regarding the Invalidity of the '135, '572  
and '399 Patents

Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,629,135                           | Digital River Secure Sales System   |
|-----------|---|---|
| 8(a)      | capturing a look and feel description associated with a host website; | <p>consumers become more savvy, this efficiency of purchase and delivery will become one of the primary advantages of selling digital products over the Internet.</p> <p>When customers want to purchase, they push the "buy" button and are transferred immediately and transparently to the Digital River Central Commerce Server. This retains the "look and feel" of your own site and encourages the customer to buy - easily and quickly. Depending on your preferences and marketing initiatives, buyers can be offered additional cross-sell, up-sell, special offer and bundled products related to their purchases. Credit information is verified, the sale is transacted and the purchases are then downloaded to the buyer.</p> <p><i>Digital River Information Kit</i> at 8 [DR004326].</p> <p>"Digital River, Inc. proposes to maintain and develop transparent secure Internet marketing and sales services for Adobe's Web site and products. Services will be provided through Digital River's S3 commerce encryption solution which was designed to manage transactions behind the scenes. . . ." <i>Internet Commerce Services Proposal for Adobe</i>, July 25, 1996; [DR000005-6]. [DR006649-86].</p> <p>See also [DR074797-074937] and [DR074670-074796].</p> <p>Flow chart depicting "The Digital River Internet Ordering System (Storyboard Overview)" and stating "[a]ll ISV and Dealer pages are located on the Digital River Server." [DR000007-12].</p> <p>Flow chart depicting "Level 1" and stating that depicted ISV and Dealer pages "will actually be built 'on-the-fly' as users arrive from various ISV and Dealer web pages using database image and content values. . . . The user will be presented with a page on the Digital River Server that is similar in feel to the ISV or Dealer page." [DR000007-12].</p> <p>"Vendor's Delivery Obligations. . . . Vendor will provide Electronic Distributor with . . . (v) all the items and materials specified in the "Requirements Checklist" on Exhibit A . . . . Exhibit A . . . . II Requirements Checklist. . . . 7) Trademarks/logos (.gif file). <i>Electronic Software Distribution Agreement</i> between Digital River and Auto FX Corp. dated July 18, 1996; [DR000013-21]; see also e.g.,</p> |

Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,629,135  | Digital River Secure Sales System  |
|-----------|--|--|
|           | increase revenues. Your second option is to make these changes yourself in DR's system through a private, secure URL." <i>Digital River's Percentage of Sales Model - A Value Proposition</i> , [DR000026-27] at 2 (emphasis original).  | <i>Welcome to Bitstream, Inc.</i> , <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html</a> ; and as reconstructed inserting referenced .gif files; [DR000028-31], [DR000032], [DR026692], [DR026693], [DR026694], [DR034615-16] ("look and feel"; data associated with source page Digital Frontiers stored on DR server); [DR034606-07] ("look and feel"; data associated with source page Bitstream stored on DR server); [DR026733-36] (checklist detailing capture procedure); [DR074637-074669]; [DFNDT 0005169-5203] (notes by Mr. Dan Conley taken during process of "capturing" the "look and feel description"); [DFNDT0005490-5533] (Output files of Web Whacker software used in the DR SSS for capturing the look and feel description associated with a host website). |
|           | "WebWhacker lets users download single Web pages, groups of pages, or entire Web sites, including text and images. The program stores the data on the user's local desktop where the pages are relinked for later browsing offline, according to company officials. The downloaded information can be viewed and navigated locally using any Web browser." [DFNDT0005270] (description of Web Whacker software used in the DR SSS for capturing the look and feel description associated with a host website); <i>see also</i> [DFNDT0005271-5272], [DFNDT0005273-5274]. | "WebWhacker 2.0 enables you to save your favorite Web sites, organize them into categories, and use your favorite web browser to surf the Net offline—with faster loading and no additional online charges. Developed by the ForeFront Group, Inc., WebWhacker 2.0 downloads entire Web pages or sites—including text (HTML), images, and other objects—and stores them on your local desktop machine or your  |

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Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,629,135   | Digital River Secure Sales System   |
|-----------|---|---|
|           | <i>Email from root to fjlisa@digitalriver.com</i> , dated October 19, 1997; [DR000022] (example of Digital River client "FTP upload notification").   | "Adobe's customers will be able to access Adobe products at maximum bandwidth from multiple FTP servers." <i>Internet Commerce Services Proposal for Adobe</i> , July 25, 1996; [DR000005-6].   |
|           | "Digital River's Proposed Solution" Digital River will manage MathSoft's online site and work with MathSoft's current staff to integrate purchasing options throughout the entire web site to enable customers to purchase products more easily. We will develop all commerce pages using MathSoft's branding and color schemes in an effort to remain as transparent as possible." <i>Digital River Proposal To MathSoft, Inc.</i> ; [DR000023-25] at 2 (emphasis original).   | "Digital River's Proposed Solution" Digital River will manage MathSoft's online site and work with MathSoft's current staff to integrate purchasing options throughout the entire web site to enable customers to purchase products more easily. We will develop all commerce pages using MathSoft's branding and color schemes in an effort to remain as transparent as possible." <i>Digital River Proposal To MathSoft, Inc.</i> ; [DR000023-25] at 2 (emphasis original). |
|           | 12. Implementation<br>Phase 1 – Complete Linked ESD Software Store<br>Company will develop a complete ESD software store with the look and feel of <a href="http://www.outpost.com">www.outpost.com</a> . This store will operate on the Company servers and will be linked from <a href="http://www.outpost.com">www.outpost.com</a> . Company will provide Electronically deliverable software products from over 1000 thousand [sic] publishers.   | This will be developed and implemented without any cost to Dealer<br>Company will pay Dealer on a monthly basis, under the enclosed payment schedule.   |
|           | Phase 2 – In conjunction with the Phase 1 implementation, Company will identify products that are offered in both the ESD store and in Dealer's inventory. Once these products are identified, Digital Company [sic] will provide a specific url and item detail page which can be linked directly from the product information page within <a href="http://www.outpost.com">www.outpost.com</a> . This will provide Dealer with an integrated solution for offering electronically deliverable products within it's [sic] entire software product mix. | Phase 1 margins and costs also apply to Phase 2.  |
|           | Phase 3 – Within a reasonable timeframe, Company will also offer a completely integrated solution in it's [sic] Electronic Drop-Ship program. This will enable Dealer to completely   |   |

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Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,629,135  | Digital River Secure Sales System  |
|-----------|--|--|
| 8(b)      | providing the host website with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object; and | company's server. By reducing your dependency on an Internet connection, WebWhacker 2.0 saves you time and money." [DFNDT0005383-5489].<br>"The Export function allows you to save much of the information in your database of subscribed URLs to text and image files on your hard drive or local network. You can use these files if you want to recycle graphics from a Web page or to examine and edit the HTML code of a page you admire." [DFNDT0005280-5382].<br>[DFNDT0005275-5279].<br>"Vendor's Delivery Obligations. . . Initial Deliverables. . . Vendor will provide Electronic Distributor with. . . (iv) hypertext link to <a href="http://www.digitalriver.com">www.digitalriver.com</a> in the Vendor's World Wide Web home page. . . ." <i>Electronic Software Distribution Agreement</i> between Digital River and Auto FX Corp, dated July 18, 1996; [DR000013-21]; <i>see also e.g., Email from Digital River to Auto FX</i> , dated September 26, 1997; [DR0000033] ("The URL for the Auto FX site is at the bottom of this email.");<br>"Bitstream Fonts Online!" hypertext link (" <a href="http://www2.digitalriver.com/bit/index.html">http://www2.digitalriver.com/bit/index.html</a> ")>Bitstream fonts online</A>"; <i>Bitstream.com Home Page</i> , <a href="http://web.archive.org/web/19970117162333/http://www.bitstream.com/">http://www.bitstream.com/</a> ; [DR000034-38];<br>"Shop Online" hypertext link; <i>Seattle Support Group Home Page</i> , <a href="http://www.ssgp.com">www.ssgp.com</a> ; [DR000039-50];<br>QFEX Home Page, <a href="http://web.archive.org/web/199707093153/www.qfex.com/frame1.html">http://web.archive.org/web/199707093153/www.qfex.com/frame1.html</a> ; [DR0000055-62];<br>[DR026692] (Bitstream gif and html files)<br>[DR026693] (Digital Frontiers gif, jpg, html, and qry files)<br>[DR026694] (OnTrack Data Recovery Services software) |

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Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

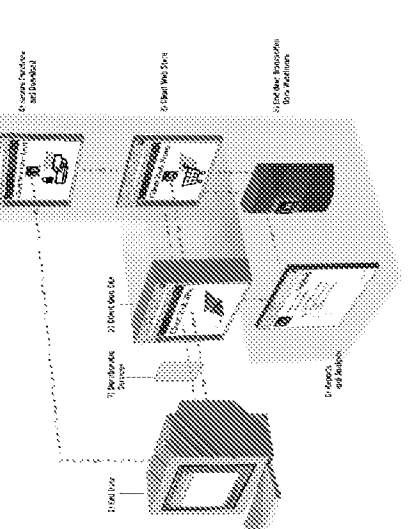
| Claim No. | Claim Language of U.S. Patent No. 6,629,135   | Digital River Secure Sales System  |
|-----------|---|--|
|           | integrate the Company products into the sales process at <a href="http://www.outpost.com">www.outpost.com</a> . This would allow for ESD products to be mixed with Dealer physical shipments in the same shopping basket on <a href="http://www.outpost.com">www.outpost.com</a> . This option will require a development effort by Dealer, and can be launched at a later time." | <i>Cyberian Outpost, Inc. Dealer Agreement effective March 30, 1998</i> at 3-4 [DR059440-DR059447].<br>We can help you from development to post-sale.<br>As a Digital River client you receive end-to-end service to help your company grow. We provide assistance with software commerce site development. Digital River builds the screens to match your 'look and feel' and to create a transparent buying experience that enhances sales opportunities. Working with Digital River is easy, because you'll experience near immediate set-up. The development cycle to 'live' selling is often complete within a few weeks. The seamless transaction process for your customers encourages additional sales. We deliver cross-sell and up-sell opportunities to manage your average sale size, profits, margins and return on investment.<br>As a software publisher, the incremental revenue and efficiencies can quickly improve your bottom line. Or, as a Digital River online dealer, you can establish or enhance your own software store, directly from a link on your site. You can immediately expand your content, inventory and shelf space to offer the more than 110,000 software products currently available through Digital River.<br><i>Digital River Information Kit</i> at 10 [DR004328].<br>"Development—the development of an easy to use online store is done by DR [Digital River] to fit the look and feel of your home web site at no cost. DR will incorporate your color schemes, logos and general feel in an attempt to remain as transparent as possible.<br><b>Maintenance of the online store</b> – DR gives you two options in the maintenance of your store. First, you have access to your Account Development Manager to make changes to your site. These may include pricing changes, product additions or deletions, or just a change in the look or flow of the site which may |

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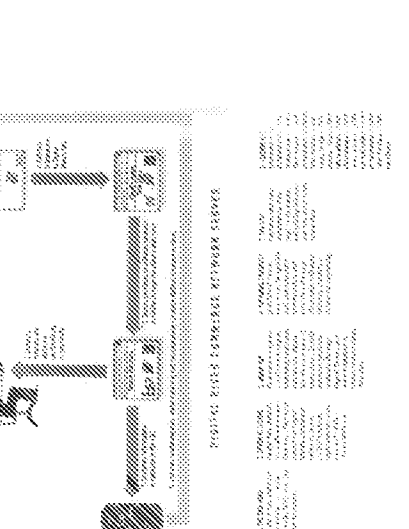
Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

|  |  |
|--|--|
| <p>Claim No.<br/>8(c)</p>  | <p>Claim Language of U.S. Patent No. 6,629,135</p>   |
| <p>upon receiving an activation of the provided link from the visitor computer, serving to the commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link.</p> | <p>Digital River Secure Sales System</p> <p>manually or more of your software. And it all takes place during a single purchase process. Digital River has created seamless continuity." <i>Digital River - Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/19971221024519/digitalriver.com/Exec3.html">http://web.archive.org/web/19971221024519/digitalriver.com/Exec3.html</a>; [DR000003-4] (emphasis original).</p> <p>"Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security, collections and reporting of the sale of software. Throughout this process it will appear to the consumer as if the transaction is being processed by the manufacturer or dealer while Digital River SSS is handling the whole transaction "behind the scenes". [sic] <i>Digital River - Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/19970412100754/http://www.digitalriver.com/">http://web.archive.org/web/19970412100754/http://www.digitalriver.com/</a>; [DR000001-2].</p> <p>"Digital River will develop and manage an online store for IMSI for the purpose of offering MasterClips products for sale on the <a href="http://www.masterclips.com">www.masterclips.com</a> web site. These products will include: up to 300,000 MasterClips images and clipart, 40,000 images under license from Corel and assorted applications from the IMSI selection of software. This store will be designed to mirror the look and feel of <a href="http://www.masterclips.com">www.masterclips.com</a> and will contain a complete commerce system for online product delivery." <i>IMSI/Digital River Online Store for Masterclips Products Software Superstore linked to www.masterclips.com</i>, dated December 16, 1997; [DR000063-64].</p> <p>"[W]e provide an electronic commerce solution for your website. We emulate the look and feel of your site so an end-user can come in and pay for product via a secure credit card solution and download the product directly." <i>Letter from Digital River to Kathy Haynes of Traveling Software</i>, dated September 11, 1997; [DR000065].</p> <p>"<b>Consistent Look and Feel between Store and Home Site.</b> Customers will have the ability to click a "buy button" from any number of places within <a href="http://www.ea.com">www.ea.com</a> and will be linked to a complete store, or a specific product detail page. All of the Commerce pages will carry the branding, look and feel of <a href="http://www.ea.com">www.ea.com</a>. This consistent look and feel is essential to a smooth customer experience, and will promote high conversion ratios.</p> |

Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

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|--|---|
| <p>Claim No.<br/>8(c)</p>  | <p>Claim Language of U.S. Patent No. 6,629,135</p>  |
| <p>upon receiving an activation of the provided link from the visitor computer, serving to the commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link.</p> | <p>Digital River Secure Sales System</p>  <p>"After clicking on the "Buy Button", the end-user is transferred to a Web store hosted on Digital River's commerce network server ("CNS"), which replicates the look and feel of the client Web site." [DR037478-DR037479].</p> |

Comparison of U.S. Patent No. 6,629,135 and Digital River Secure Sales System Prior Art

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| <p>Claim No.<br/>8(c)</p>   | <p>Claim Language of U.S. Patent No. 6,629,135</p>  |
| <p>For every product page within <a href="http://www.ea.com">www.ea.com</a>, Digital River can provide EA with specific URL's for direct product links. This will allow users to shop directly on <a href="http://www.ea.com">www.ea.com</a>, and have the ability to purchase product at any time. The page presented will have a single produce listed, and will be linked directly to the shopping basket. For an example of such a product page, please refer to Figure 2 [sic].</p> <p>In addition, Digital River will develop an online store featuring all of EA's products. Like the current EA Store, users can search by product category, key words, or platform. Product specials or new products can be featured on the front page of this store to provide for greater attention. For an example of how the EA Store might look, please refer to Figure 2." <i>Digital River Proposal Summary</i>, April 29, 1998; [DR000066-72] (emphasis original).</p> <p>"Using its CNS platform, the Company creates Web stores for its clients that replicate the look and feel of such client's own Web sites. End-users browse for products and make purchases online, and, once purchases are made, the Company delivers the products directly to the end-users, primarily through FSD." <i>BancAmerica, Digital River, Inc., Initiating Coverage of Emerging Software E-Business Franchise</i>, September 8, 1998; [DR000073-79].</p> <p>As explained above, the specific elements contained on the e-commerce supported web pages corresponding to the captured "look and feel description" of the host (client) website vary based upon the look and feel of the host website. Such elements utilized in the Digital River SSS process include: top banners utilizing host logos and/or names, and hypertext links to host webpages; left side navigation buttons; footers utilizing host logos and/or names, hypertext links to host webpages, and copyright notices; color schemes consistent with those utilized in host websites, including background, font, and graphics color schemes; and page layout consistent with host website. Examples of the use of such elements include: <i>Welcome to Bistream, Inc.</i>, <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/ai/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/ai/index.html</a>; and as reconstructed inserting referenced .gif files; [DR000028-31]; [DR000032]; see also <i>Facsimile from Andrea Ricco of Bistream, Inc.</i>, dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bistream online ordering system); <i>Seattle Support Group</i>, <a href="http://www.digitalriver.com/digitalriver/Welcome.asp?type=144-1001">http://www.digitalriver.com/digitalriver/insertitem.asp?function=insert&amp;item=CDPLV1-TOTW</a>.</p> | <p>Digital River Secure Sales System</p>  <p>August 11, 1998 Prospectus at 2 [DR074557-074636].</p> <p>"<b>Extending your selling environment.</b> Better yet, the entire transaction takes place in the selling environment you've created, surrounded by the look and feel of your identity, with your products presented the way you want them presented, with no competition. Your customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There's no sensation of being suddenly hustled off to another location. Your customers won't end up at some foreign-looking page where they have to hunt to find your product. You can even prompt customers to purchase additional products, for instance printed</p> |

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Digital River Secure Sales System   |
|-----------|---|---|
|           |   | [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);<br>DTP Direct, Software Store, <a href="https://www.digitalriver.com/dr...c_MAIN_Entry9/SP=10039&amp;PN=1&amp;sl=1">https://www.digitalriver.com/dr...c_MAIN_Entry9/SP=10039&amp;PN=1&amp;sl=1</a> ; [DR0000091];<br>DTP Direct, <a href="http://www4.digitalriver.com/cgi-bin/Tango2.cgi?dealer/dtp/ireed/home/dr?71d=1020&amp;level=1">http://www4.digitalriver.com/cgi-bin/Tango2.cgi?dealer/dtp/ireed/home/dr?71d=1020&amp;level=1</a> ; [DR0000112];<br>Digital River Proposal Summary, April 29, 1998, Figures 1, 2; [DR0000066-72];<br><a href="http://www.digitalriver.com/dr/v2/IN_Entry1/SP=10039&amp;PN=1&amp;VI=01760">http://www.digitalriver.com/dr/v2/IN_Entry1/SP=10039&amp;PN=1&amp;VI=01760</a> ; [DR0001247];<br>DTP Direct, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN_Entry1/SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN_Entry1/SP=10039&amp;PN=1</a> ; [DR0024360];<br><a href="http://www3.digitalriver.com/di...&amp;item=LP1-5030-A1&amp;Version=W1X95">http://www3.digitalriver.com/di...&amp;item=LP1-5030-A1&amp;Version=W1X95</a> ; [DR0023058];<br><a href="http://www3.digitalriver.com/di...E3SE&amp;function=form&amp;order=113646">http://www3.digitalriver.com/di...E3SE&amp;function=form&amp;order=113646</a> ; [DR0024059];<br>DTP Direct, <a href="https://www.digitalriver.com/dr...c_MAIN_Entry2/SP=10039&amp;PN=1&amp;sl=1">https://www.digitalriver.com/dr...c_MAIN_Entry2/SP=10039&amp;PN=1&amp;sl=1</a> ; [DR0023202];<br>DTP Direct, <a href="https://www.digitalriver.com/dr...c_MAIN_Entry9/SP=10039&amp;PN=1&amp;sl=1">https://www.digitalriver.com/dr...c_MAIN_Entry9/SP=10039&amp;PN=1&amp;sl=1</a> ; [DR0024360];<br>DTP Direct, <a href="https://www.digitalriver.com/dr...c_MAIN_Entry9/SP=10039&amp;PN=1&amp;sl=1">https://www.digitalriver.com/dr...c_MAIN_Entry9/SP=10039&amp;PN=1&amp;sl=1</a> ; [DR0024415];<br>DTP Direct, <a href="https://www.digitalriver.com/dr/v2/ec_MAIN_Entry1/SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec_MAIN_Entry1/SP=10039&amp;PN=1</a> ; [DR0024675];<br>DTP Direct, <a href="https://www.digitalriver.com/dr...c_MAIN_Entry9/SP=10039&amp;PN=1&amp;sl=1">https://www.digitalriver.com/dr...c_MAIN_Entry9/SP=10039&amp;PN=1&amp;sl=1</a> ; [DR0025142];<br>[DR0026692] (Bistream gif and html files)<br>[DR0026693] (Digital Frontiers gif, jpg, hmi, and qrv files)<br>[DR0026694] (OnTrack Data Recovery Services software) |

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Digital River Secure Sales System   |
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|           |   | [DR0026771-DR0033425] (source code stored on DR database for constructing e-commerce supported page);<br>"You can look at Digital River as the "plumbers" behind the scene at your web site. Our seamless interface sits behind your web site and delivers the product to end-users." <i>Digital River Newsletter, February 1998</i> [DFNDT 0005168]. |

EXHIBIT 11B

To

Peter Kent's Opening Expert Report  
 Regarding the Invalidity of the '135, '572  
 and '399 Patents

Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the Digital River Secure Sales System (SSS) anticipates and/or renders obvious, alone or in combination with other prior art, the asserted claims as described in part below.

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Digital River Secure Sales System  |
|-----------|--|--|
| 13        | An e-commerce outsourcing system comprising: | "Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security, collections and reporting of the sale of software. Throughout this process, it will appear to the consumer as if the transaction is being processed by the manufacturer or dealer while the Digital River SSS is handling the whole transaction "behind the scenes." [sic]<br><i>Digital River - Secure Encrypted Software Distribution</i><br><a href="http://web.archive.org/web/19970412100754/http://www.digitalriver.com/">http://web.archive.org/web/19970412100754/http://www.digitalriver.com/</a> ; [DR000001-2].<br>"Extend your selling environment Better yet, the entire transaction takes place in the selling environment you've created, surrounded by the look and feel of your identity, with your products presented the way you want them presented, with no competition. Your customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There's no sensation of being suddenly hustled off to another location. Your customers won't end up at some foreign-looking page where they have to hunt to find your product."<br><i>Digital River - Secure Encrypted Software Distribution</i><br><a href="http://web.archive.org/web/19971221024519.digitalriver.com/24963.html">http://web.archive.org/web/19971221024519.digitalriver.com/24963.html</a> ; [DR000003-4] (emphasis original).<br>Maintain your own identity and branding.<br>Digital River facilitates the sale of your products to your customers. To most consumers, our services often appear as nothing more than a web site "buy" button. But behind this simple device is sophisticated electronic commerce technology which gives consumers the ability to immediately and easily purchase and download the digital products of their choice. As |

<sup>1</sup> The Digital River SSS process was offered for sale, sold, and publicly used in connection with more than 500 client websites prior to September 17, 1998. While the offer and sale of the Digital River SSS process was publicly used with approximately 500 client websites, the specific elements Digital River utilized to create "transparent e-commerce support pages" for its clients varied based upon the specific look and feel of the host (client) website. The documents expressly referenced herein are provided as illustrative examples of the Digital River SSS process as utilized prior to September 17, 1998. Additional documents evidencing the offer for sale, sale and public use of the Digital River SSS process will be produced pursuant to Local Patent Rule 3-4(b).

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Digital River Secure Sales System  |
|-----------|--|--|
|           | integrate the Company products into the sales process at <a href="http://www.outpost.com">www.outpost.com</a> . This would allow for ESD products to be mixed with Dealer physical shipments in the same shopping basket on <a href="http://www.outpost.com">www.outpost.com</a> . This option will require a development effort by Dealer, and can be launched at a later time.<br><br><i>Cyberian Outpost, Inc. Dealer Agreement effective March 30, 1998 at 3-4 [DR059440- DR059447].</i><br><br>We can help you from development to post-sale.<br><br>As a Digital River client you receive end-to-end service to help your company grow. We provide assistance with software commerce site development. Digital River builds the screens to match your "look and feel" and to create a transparent buying experience that enhances sales opportunities. Working with Digital River is easy, because you'll experience near immediate set-up. The development cycle to "live" selling is often complete within a few weeks. The seamless transaction process for your customers encourages additional sales. We deliver cross-sell and up-sell opportunities to manage your average sale size, profits, margins and return on investment.<br><br>As a software publisher, the incremental revenue and efficiencies can quickly improve your bottom line. Or, as a Digital River online dealer, you can establish or enhance your own software store, directly from a link on your site. You can immediately expand your content, inventory and shelf space to offer the more than 110,000 software products currently available through Digital River.<br><br><i>Digital River Information Kit at 10 [DR004328].</i><br><br>"Development – the development of an easy to use online store, is done by DR [Digital River] to fit the look and feel of your home web site at no cost. DR will incorporate your color schemes, logos and general feel in an attempt to remain as transparent as possible.<br><br><b>Maintenance of the online store</b> – DR gives you two options in the maintenance of your store. First, you have access to your Account Development Manager to make changes to your site. These may include pricing changes, product additions or deletions, or just a change in the look or flow of the site which may | integrate the Company products into the sales process at <a href="http://www.outpost.com">www.outpost.com</a> . This would allow for ESD products to be mixed with Dealer physical shipments in the same shopping basket on <a href="http://www.outpost.com">www.outpost.com</a> . This option will require a development effort by Dealer, and can be launched at a later time.<br><br><i>Cyberian Outpost, Inc. Dealer Agreement effective March 30, 1998 at 3-4 [DR059440- DR059447].</i><br><br>We can help you from development to post-sale.<br><br>As a Digital River client you receive end-to-end service to help your company grow. We provide assistance with software commerce site development. Digital River builds the screens to match your "look and feel" and to create a transparent buying experience that enhances sales opportunities. Working with Digital River is easy, because you'll experience near immediate set-up. The development cycle to "live" selling is often complete within a few weeks. The seamless transaction process for your customers encourages additional sales. We deliver cross-sell and up-sell opportunities to manage your average sale size, profits, margins and return on investment.<br><br>As a software publisher, the incremental revenue and efficiencies can quickly improve your bottom line. Or, as a Digital River online dealer, you can establish or enhance your own software store, directly from a link on your site. You can immediately expand your content, inventory and shelf space to offer the more than 110,000 software products currently available through Digital River.<br><br><i>Digital River Information Kit at 10 [DR004328].</i><br><br>"Development – the development of an easy to use online store, is done by DR [Digital River] to fit the look and feel of your home web site at no cost. DR will incorporate your color schemes, logos and general feel in an attempt to remain as transparent as possible.<br><br><b>Maintenance of the online store</b> – DR gives you two options in the maintenance of your store. First, you have access to your Account Development Manager to make changes to your site. These may include pricing changes, product additions or deletions, or just a change in the look or flow of the site which may |

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Digital River Secure Sales System   |
|-----------|---|---|
|           | consumers become more savvy; this efficiency of purchase and delivery will become one of the primary advantages of selling digital products over the Internet.<br><br>When customers want to purchase, they push the "buy" button and are transferred immediately and transparently to the Digital River Central Commerce Server. This retains the "look and feel" of your own site and encourages the customer to buy – easily and quickly. Depending on your preferences and marketing initiatives, buyers can be offered additional cross-sell, up-sell, special offer and bundled products related to their purchases. Credit information is verified, the sale is transacted and the purchases are then downloaded to the buyer.<br><br><i>Digital River Information Kit at 8 [DR004326].</i><br><br>"Digital River, Inc. proposes to maintain and develop transparent secure Internet marketing and sales services for Adobe's Web site and products. Services will be provided through Digital River's S3 commerce encryption solution which was designed to manage transactions behind the scenes. . . ." <i>Internet Commerce Services Proposal for Adobe, July 25, 1996; [DR000005-6].</i><br><br>[DR004245-66].<br><br><i>See also [DR074797-074937] and [DR074670-074796].</i><br><br>Flow chart depicting "The Digital River Internet Ordering System (StoryBoard Overview)" and stating "[a]ll ISV and Dealer pages are located on the Digital River Server." [DR000007-12].<br><br>Flow chart depicting "Level 1" and stating that depicted ISV and Dealer pages "will actually be built 'on-the-fly' as users arrive from various ISV and Dealer web pages using database image and content values. . . . The user will be presented with a page on the Digital River Server that is similar in feel to the ISV or Dealer page." [DR000007-12].<br><br>"Vendor's Delivery Obligations. a. Initial Deliverables. . . . Vendor will provide Electronic Distributor with . . . (v) all the items and materials specified in the "Requirements Checklist" on Exhibit A. . . . Exhibit A. . . . II Requirements Checklist. . . . 7) Trademarks/logos (gif file). <i>Electronic Software Distribution Agreement between Digital River and Auto F/X Corp. dated July 18, 1996; [DR000013-21]; see also e.g.,</i> | consumers become more savvy; this efficiency of purchase and delivery will become one of the primary advantages of selling digital products over the Internet.<br><br>When customers want to purchase, they push the "buy" button and are transferred immediately and transparently to the Digital River Central Commerce Server. This retains the "look and feel" of your own site and encourages the customer to buy – easily and quickly. Depending on your preferences and marketing initiatives, buyers can be offered additional cross-sell, up-sell, special offer and bundled products related to their purchases. Credit information is verified, the sale is transacted and the purchases are then downloaded to the buyer.<br><br><i>Digital River Information Kit at 8 [DR004326].</i><br><br>"Digital River, Inc. proposes to maintain and develop transparent secure Internet marketing and sales services for Adobe's Web site and products. Services will be provided through Digital River's S3 commerce encryption solution which was designed to manage transactions behind the scenes. . . ." <i>Internet Commerce Services Proposal for Adobe, July 25, 1996; [DR000005-6].</i><br><br>[DR004245-66].<br><br><i>See also [DR074797-074937] and [DR074670-074796].</i><br><br>Flow chart depicting "The Digital River Internet Ordering System (StoryBoard Overview)" and stating "[a]ll ISV and Dealer pages are located on the Digital River Server." [DR000007-12].<br><br>Flow chart depicting "Level 1" and stating that depicted ISV and Dealer pages "will actually be built 'on-the-fly' as users arrive from various ISV and Dealer web pages using database image and content values. . . . The user will be presented with a page on the Digital River Server that is similar in feel to the ISV or Dealer page." [DR000007-12].<br><br>"Vendor's Delivery Obligations. a. Initial Deliverables. . . . Vendor will provide Electronic Distributor with . . . (v) all the items and materials specified in the "Requirements Checklist" on Exhibit A. . . . Exhibit A. . . . II Requirements Checklist. . . . 7) Trademarks/logos (gif file). <i>Electronic Software Distribution Agreement between Digital River and Auto F/X Corp. dated July 18, 1996; [DR000013-21]; see also e.g.,</i> |

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

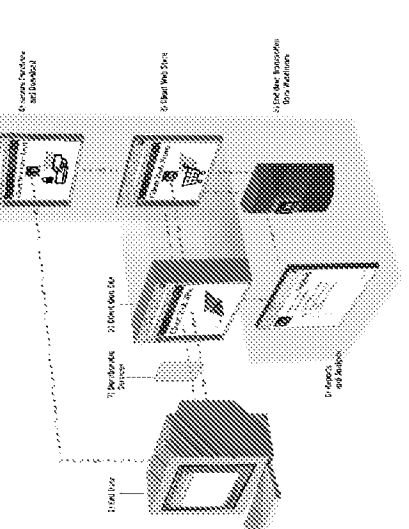
| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Digital River Secure Sales System   |
|-----------|---|---|
|           | increase revenues. Your second option is to make these changes yourself in DR's system through a private, secure URL." <i>Digital River's Percentage of Sales Model – A Value Proposition; [DR000026-27] at 2</i> (emphasis original).<br><br><i>Welcome to Bitstream, Inc.,</i><br><a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html</a> ; and as reconstructed inserting referenced gif files; [DR000028-31]; [DR0000032]<br>[DR026692] (Bitstream gif and html files)<br>[DR026693] (Digital Frontiers gif, jpg, html, and qry files).<br>[DR026694] (OnTrack Data Recovery Services software)<br>[DR034615-16] ("look and feel"; data associated with source page Digital Frontiers stored on DR server).<br>[DR034606-07] ("look and feel"; data associated with source page Bitstream stored on DR server).<br>[DR026733-36] (checklist detailing capture procedure).<br>[DR074637-074669]. | increase revenues. Your second option is to make these changes yourself in DR's system through a private, secure URL." <i>Digital River's Percentage of Sales Model – A Value Proposition; [DR000026-27] at 2</i> (emphasis original).<br><br><i>Welcome to Bitstream, Inc.,</i><br><a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html</a> ; and as reconstructed inserting referenced gif files; [DR000028-31]; [DR0000032]<br>[DR026692] (Bitstream gif and html files)<br>[DR026693] (Digital Frontiers gif, jpg, html, and qry files).<br>[DR026694] (OnTrack Data Recovery Services software)<br>[DR034615-16] ("look and feel"; data associated with source page Digital Frontiers stored on DR server).<br>[DR034606-07] ("look and feel"; data associated with source page Bitstream stored on DR server).<br>[DR026733-36] (checklist detailing capture procedure).<br>[DR074637-074669]. |

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

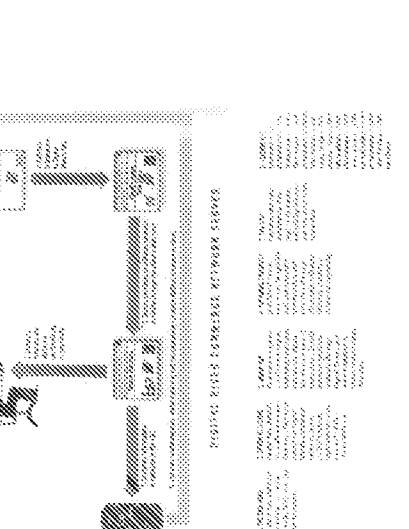
| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Digital River Secure Sales System  |
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|           | Adobe's customers will be able to access Adobe products at maximum bandwidth from multiple FTP servers." <i>Internet Commerce Services Proposal for Adobe, July 25, 1996; [DR000005-6].</i><br><br>"Digital River's Proposed Solution" Digital River will manage MathSoft's online store and work with MathSoft's current staff to integrate purchasing options throughout the entire web site to enable customers to purchase products more easily. We will develop all commerce pages using MathSoft's branding and color schemes in an effort to remain as transparent as possible." <i>Digital River Proposal To Mathsoft, Inc.; [DR000023-25] at 2</i> (emphasis original).<br><br>12. Implementation<br>Phase 1 – Complete Linked ESD Software Store<br>Company will develop a complete ESD software store with the look and feel of <a href="http://www.outpost.com">www.outpost.com</a> . This store will operate on the Company servers and will be linked from <a href="http://www.outpost.com">www.outpost.com</a> . Company will provide Electronically deliverable software products from over 1000 thousand [sic] publishers.<br><br>This will be developed and implemented without any cost to Dealer<br>Company will pay Dealer on a monthly basis, under the enclosed payment schedule.<br><br>Phase 2 – In conjunction with the Phase 1 implementation, Company will identify products that are offered in both the ESD store and in Dealer's inventory. Once these products are identified, Digital Company [sic] will provide a specific url and item detail page which can be linked directly from the product information page within <a href="http://www.outpost.com">www.outpost.com</a> . This will provide Dealer with an integrated solution for offering electronically deliverable products within it's [sic] entire software product mix.<br><br>Phase 1 margins and costs also apply to Phase 2.<br><br>Phase 3 – Within a reasonable timeframe, Company will also offer a completely integrated solution in it's [sic] Electronic Drop-Ship program. This will enable Dealer to completely | Adobe's customers will be able to access Adobe products at maximum bandwidth from multiple FTP servers." <i>Internet Commerce Services Proposal for Adobe, July 25, 1996; [DR000005-6].</i><br><br>"Digital River's Proposed Solution" Digital River will manage MathSoft's online store and work with MathSoft's current staff to integrate purchasing options throughout the entire web site to enable customers to purchase products more easily. We will develop all commerce pages using MathSoft's branding and color schemes in an effort to remain as transparent as possible." <i>Digital River Proposal To Mathsoft, Inc.; [DR000023-25] at 2</i> (emphasis original).<br><br>12. Implementation<br>Phase 1 – Complete Linked ESD Software Store<br>Company will develop a complete ESD software store with the look and feel of <a href="http://www.outpost.com">www.outpost.com</a> . This store will operate on the Company servers and will be linked from <a href="http://www.outpost.com">www.outpost.com</a> . Company will provide Electronically deliverable software products from over 1000 thousand [sic] publishers.<br><br>This will be developed and implemented without any cost to Dealer<br>Company will pay Dealer on a monthly basis, under the enclosed payment schedule.<br><br>Phase 2 – In conjunction with the Phase 1 implementation, Company will identify products that are offered in both the ESD store and in Dealer's inventory. Once these products are identified, Digital Company [sic] will provide a specific url and item detail page which can be linked directly from the product information page within <a href="http://www.outpost.com">www.outpost.com</a> . This will provide Dealer with an integrated solution for offering electronically deliverable products within it's [sic] entire software product mix.<br><br>Phase 1 margins and costs also apply to Phase 2.<br><br>Phase 3 – Within a reasonable timeframe, Company will also offer a completely integrated solution in it's [sic] Electronic Drop-Ship program. This will enable Dealer to completely |



|                        |  |  |
|------------------------|--|--|
| <p>Claim No. 13(b)</p> | <p>Claim Language of U.S. Patent No. 6,993,572</p> | <p>Digital River Secure Sales System</p> <p>manually or more of your software. And it all takes place during a single purchase process. Digital River has created seamless continuity." <i>Digital River - Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/199712211024519/digitalriver.com/Exec3.html">http://web.archive.org/web/199712211024519/digitalriver.com/Exec3.html</a>; [DR000003-4] (emphasis original).</p> <p>"Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security, collections and reporting of the sale of software. Throughout this process it will appear to the consumer as if the transaction is being processed by the manufacturer or dealer while Digital River SSS is handling the whole transaction 'behind the scenes'; [sic] <i>Digital River - Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/19970412100754/http://www.digitalriver.com/">http://web.archive.org/web/19970412100754/http://www.digitalriver.com/</a>; [DR000001-2].</p> <p>"Digital River will develop and manage an online store for IMSI for the purpose of offering MasterClips products for sale on the <a href="http://www.masterclips.com">www.masterclips.com</a> web site. These products will include: up to 300,000 MasterClips images and clipart, 40,000 images under license from Corel and assorted applications from the IMSI selection of software. This store will be designed to mirror the look and feel of <a href="http://www.masterclips.com">www.masterclips.com</a> and will contain a complete commerce system for online product delivery." <i>IMSI/Digital River Online Store for Masterclips Products Software Superstore linked to www.masterclips.com</i>, dated December 16, 1997; [DR000063-64].</p> <p>"[W]e provide an electronic commerce solution for your website. We emulate the look and feel of your site so an end-user can come in and pay for product via a secure credit card solution and download the product directly." <i>Letter from Digital River to Kathy Haynes of Traveling Software</i>, dated September 11, 1997; [DR000065].</p> <p>"<b>Consistent Look and Feel between Store and Home Site.</b> Customers will have the ability to click a 'buy button' from any number of places within <a href="http://www.ea.com">www.ea.com</a> and will be linked to a complete store, or a specific product detail page. All of the Commerce pages will carry the branding, look and feel of <a href="http://www.ea.com">www.ea.com</a>. This consistent look and feel is essential to a smooth customer experience, and will promote high conversion ratios.</p> |
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| <p>Claim No. 13(b)</p> | <p>Claim Language of U.S. Patent No. 6,993,572</p> | <p>Digital River Secure Sales System</p>  <p>"After clicking on the "Buy Button", the enduser is transferred to a Web store hosted on Digital River's commerce network server ("CNS"), which replicates the look and feel of the client Web site." [DR037478-DR037479].</p> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 6,993,572</p> | <p>Digital River Secure Sales System</p> <p>For every product page within <a href="http://www.ea.com">www.ea.com</a>, Digital River can provide EA with specific URL's for direct product links. This will allow users to shop directly on <a href="http://www.ea.com">www.ea.com</a>, and have the ability to purchase product at any time. The page presented will have a single produce listed, and will be linked directly to the shopping basket. For an example of such a product page, please refer to Figure 2 [sic].</p> <p>In addition, Digital River will develop an online store featuring all of EA's products. Like the current EA Store, users can search by product category, key words, or platform. Product specials or new products can be featured on the front page of this store to provide for greater attention. For an example of how the EA Store might look, please refer to Figure 2." <i>Digital River Proposal Summary</i>, April 29, 1998; [DR000066-72] (emphasis original).</p> <p>"Using its CNS platform, the Company creates Web stores for its clients that replicate the look and feel of such client's own Web sites. End-users browse for products and make purchases online, and, once purchases are made, the Company delivers the products directly to the end-users, primarily through FSD." <i>BancAmerica, Digital River, Inc., Initiating Coverage of Emerging Software E-Business Franchise</i>, September 8, 1998; [DR000073-79].</p> <p>As explained above, the specific elements contained on the e-commerce supported web pages corresponding to the captured "look and feel description" of the host (client) website vary based upon the look and feel of the host website. Such elements utilized in the Digital River SSS process include: top banners utilizing host logos and/or names, and hypertext links to host webpages; left side navigation buttons; footers utilizing host logos and/or names, hypertext links to host webpages, and copyright notices; color schemes consistent with those utilized in host websites, including background, font, and graphics color schemes; and page layout consistent with host website. Examples of the use of such elements include: <i>Welcome to Bistream, Inc.</i>, <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bi/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bi/index.html</a>; and as reconstructed inserting referenced .gif files: [DR000028-31], [DR000032]; see also <i>Facsimile from Andrea Ricco of Bistream, Inc.</i>, dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bistream online ordering system); <i>Seattle Support Group</i>, <a href="http://www.digitalriver.com/digitalriver/Welcome.asp?type=1&amp;id=1001">http://www.digitalriver.com/digitalriver/Welcome.asp?type=1&amp;id=1001</a>; and <a href="http://www.digitalriver.com/digitalriver/insertitem.asp?function=insert&amp;item=CDPIV1-TOTW">http://www.digitalriver.com/digitalriver/insertitem.asp?function=insert&amp;item=CDPIV1-TOTW</a>.</p> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 6,993,572</p> | <p>Digital River Secure Sales System</p>  <p>August 11, 1998 Prospectus at 2 [DR074557-074636].</p> <p>"<b>Extending your selling environment.</b> Better yet, the entire transaction takes place in the selling environment you've created, surrounded by the look and feel of your identity, with your products presented the way you want them presented, with no competition. Your customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There's no sensation of being suddenly hustled off to another location. Your customers won't end up at some foreign-looking page where they have to hunt to find your product. You can even prompt customers to purchase additional products, for instance printed</p> |
|------------------|--|---|

Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Digital River Secure Sales System   |
|-----------|---|---|
| 20        | <p>page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link.</p> <p>The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.</p> | <p><i>Welcome to Bitstream, Inc.</i><br/> <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html</a>; and as reconstructed inserting referenced gif files; [DR000028-31]; [DR000032]; see also <i>Facsimile from Andrea Rizzo of Bitstream, Inc.</i>, dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system);</p> <p><i>Seattle Support Group</i>, <a href="http://www.digitalriver.com/digitalriver/Welcome.cfm?type=1&amp;id=1001">http://www.digitalriver.com/digitalriver/Welcome.cfm?type=1&amp;id=1001</a>; and <a href="http://www.digitalriver.com/digitalriver/insertitem.cfm?function=insert&amp;item=CDPLV1-TOTW">http://www.digitalriver.com/digitalriver/insertitem.cfm?function=insert&amp;item=CDPLV1-TOTW</a>; [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);</p> <p><i>DTP Direct Software Store</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=</a>; [DR000091];</p> <p><i>DTP Direct</i>, <a href="https://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home.cfm?id=1020&amp;level=">https://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home.cfm?id=1020&amp;level=</a>; [DR000112];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry1?SP=10039&amp;PN=1">https://www.digitalriver.com/dr...c.MAIN.Entry1?SP=10039&amp;PN=1</a>; [DR022396];</p> <p><a href="http://www3.digitalriver.com/di...&amp;item=PL1-5000-A1&amp;Version=WIN95">http://www3.digitalriver.com/di...&amp;item=PL1-5000-A1&amp;Version=WIN95</a>; [DR023058];</p> <p><a href="http://www3.digitalriver.com/di...E0SE&amp;function=form&amp;order=113646">http://www3.digitalriver.com/di...E0SE&amp;function=form&amp;order=113646</a>; [DR023059];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=</a>; [DR023202];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=</a>; [DR024360];</p> |

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Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Digital River Secure Sales System   |
|-----------|---|---|
|           |   | <p>[DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);</p> <p><i>DTP Direct Software Store</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=</a>; [DR000091];</p> <p><i>DTP Direct</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home.cfm?id=1020&amp;level=">http://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home.cfm?id=1020&amp;level=</a>; [DR000112];</p> <p><i>Digital River Proposal Summary</i>, April 29, 1998, Figures 1, 2; [DR000066-72];</p> <p><a href="http://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=">http://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=</a>; [DR001247];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry1?SP=10039&amp;PN=1">https://www.digitalriver.com/dr...c.MAIN.Entry1?SP=10039&amp;PN=1</a>; [DR022396];</p> <p><a href="http://www3.digitalriver.com/di...&amp;item=PL1-5000-A1&amp;Version=WIN95">http://www3.digitalriver.com/di...&amp;item=PL1-5000-A1&amp;Version=WIN95</a>; [DR023058];</p> <p><a href="http://www3.digitalriver.com/di...E0SE&amp;function=form&amp;order=113646">http://www3.digitalriver.com/di...E0SE&amp;function=form&amp;order=113646</a>; [DR023059];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=</a>; [DR023202];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=</a>; [DR024360];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=</a>; [DR024415];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry1?SP=10039&amp;PN=1">https://www.digitalriver.com/dr...c.MAIN.Entry1?SP=10039&amp;PN=1</a>; [DR024675];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=</a>; [DR025142];</p> <p>[DR026692] (Bitstream gif and html files);</p> <p>[DR026693] (Digital Frontiers gif, jpg, html, and qry files);</p> <p>[DR026694] (OnTrack Data Recovery Services software);</p> |

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Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Digital River Secure Sales System  |
|-----------|---|--|
| 21        | <p>The process of claim 17 wherein the look and feel description comprises data defining: a) a logo associated with and displayed on at least some of the web pages of the first website; b) a color scheme used on at least some of the web pages of the first website; c) a page layout used on at least some of the web pages of the first website; and d) navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.</p> | <p><i>Welcome to Bitstream, Inc.</i><br/> <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html</a>; and as reconstructed inserting referenced gif files; [DR000028-31]; [DR000032]; see also <i>Facsimile from Andrea Rizzo of Bitstream, Inc.</i>, dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system);</p> <p><i>Seattle Support Group</i>, <a href="http://www.digitalriver.com/digitalriver/Welcome.cfm?type=1&amp;id=1001">http://www.digitalriver.com/digitalriver/Welcome.cfm?type=1&amp;id=1001</a>; and <a href="http://www.digitalriver.com/digitalriver/insertitem.cfm?function=insert&amp;item=CDPLV1-TOTW">http://www.digitalriver.com/digitalriver/insertitem.cfm?function=insert&amp;item=CDPLV1-TOTW</a>; [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);</p> <p><i>DTP Direct Software Store</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/dr...c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=</a>; [DR000091];</p> <p><i>DTP Direct</i>, <a href="https://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home.cfm?id=1020&amp;level=">https://www4.digitalriver.com/cgi-bin/Tango2.cgi/dealer/dtpdirect/home.cfm?id=1020&amp;level=</a>; [DR000112];</p> <p><i>Digital River Proposal Summary</i>, April 29, 1998, Figures 1, 2; [DR000066-72];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...c.MAIN.Entry1?SP=10039&amp;PN=1">https://www.digitalriver.com/dr...c.MAIN.Entry1?SP=10039&amp;PN=1</a>; [DR022396];</p> <p><a href="http://www3.digitalriver.com/di...&amp;item=PL1-5000-A1&amp;Version=WIN95">http://www3.digitalriver.com/di...&amp;item=PL1-5000-A1&amp;Version=WIN95</a>; [DR023058];</p> |

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Comparison of U.S. Patent No. 6,993,572 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Digital River Secure Sales System  |
|-----------|---|--|
| 17        | <p>An e commerce outsourcing process comprising the steps of:</p> <p>17(a) storing a look and feel description associated with a first website in a data store associated with a second website;</p> <p>17(b) including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and</p> <p>17(c) upon receiving an activation of the link from a visitor computer to which the web page has been served, sewing to the visitor computer from the second website a composite web</p> | <p>[DR026771-DR033425] (source code stored on DR database for constructing e-commerce supported page);</p> <p>"You can look at Digital River as the 'plumbers' behind the scene at your web site. Our seamless interface sits behind your web site and delivers the product to end-users." <i>Digital River Newsletter, February 1998</i> [DFNDT 0005168]; and</p> <p>[DFNDT 0005169-5203] (notes by Mr. Dan Conley taken during process of "capturing" the "look and feel description").</p> <p>See 13, <i>supra</i>.</p> <p>See 13(a), <i>supra</i>.</p> <p>See 13(b), <i>supra</i>.</p> <p>See 13(b), <i>supra</i>.</p> <p>See 13(b), <i>supra</i>.</p> |

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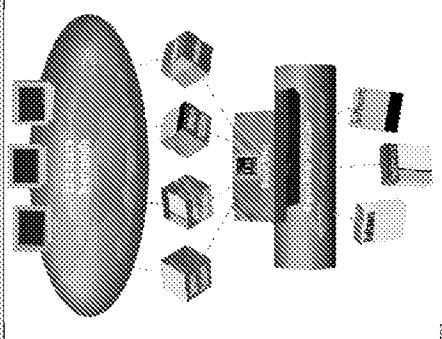
| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Digital River Secure Sales System  |
|-----------|---|--|
| 23        | The process of claim 17 wherein the commerce object is a set of product categories and further comprising accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories. | <p><a href="http://www3.digitalriver.com/direct/EA5f5k?function=for&amp;nsid=113646">http://www3.digitalriver.com/direct/EA5f5k?function=for&amp;nsid=113646</a>; [DR024059];</p> <p>DTP Direct, <a href="http://www.digitalriver.com/direct.c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=">http://www.digitalriver.com/direct.c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=</a>; [DR023202];</p> <p>DTP Direct, <a href="https://www.digitalriver.com/direct.c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/direct.c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=</a>; [DR024360];</p> <p>DTP Direct, <a href="https://www.digitalriver.com/direct.c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/direct.c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=</a>; [DR024415];</p> <p>DTP Direct, <a href="https://www.digitalriver.com/direct.c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/direct.c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=</a>; [DR024675];</p> <p>DTP Direct, <a href="https://www.digitalriver.com/direct.c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=">https://www.digitalriver.com/direct.c.MAIN.Entry9?SP=10039&amp;PN=1&amp;sl=</a>; [DR025142];</p> <p>[DR026692] (Bitstream gif and hml files);</p> <p>[DR026693] (Digital Frontiers gif, jpg, hml, and qry files); and</p> <p>[DR026694] (OnTrack Data Recovery Services software).</p> <p>"In addition, Digital River will develop an online store featuring all of EA's products. Like the current EA Store, users can search by product category, key words, or platform. Product specials or new products can be featured on the front page of this store to provide for greater attention. For an example of how the EA Store might look, please refer to Figure 2." <i>Digital River Proposal Summary</i>, April 29, 1998, Figure 2; [DR000066-72];</p> <p><i>Welcome to Bitstream, Inc.</i>, <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html</a>; and as reconstructed inserting referenced gif files; [DR000028-31]; [DR000032]; see also <i>Facsimile from Andrea Rezo of Bitstream, Inc.</i>, dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system);</p> <p><i>Seattle Support Group</i>, <a href="http://www.digitalriver.com/digitalriver/Welcome.qry?type=frid=1001">http://www.digitalriver.com/digitalriver/Welcome.qry?type=frid=1001</a>; and <a href="http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPI.VI-10TWT">http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPI.VI-10TWT</a>; [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);</p> |

Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the Digital River Secure Sales System (SSS) anticipates and/or renders obvious, alone or in combination with other prior art, the asserted claims as described in part below.

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Digital River Secure Sales System  |
|-----------|--|--|
| 1         | 1. A method of an outsource provider serving web pages offering commercial opportunities, the method comprising: | <p>"Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security, collections and reporting of the sale of software. Throughout this process, it will appear to the consumer as if the transaction is being processed by the manufacturer or dealer while the Digital River SSS is handling the whole transaction behind the scenes." [sic]</p> <p><i>Digital River - Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/19970412100754/http://www.digitalriver.com/">http://web.archive.org/web/19970412100754/http://www.digitalriver.com/</a>; [DR000001-2].</p> <p>"Extend your selling environment Better yet, the entire transaction takes place in the selling environment you've created, surrounded by the look and feel of your identity, with your products presented the way you want them presented, with no competition. Your customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There's no sensation of being suddenly hustled off to another location. Your customers won't end up at some foreign-looking page where they have to hunt to find your product."</p> <p><i>Digital River - Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/19971221024519/digitalriver.com/24663.html">http://web.archive.org/web/19971221024519/digitalriver.com/24663.html</a>; [DR000003-4] (emphasis original).</p> <p>Maintain your own identity and branding.</p> <p>Digital River facilitates the sale of your products to your customers. To most consumers, our services often appear as nothing more than a web site "buy" button. But behind this simple device is sophisticated electronic commerce technology which gives consumers the ability to immediately and easily purchase and download the digital products of their choice. As</p> |

<sup>1</sup> The Digital River SSS process was offered for sale, sold, and publicly used in connection with more than 500 client websites prior to September 17, 1998. While the offer to sell the Digital River SSS process was publicly used with approximately 500 client websites, the specific elements Digital River utilized to create "transparent e-commerce support pages" for its clients varied based upon the specific look and feel of the host (client) website. The documents expressly referenced herein are provided as illustrative examples of the Digital River SSS process as utilized prior to September 17, 1998. Additional documents evidencing the offer for sale, sale and public use of the Digital River SSS process will be produced pursuant to Local Patent Rule 3-4(b).

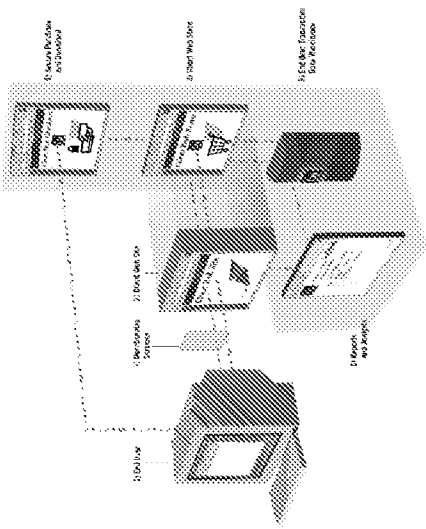
Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

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| <p>Claim No. 1(a)(i)</p> | <p>Claim Language of U.S. Patent No. 7,818,399 wherein each of the first web pages belongs to one of a plurality of web page owners;</p> | <p>Digital River Secure Sales System</p>  <p>[DR037478- DR037479].<br/>DRSSS_4[DR026695- 729] (showing agreement and fax communications between DR and Mitek regarding selling Mitek software on Cyber411, dipdirect, winstie, 21softwaredrive, and other sites).<br/>[DR026737-57] (Setting out commission rates for sale of products from software publishers through "3rd Party Hosts," DR, or DTP websites). See also [DR074637-074669].<br/>The database is also designed to allow different points of entry; for example, a consumer</p> |
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Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Digital River Secure Sales System</p> <p>consumers become more savvy; this efficiency of purchase and delivery will become one of the primary advantages of selling digital products over the Internet.</p> <p>When customers want to purchase, they push the "buy" button and are transferred immediately and transparently to the Digital River Central Commerce Server. This remains the "look and feel" of your own site and encourages the customer to buy - easily and quickly. Depending on your preferences and marketing initiatives, buyers can be offered additional cross-sell, up-sell, special offer and bundled products related to their purchases. Credit information is verified, the sale is transacted and the purchases are then downloaded to the buyer.</p> <p><i>Digital River Information Kit</i> at 8 [DR004326].</p> <p>"Digital River, Inc. proposes to maintain and develop transparent secure Internet marketing and sales services for Adobe's Web site and products. Services will be provided through Digital River's 83 commerce encryption solution which was designed to manage transactions behind the scenes . . . ." <i>Internet Commerce Services Proposal for Adobe</i>, July 25, 1996; [DR000005-6].</p> <p>[DR004245-66]</p> <p>"Vendor's Delivery Obligations: a. Initial Deliverables. . . . Vendor will provide Electronic Distributor with . . . (v) hyperlink link to <a href="http://www.digitalriver.com">www.digitalriver.com</a> in the Vendor's World Wide Web home page . . . ." <i>Electronic Software Distribution Agreement</i> between Digital River and Auto FX Corp. dated July 18, 1996; [DR000013-21]; see also e.g., <i>Email from Digital River to Auto FX</i>, dated September 26, 1997; [DR0000033] ("The URL for the Auto FX site is at the bottom of this email.");</p> <p>"Bistream Fonts Online!" hypertext link (&lt;A href="http://www2.digitalriver.com/bif/index.html"&gt;Bistream fonts online&lt;A&gt;); <i>Bistream.com Home Page</i>, <a href="http://www2.digitalriver.com/bif/index.html">http://www2.digitalriver.com/bif/index.html</a>; [DR0000034-38];</p> <p>"Shop Online!" hypertext link, Seattle Support Group Home Page, <a href="http://www.ssgroup.com">www.ssgroup.com</a>, [DR0000039-50];</p> <p>QFX Home Page, <a href="http://web.archive.org/web/199707093153/www.qfx.com/fmain.html">http://web.archive.org/web/199707093153/www.qfx.com/fmain.html</a>; [DR0000055-62];</p> |
|------------------|--|---|

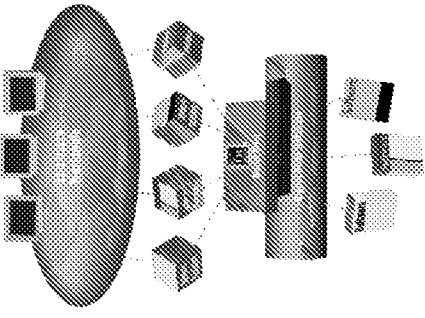
Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

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|---------------------------|--|--|
| <p>Claim No. 1(a)(ii)</p> | <p>Claim Language of U.S. Patent No. 7,818,399 wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and</p> | <p>Digital River Secure Sales System</p> <p>might visit a software publisher's site. When this person wants to make a purchase, a link from the developer to Digital River's server shows the customer just that publisher's products. On the other hand, visitors to a retailer site will be able to view all the titles that retailer sells. In this way, Digital River can slice and dice the database to serve a variety of customers.</p> <p>[DFNDT 0005205] <i>Digital River Plans An IPO This Year</i>, St. Paul Pioneer Press (Tuesday, April 28, 1998).</p>  <p>"After clicking on the "Buy Button", the end-user is transferred to a Web store hosted on Digital River's commerce network server ("CNS"), which replicates the look and feel of the client Web site." [DR037478-79]</p> |
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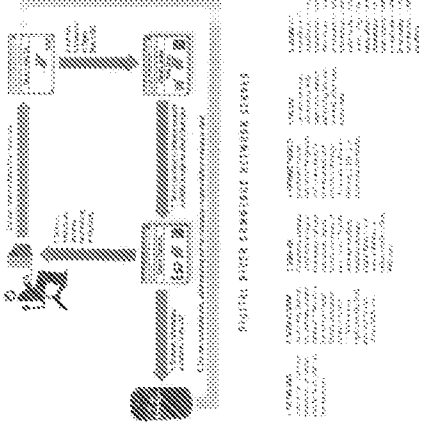
Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

|                  |  |   |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Digital River Secure Sales System</p> <p>[DR026692] (Bistream gif and html files);</p> <p>[DR026693] (Digital Frontiers gif, jpg, html, and qfx files); and</p> <p>[DR026694] (OnTrack Data Recovery Services software).</p> <p>"Consistent Look and Feel between Store and Home Site. Customers will have the ability to click a 'buy button' from any number of places within <a href="http://www.ea.com">www.ea.com</a> and will be linked to a complete store, or a specific product detail page. All of the Commerce pages will carry the branding, look and feel of <a href="http://www.ea.com">www.ea.com</a>. This consistent look and feel is essential to a smooth customer experience, and will promote high conversion ratios.</p> <p>For every product page within <a href="http://www.ea.com">www.ea.com</a>, Digital River can provide EA with specific URL's for direct product links. This will allow users to shop directly on <a href="http://www.ea.com">www.ea.com</a>, and have the ability to purchase product at any time. The page presented will have a single product listed, and will be linked directly to the shopping basket. For an example of such a product page, please refer to Figure 2 [sic].</p> <p>In addition, Digital River will develop an online store featuring all of EA's products. Like the current EA Store, users can search by product category, key words, or platform. Product specials or new products can be featured on the front page of this store to provide for greater attention. For an example of how the EA Store might look, please refer to Figure 2." <i>Digital River Proposal Summary</i>, April 29, 1998; [DR0000066-72] (emphasis original).</p> <p>See also Tango, Webstar, and other CGIs from July 1996 Backup [DR026771-DR033425]</p> |
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Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Digital River Secure Sales System   |
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| 1(a)(iii) | wherein the selected merchant, the outsourcing provider, and the owner of the first web page are each third parties with respect to one other; |  <p>[DR037478- DR037479].</p> <p>[DR026695-729] (showing agreement and fax communications between DR and Mitek regarding selling Mitek software on Cyber411, dipdirect, winstie, 21softwaredrive, and other sites).</p> <p>[DR026737-57] (Setting out commission rates for sale of products from software publishers through "3rd Party Hosts," DR, or DTP websites). See also [DR074637-074669].</p> <p>The database is also designed to allow different points of entry; for example, a consumer</p> |

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

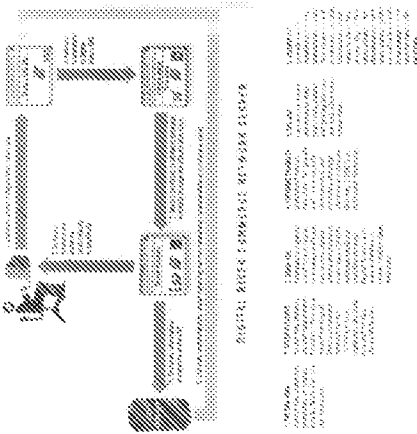
| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Digital River Secure Sales System   |
|-----------|---|---|
|           |   |  <p>August 11, 1998 Prospectus at 2 [DR074557-074636].</p> <p>"Vendor's Delivery Obligations. a. Initial Deliverables. . . . Vendor will provide Electronic Distributor with. . . (v) hypertext link to <a href="http://www.digitalriver.com">www.digitalriver.com</a> in the Vendor's World Wide Web home page. . . .<br/> <i>Electronic Software Distribution Agreement</i> between Digital River and Auto FX Corp. dated July 18, 1996; [DR000013-21]; see also e.g., <i>Email from Digital River to Auto FX</i>, dated September 26, 1997.</p> |

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Digital River Secure Sales System   |
|-----------|---|---|
| 1(b)      | automatically retrieving from a storage coupled to the server pre-stored data associated with the source page; and then | <p>[DFNDT 0005205] <i>Digital River Plans An IPO This Year</i>, St. Paul Pioneer Press (Tuesday, April 28, 1998).</p> <p>Flow chart depicting "The Digital River Internet Ordering System (Storyboard Overview)" and stating "[a]] ISV and Dealer pages are located on the Digital River Server." DR000007-12].</p> <p>Flow chart depicting "Level 1" and stating that depicted ISV and Dealer pages "will actually be built on-the-fly" as users arrive from various ISV and Dealer web pages using database image and content values. . . . The user will be presented with a page on the Digital River Server that is similar in feel to the ISV or Dealer page." [DR000007-12].</p> <p>"Vendor's Delivery Obligations. a. Initial Deliverables. . . . Vendor will provide Electronic Distributor with. . . (v) all the items and materials specified in the 'Requirements Checklist' on Exhibit A. . . . Exhibit A. . . II Requirements Checklist. . . 7) Trademarks/logos (.gif file). <i>Electronic Software Distribution Agreement</i> between Digital River and Auto FX Corp. dated July 18, 1996; [DR000013-21]; see also e.g., <i>Email from root to jfloris@digitalriver.com</i>, dated October 19, 1997; [DR0000022] (example of Digital River client "FTP upload notification").</p> <p>"Adobe's customers will be able to access Adobe products at maximum bandwidth from multiple FTP servers." <i>Internet Commerce Services Proposal for Adobe</i>, July 25, 1996; [DR000005-6].</p> <p>"<b>Digital River's Proposed Solution</b> Digital River will manage MathSoft's online store and work with MathSoft's current staff to integrate purchasing options throughout the entire web site to enable customers to purchase products more easily. We will develop all commerce pages using MathSoft's branding and color schemes in an effort to remain as transparent as possible." <i>Digital River Proposal To MathSoft, Inc.</i>; [DR0000023-25] at 2 (emphasis original).</p> <p>"<b>Development</b> - the development of an easy to use online store is done by DR [Digital River] to fit the look</p> |

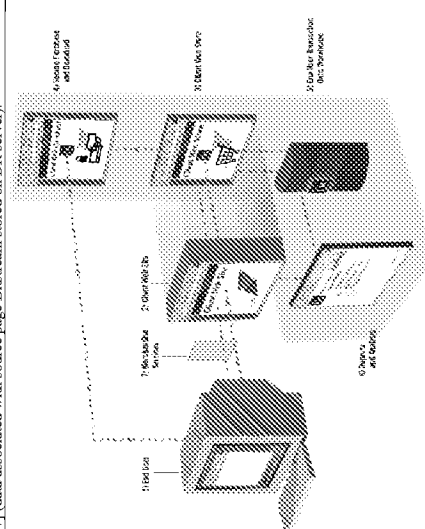
Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Digital River Secure Sales System  |
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|           |   | <p>[DR000033] ("The URL for the Auto FX site is at the bottom of this email.");</p> <p>"Bistream Fonts Online!" hypertext link (&lt;A HREF=<a href="http://www2.digitalriver.com/bfi/index.html">http://www2.digitalriver.com/bfi/index.html</a>&gt;"); <i>Bistream.com Home Page</i>, <a href="http://web.archive.org/web/19970117165233/http://www.bistream.com/">http://web.archive.org/web/19970117165233/http://www.bistream.com/</a>; [DR000034-38];</p> <p>"Shop Online" hypertext link; <i>Seattle Support Group Home Page</i>, <a href="http://www.ssrp.com/">www.ssrp.com</a>; [DR000039-50];</p> <p>OFX Home Page, <a href="http://web.archive.org/web/19970707093153/www.qfx.com/fmain.html">http://web.archive.org/web/19970707093153/www.qfx.com/fmain.html</a>; [DR000055-62];</p> <p>[DR026692] (Bistream.gif and html files);</p> <p>[DR026693] (Digital Frontiers.gif, jpg, html, and qty files); and</p> <p>[DR026694] (OnTrack Data Recovery Services software).</p> |

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| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Digital River Secure Sales System  |
|           |   |  <p>August 11, 1998 Prospectus at 2 [DR074557-074636].</p> <p><b>"Extending your selling environment"</b> Better yet, the entire transaction takes place in the selling environment you've created, surrounded by the look and feel of your identity, with your products presented the way you want them presented, with no competition. Your customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There's no sensation of being suddenly hustled off to another location. Your customers won't end up at some foreign-looking page where they have to hunt to</p> |

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| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Digital River Secure Sales System  |
|           |   | <p>and feel of your home web site at no cost. DR will incorporate your color schemes, logos and general feel in an attempt to remain as transparent as possible.</p> <p><b>Maintenance of the online store</b> - DR gives you two options in the maintenance of your store. First, you have access to your Account Development Manager to make changes to your site. These may include pricing changes, product additions or deletions, or just a change in the look or flow of the site which may increase revenues. Your second option is to make changes yourself in DR's system through a private, secure URL. <i>"Digital River's Percentage of Sales Model - A Value Proposition"</i> [DR000026-27]at 2 (emphasis original).</p> <p><i>Welcome to Bistream, Inc.,</i><br/> <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bif/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bif/index.html</a>; and as reconstructed inserting referenced .gif files; [DR000028-31]; [DR000032];</p> <p>"Vendor's Delivery Obligations. a. Initial Deliverables. . . . Vendor will provide Electronic Distributor with . . . (iv) hypertext link to <a href="http://www.digitalriver.com">www.digitalriver.com</a> in the Vendor's World Wide Web home page . . . ." <i>Electronic Software Distribution Agreement</i> between Digital River and Auto FX Corp. dated July 18, 1996; [DR000013-21]; see also e.g., <i>Email from Digital River to Auto FX</i>, dated September 26, 1997; [DR000033] ("The URL for the Auto FX site is at the bottom of this email.");</p> <p>"Bistream Fonts Online!" hypertext link (&lt;A href=<a href="http://www2.digitalriver.com/bif/index.html">http://www2.digitalriver.com/bif/index.html</a>&gt;"; <i>Bistream.com Home Page</i>, <a href="http://web.archive.org/web/19970117165233/http://www.bistream.com/">http://www.bistream.com/</a>; [DR000034-38];</p> <p>"Shop Online!" hypertext link; <i>Seattle Support Group Home Page</i>, <a href="http://www.ssrp.com">www.ssrp.com</a>; [DR000039-50];</p> <p>"purchase QFX on the web" hypertext link ("A href=<a href="http://www3.digitalriver.com/cgi-bin/tango.cgi/digitalriver/rescativ/welcome.qfx?P">http://www3.digitalriver.com/cgi-bin/tango.cgi/digitalriver/rescativ/welcome.qfx?P</a>"); QFX Home Page, <a href="http://web.archive.org/web/19970707095153/www.qfx.com/fmain.html">http://web.archive.org/web/19970707095153/www.qfx.com/fmain.html</a>; [DR000055-62];</p> <p>[DR026692] (Bistream gif and html files);</p> <p>[DR026693] (Digital Frontiers gif, jpg, html, and qfx files); and</p> |

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| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Digital River Secure Sales System   |
|           |   | <p>find your product. You can even prompt customers to purchase additional products, for instance printed manuals or more of your software. And it all takes place during a single purchase process. Digital River has created seamless continuity.</p> <p><i>Digital River - Secure Encrypted Software Distribution</i>,<br/> <a href="http://web.archive.org/web/19971221024519/digitalriver.com/Pages1.html">http://web.archive.org/web/19971221024519/digitalriver.com/Pages1.html</a>; [DR000003-4] (emphasis original).</p> <p>"Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security collections and reporting of the sale of software. Throughout this process it will appear to the consumer as if the transaction is being processed by the manufacturer or dealer while Digital River SSS is handling the whole transaction "behind the scenes"; [sic]</p> <p><i>Digital River - Secure Encrypted Software Distribution</i>,<br/> <a href="http://web.archive.org/web/19970412100754/http://www.digitalriver.com/">http://web.archive.org/web/19970412100754/http://www.digitalriver.com/</a>; [DR000001-2].</p> <p>"Digital River will develop and manage an online store for IMSI for the purpose of offering MasterClips products for sale on the <a href="http://www.masterclips.com">www.masterclips.com</a> web site. These products will include: up to 300,000 MasterClips images and clipart, 40,000 images under license from Corel and assorted applications from the IMSI selection of software. This store will be designed to mirror the look and feel of <a href="http://www.masterclips.com">www.masterclips.com</a> and will contain a complete commerce system for online product delivery." <i>MSI/Digital River Online Store for Masterclips Products Software Superstore linked to www.masterclips.com</i>, dated December 16, 1997; [DR000063-64].</p> <p>"[W]e provide an electronic commerce solution for your website. We emulate the look and feel of your site so an end-user can come in and pay for product via a secure credit card solution and download the product directly." <i>Letter from Digital River to Kathy Haynes of Traveling Software</i>, dated September 11, 1997; [DR000065].</p> <p>"<b>Consistent Look and Feel between Store and Home Site</b> Customers will have the ability to click a "buy button" from any number of places within <a href="http://www.dr.com">www.dr.com</a> and will be linked to a complete store, or a specific product detail page. All of the Commerce pages will carry the branding, look and feel of <a href="http://www.dr.com">www.dr.com</a>. This consistent look and feel is essential to a smooth customer experience, and will promote high conversion ratios.</p> |

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| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Digital River Secure Sales System  |
| 1(c)      | <p>automatically with the server computer generating and transmitting to the web browser a second web page that includes:</p> | <p>[DR026694] (OnTrack Data Recovery Services software).</p> <p>[DR034615-16] (data associated with source page Digital Frontiers stored on DR server).</p> <p>[DR034606-07] (data associated with source page Bistream stored on DR server).</p>  <p>"After clicking on the "Buy Button", the end-user is transferred to a Web store hosted on Digital River's commerce network server ("CNS"), which replicates the look and feel of the client Web site." [DR037478-DR037479].</p> |

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Digital River Secure Sales System   |
|-----------|---|---|
| 1(c)(g)   | (g) information associated with the commerce object associated with the link that has been activated, and | [DR0226694] (OnTrack Data Recovery Services software); and<br><p>"You can look at Digital River as the 'plumbers' behind the scene at your web site. Our seamless interface sits behind your web site and delivers the product to end-users." <i>Digital River Newsletter, February 1998</i> [DFNDI 0005168].</p> <p><b>"Extending your selling environment</b> Better yet, the entire transaction takes place in the selling environment you've created, surrounded by the look and feel of your identity, with your products presented the way you want them presented, with no competition. Your customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There's no sensation of being suddenly hustled off to another location. Your customers won't end up at some foreign-looking page where they have to hunt to find your product. You can even prompt customers to purchase additional products, for instance printed manuals or more of your software. And it all takes place during a single purchase process. Digital River has created seamless continuity."<br/> <i>Digital River - Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/199712211024519/digitalriver.com/page3.html">http://web.archive.org/web/199712211024519/digitalriver.com/page3.html</a>; [DR000003-4] (emphasis original).</p> <p>"Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security, collections and reporting of the sale of software. Throughout this process it will appear to the consumer as if the transaction is being processed by the manufacturer or dealer while Digital River SSS is handling the whole transaction 'behind the scenes.'" [sic]<br/> <i>Digital River - Secure Encrypted Software Distribution</i>, <a href="http://web.archive.org/web/199704121100754/http://www.digitalriver.com/">http://web.archive.org/web/199704121100754/http://www.digitalriver.com/</a>; [DR000001-2].</p> <p>"Digital River will develop and manage an online store for MSI for the purpose of offering MasterClips products for sale on the www.masterclips.com web site. These products will include: up to 300,000 MasterClips images and eCart, 40,000 images under license from Corel, and assorted applications from the MSI selection of software. This store will be designed to mirror the look and feel of www.masterclips.com and will contain a complete commerce system for online product delivery." <i>MSI/Digital River Online Store for MasterClips Product Software Superstore linked to www.masterclips.com</i>, dated December 16, 1997; [DR000063-64].</p> |

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Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Digital River Secure Sales System  |
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|           |   | For every product page within <a href="http://www.ea.com">www.ea.com</a> , Digital River can provide EA with specific URL's for direct product links. This will allow users to shop directly on <a href="http://www.ea.com">www.ea.com</a> , and have the ability to purchase product at any time. The page presented will have a single produce listed, and will be linked directly to the shopping basket. For an example of such a product page, please refer to Figure 2 [sic].  |
|           |   | In addition, Digital River will develop an online store featuring all of EA's products. Like the current EA Store, users can search by product category, key words, or platform. Product specials or new products can be featured on the front page of this store to provide for greater attention. For an example of how the EA Store might look, please refer to Figure 2." <i>Digital River Proposal Summary</i> , April 29, 1998; [DR000066-72] (emphasis original).   |
|           |   | "Using its CNS platform, the Company creates Web stores for its clients that replicate the look and feel of such client's own Web sites. End-users browse for products and make purchases online, and, once purchases are made, the Company delivers the products directly to the end-users, primarily through ESD." <i>BancAmerica, Digital River, Inc., Initiating Coverage of Emerging Software E-Business Franchise</i> , September 8, 1998; [DR000073-79].  |
|           |   | As explained above, the specific elements contained on the e-commerce supported web pages corresponding to the captured "look and feel description" of the host (client) website vary based upon the look and feel of the host website. Such elements utilized in the Digital River SSS process include: top banners utilizing host logos and/or names, and hypertext links to host webpages; left side navigation buttons; footers utilizing host logos and/or names, hypertext links to host webpages, and copyright notices; color schemes consistent with those utilized in host websites, including background, font, and graphics color schemes; and page layout consistent with host website. Examples of the use of such elements include:<br><i>Welcome to Bistream, Inc.</i> , <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bil/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bil/index.html</a> ; and as reconstructed inserting referenced gif files; [DR000028-31], [DR000032]; see also <i>Facsimile from Andrea Rizzo of Bistream, Inc.</i> , dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bistream online ordering system);<br><i>Seattle Support Group</i> , <a href="http://www.digitalriver.com/digitalriver/welcome.dr?v2&amp;PN=1&amp;VI=1001">http://www.digitalriver.com/digitalriver/welcome.dr?v2&amp;PN=1&amp;VI=1001</a> ; and |

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Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Digital River Secure Sales System   |
|-----------|---|---|
|           |   | "[W]e provide an electronic commerce solution for your website. We emulate the look and feel of your site so an end-user can come in and pay for product via a secure credit card solution and download the product directly." <i>Letter from Digital River to Kathy Haynes of Traveling Software</i> , dated September 11, 1997; [DR0000665].  |
|           |   | <b>"Consistent Look and Feel between Store and Home Site</b> Customers will have the ability to click a 'buy button' from any number of places within <a href="http://www.ea.com">www.ea.com</a> and will be linked to a complete store, or a specific product detail page. All of the Commerce pages will carry the branding, look and feel of <a href="http://www.ea.com">www.ea.com</a> . This consistent look and feel is essential to a smooth customer experience, and will promote high conversion ratios.               |
|           |   | For every product page within <a href="http://www.ea.com">www.ea.com</a> , Digital River can provide EA with specific URL's for direct product links. This will allow users to shop directly on <a href="http://www.ea.com">www.ea.com</a> , and have the ability to purchase product at any time. The page presented will have a single produce listed, and will be linked directly to the shopping basket. For an example of such a product page, please refer to Figure 2 [sic].   |
|           |   | In addition, Digital River will develop an online store featuring all of EA's products. Like the current EA Store, users can search by product category, key words, or platform. Product specials or new products can be featured on the front page of this store to provide for greater attention. For an example of how the EA Store might look, please refer to Figure 2." <i>Digital River Proposal Summary</i> , April 29, 1998; [DR000066-72] (emphasis original).  |
|           |   | "Using its CNS platform, the Company creates Web stores for its clients that replicate the look and feel of such client's own Web sites. End-users browse for products and make purchases online, and, once purchases are made, the Company delivers the products directly to the end-users, primarily through ESD." <i>BancAmerica, Digital River, Inc., Initiating Coverage of Emerging Software E-Business Franchise</i> , September 8, 1998; [DR000073-79].   |
|           |   | As explained above, the specific elements contained on the e-commerce supported web pages corresponding to the captured "look and feel description" of the host (client) website vary based upon the look and feel of the host website. Such elements utilized in the Digital River SSS process include: top banners utilizing host logos and/or names, and hypertext links to host webpages; left side navigation buttons; footers utilizing host logos and/or names, hypertext links to host webpages, and copyright notices; |

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Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Digital River Secure Sales System  |
|-----------|---|--|
|           |   | <a href="http://www.digitalriver.com/digitalriver/insertitem.dr?function=insert&amp;item=CDPLV1_IOTW; [DR000039-50]">http://www.digitalriver.com/digitalriver/insertitem.dr?function=insert&amp;item=CDPLV1_IOTW; [DR000039-50]</a> (Correspondence from Yasuo Noshiro, dated August 2, 1996);<br><i>DTP Direct Software Store</i> , <a href="https://www.digitalriver.com/dtr...c_MAIN_Entry?SP=10039&amp;PN=1&amp;VI=1; [DR000069]">https://www.digitalriver.com/dtr...c_MAIN_Entry?SP=10039&amp;PN=1&amp;VI=1; [DR000069]</a> ;<br><i>DTP Direct</i> , <a href="http://www4.digitalriver.com/cgi-bin/Lanro2.cgi?dealer=digitalriver/home.dr?v2&amp;PN=1&amp;VI=1020&amp;level=-1; [DR000112]">http://www4.digitalriver.com/cgi-bin/Lanro2.cgi?dealer=digitalriver/home.dr?v2&amp;PN=1&amp;VI=1020&amp;level=-1; [DR000112]</a> ;<br><i>Digital River Proposal Summary</i> , April 29, 1998, Figures 1, 2; [DR000066-72];<br><a href="http://www.digitalriver.com/drv2?...IN_Entry?SP=10024&amp;PN=1&amp;VI=101260; [DR001247]">http://www.digitalriver.com/drv2?...IN_Entry?SP=10024&amp;PN=1&amp;VI=101260; [DR001247]</a> ;<br><i>DTP Direct</i> , <a href="https://www.digitalriver.com/drv2/ec_MAIN_Entry?SP=10039&amp;PN=1; [DR022396]">https://www.digitalriver.com/drv2/ec_MAIN_Entry?SP=10039&amp;PN=1; [DR022396]</a> ;<br><a href="http://www3.digitalriver.com/di...&amp;item=PL_5000-A1&amp;Version=WIN95; [DR023058]">http://www3.digitalriver.com/di...&amp;item=PL_5000-A1&amp;Version=WIN95; [DR023058]</a> ;<br><a href="http://www3.digitalriver.com/di...F05E&amp;function=form&amp;order=1135466; [DR024059]">http://www3.digitalriver.com/di...F05E&amp;function=form&amp;order=1135466; [DR024059]</a> ;<br><i>DTP Direct</i> , <a href="http://www.digitalriver.com/dtr...c_MAIN_Entry?SP=10039&amp;PN=1&amp;VI=1; [DR023202]">http://www.digitalriver.com/dtr...c_MAIN_Entry?SP=10039&amp;PN=1&amp;VI=1; [DR023202]</a> ;<br><i>DTP Direct</i> , <a href="https://www.digitalriver.com/dtr...c_MAIN_Entry?SP=10039&amp;PN=1&amp;VI=1; [DR024360]">https://www.digitalriver.com/dtr...c_MAIN_Entry?SP=10039&amp;PN=1&amp;VI=1; [DR024360]</a> ;<br><i>DTP Direct</i> , <a href="https://www.digitalriver.com/dtr...c_MAIN_Entry?SP=10039&amp;PN=1&amp;VI=1; [DR024415]">https://www.digitalriver.com/dtr...c_MAIN_Entry?SP=10039&amp;PN=1&amp;VI=1; [DR024415]</a> ;<br><i>DTP Direct</i> , <a href="https://www.digitalriver.com/drv2/ec_MAIN_Entry?SP=10039&amp;PN=1; [DR024675]">https://www.digitalriver.com/drv2/ec_MAIN_Entry?SP=10039&amp;PN=1; [DR024675]</a> ;<br><i>DTP Direct</i> , <a href="https://www.digitalriver.com/dtr...c_MAIN_Entry?SP=10039&amp;PN=1&amp;VI=1; [DR025142]">https://www.digitalriver.com/dtr...c_MAIN_Entry?SP=10039&amp;PN=1&amp;VI=1; [DR025142]</a> ;<br>[DR026692] (Bistream gif and html files);<br>[DR026693] (Digital Frontiers gif, jpg, html, and qry files); |

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Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Digital River Secure Sales System |
|-----------|--|-----------------------------------|
|           | MasterClips images and eCart 40,000 images under license from Corel and assorted applications from the IMSI selection of software. This store will be designed to mirror the look and feel of <a href="http://www.masterclips.com">www.masterclips.com</a> and will contain a complete commerce system for online product delivery." <i>IMSI/Digital River Online Store for Masterclips Products Software Superstore linked to www.masterclips.com</i> , dated December 16, 1997; [DR000063-64].                   |                                   |
|           | "[W]e provide an electronic commerce solution for your website. We emulate the look and feel of your site so an end-user can come in and pay for product via a secure credit card solution and download the product directly." <i>Letter from Digital River to Kathy Haynes of Traveling Software</i> , dated September 11, 1997; [DR000065].  |                                   |
|           | " <b>Consistent Look and Feel between Store and Home Site</b> Customers will have the ability to click a 'buy button' from any number of places within <a href="http://www.ea.com">www.ea.com</a> and will be linked to a complete store, or a specific product detail page. All of the Commerce pages will carry the branding, look and feel of <a href="http://www.ea.com">www.ea.com</a> . This consistent look and feel is essential to a smooth customer experience, and will promote high conversion ratios. |                                   |
|           | For every product page within <a href="http://www.ea.com">www.ea.com</a> , Digital River can provide EA with specific URL's for direct product links. This will allow users to shop directly on <a href="http://www.ea.com">www.ea.com</a> , and have the ability to purchase product at any time. The page presented will have a single produce listed, and will be linked directly to the shopping basket. For an example of such a product page, please refer to Figure 2 [sic].                                |                                   |
|           | In addition, Digital River will develop an online store featuring all of EA's products. Like the current EA Store, users can search by product category, key words, or platform. Product specials or new products can be featured on the front page of this store to provide greater attention. For an example of how the EA Store might look, please refer to Figure 2." <i>Digital River Proposal Summary</i> , April 29, 1998; [DR000066-72] (emphasis original).   |                                   |
|           | "Using its CNS platform, the Company creates Web stores for its clients that replicate the look and feel of such client's own Web sites. End-users browse for products and make purchases online, and, once purchases are made, the Company delivers the products directly to the end-users, primarily through FSD." <i>BancAmerica, Digital River, Inc., Initiating Coverage of Emerging Software E-Business Franchise</i> , September 8, 1998; [DR000073-79].  |                                   |

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Digital River Secure Sales System |
|-----------|--|-----------------------------------|
|           | color schemes consistent with those utilized in host websites, including background, font, and graphics color schemes; and page layout consistent with host website. Examples of the use of such elements include: <i>Welcome to Bitstream, Inc.</i> , <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html</a> ; and as reconstructed inserting referenced gif files; Exs. 9 [DR000028-31]; 10 [DR000032]; <i>see also Facsimile from Andrea Rizzo of Bitstream, Inc.</i> , dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system). |                                   |
|           | <i>Seattle Support Group</i> , <a href="http://www.digitalriver.com/digitalriver/Welcome.asp?type=I&amp;id=1001">http://www.digitalriver.com/digitalriver/Welcome.asp?type=I&amp;id=1001</a> ; and <a href="http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW">http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW</a> ; [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);  |                                   |
|           | <i>DTP Direct Software Store</i> , <a href="https://www.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level=">https://www.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level="</a> ; [DR000091];  |                                   |
|           | <i>DTP Direct</i> , <a href="http://www4.digitalriver.com/cgi-bin/Tango2.cgi?dealer/direct/home.qry?d=1023&amp;level=">http://www4.digitalriver.com/cgi-bin/Tango2.cgi?dealer/direct/home.qry?d=1023&amp;level="</a> ; [DR000112];   |                                   |
|           | <i>Digital River Proposal Summary</i> , April 29, 1998, Figures 1, 2; [DR000066-72]; <a href="http://www.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level=">http://www.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level="</a> ; [DR022396];  |                                   |
|           | <a href="http://www3.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level=">http://www3.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level="</a> ; [DR023058];   |                                   |
|           | <a href="http://www3.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level=">http://www3.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level="</a> ; [DR023059];   |                                   |
|           | <i>DTP Direct</i> , <a href="http://www.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level=">http://www.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level="</a> ; [DR023202];   |                                   |
|           | <i>DTP Direct</i> , <a href="https://www.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level=">https://www.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level="</a> ; [DR024360];   |                                   |

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Digital River Secure Sales System |
|-----------|--|-----------------------------------|
|           | As explained above, the specific elements contained on the e-commerce supported web pages corresponding to the captured "look and feel description" of the host (client) website vary based upon the look and feel of the host website. Such elements utilized in the Digital River SSS process include: top banners utilizing host logos and/or names, and hypertext links to host webpages; left side navigation buttons; footers utilizing host logos and/or names, hypertext links to host webpages, and copyright notices; color schemes consistent with those utilized in host websites, including background, font, and graphics color schemes; and page layout consistent with host website. Examples of the use of such elements include: <i>Welcome to Bitstream, Inc.</i> , <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bit/index.html</a> ; and as reconstructed inserting referenced gif files; Exs. 9 [DR000028-31]; 10 [DR000032]; <i>see also Facsimile from Andrea Rizzo of Bitstream, Inc.</i> , dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system). |                                   |
|           | <i>Seattle Support Group</i> , <a href="http://www.digitalriver.com/digitalriver/Welcome.asp?type=I&amp;id=1001">http://www.digitalriver.com/digitalriver/Welcome.asp?type=I&amp;id=1001</a> ; and <a href="http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW">http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW</a> ; [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);  |                                   |
|           | <i>DTP Direct Software Store</i> , <a href="https://www.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level=">https://www.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level="</a> ; [DR000091];  |                                   |
|           | <i>DTP Direct</i> , <a href="http://www4.digitalriver.com/cgi-bin/Tango2.cgi?dealer/direct/home.qry?d=1023&amp;level=">http://www4.digitalriver.com/cgi-bin/Tango2.cgi?dealer/direct/home.qry?d=1023&amp;level="</a> ; [DR000112];   |                                   |
|           | <i>Digital River Proposal Summary</i> , April 29, 1998, Figures 1, 2; [DR000066-72]; <a href="http://www.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level=">http://www.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level="</a> ; [DR022396];  |                                   |
|           | <a href="http://www3.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level=">http://www3.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level="</a> ; [DR023058];   |                                   |
|           | <a href="http://www3.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level=">http://www3.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level="</a> ; [DR023059];   |                                   |
|           | <i>DTP Direct</i> , <a href="http://www.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level=">http://www.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level="</a> ; [DR023202];   |                                   |
|           | <i>DTP Direct</i> , <a href="https://www.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level=">https://www.digitalriver.com/direct.cgi?dealer/direct/home.qry?d=1023&amp;level="</a> ; [DR024360];   |                                   |

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Digital River Secure Sales System |
|-----------|---|-----------------------------------|
|           | (i) a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page.  |                                   |
|           | " <b>Extending your selling environment</b> Better yet, the entire transaction takes place in the selling environment you've created, surrounded by the look and feel of your identity, with your products presented the way you want them presented, with no competition. Your customers simply hit the purchase icon at your site and the whole process unfolds smoothly. There's no sensation of being suddenly hustled off to another location. Your customers won't end up at some foreign-looking page where they have to hunt for your product. You can even prompt customers to purchase additional products, for instance printed manuals or more of your software. And it all takes place during a single purchase process. Digital River has created seamless continuity." |                                   |
|           | <i>Digital River - Secure Encrypted Software Distribution</i> , <a href="http://web.archive.org/web/1997121024519/digitalriver.com/Page3.html">http://web.archive.org/web/1997121024519/digitalriver.com/Page3.html</a> ; [DR000003-4] (emphasis original).   |                                   |
|           | "Digital River's Secure Sales System (SSS) brings together software manufacturers and dealers enabling them to sell and deliver product via the Internet. This service will provide all digital delivery, security, collections and reporting of the sale of software. Throughout this process it will appear to the consumer as if the transaction is being processed by the manufacturer or dealer while Digital River SSS is handling the whole transaction "behind the scenes." [sic]   |                                   |
|           | <i>Digital River - Secure Encrypted Software Distribution</i> , <a href="http://web.archive.org/web/19970412100754/http://www.digitalriver.com/">http://web.archive.org/web/19970412100754/http://www.digitalriver.com/</a> ; [DR000001-2].   |                                   |
|           | "Digital River will develop and manage an online store for IMSI for the purpose of offering MasterClips products for sale on the <a href="http://www.masterclips.com">www.masterclips.com</a> web site. These products will include: up to 300,000  |                                   |



Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Digital River Secure Sales System  |
|-----------|---|--|
| 19        | <p>wherein the second web page contains one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog.</p> <p>A system useful in an outsourcing provider serving web pages offering commercial opportunities.</p> | <p>[DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);</p> <p><i>DTP Direct</i>, <a href="http://www.digitalriver.com/dr...e.MAIN.Entry97SP=10039&amp;PN=1&amp;sl=1">http://www.digitalriver.com/dr...e.MAIN.Entry97SP=10039&amp;PN=1&amp;sl=1</a>; [DR0000091];</p> <p><i>DTP Direct</i>, <a href="http://www4.digitalriver.com/cgi-bin/Tango2.cgi?dealer=dtpdirect/home/grv?ld=1020&amp;level=1">http://www4.digitalriver.com/cgi-bin/Tango2.cgi?dealer=dtpdirect/home/grv?ld=1020&amp;level=1</a>; [DR000112];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry117SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry117SP=10039&amp;PN=1</a>; [DR02396];</p> <p><a href="http://www3.digitalriver.com/di...EgSE&amp;function=form&amp;order=113646">http://www3.digitalriver.com/di...EgSE&amp;function=form&amp;order=113646</a>; [DR023058];</p> <p><a href="http://www3.digitalriver.com/di...&amp;item=PL5000-A1&amp;Version=W1N95">http://www3.digitalriver.com/di...&amp;item=PL5000-A1&amp;Version=W1N95</a>; [DR023059];</p> <p><i>DTP Direct</i>, <a href="http://www.digitalriver.com/dr...e.MAIN.Entry97SP=10039&amp;PN=1&amp;sl=1">http://www.digitalriver.com/dr...e.MAIN.Entry97SP=10039&amp;PN=1&amp;sl=1</a>; [DR023202];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...e.MAIN.Entry97SP=10039&amp;PN=1&amp;sl=1">https://www.digitalriver.com/dr...e.MAIN.Entry97SP=10039&amp;PN=1&amp;sl=1</a>; [DR024360];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...e.MAIN.Entry97SP=10039&amp;PN=1&amp;sl=1">https://www.digitalriver.com/dr...e.MAIN.Entry97SP=10039&amp;PN=1&amp;sl=1</a>; [DR024415];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr/v2/ec.MAIN.Entry117SP=10039&amp;PN=1">https://www.digitalriver.com/dr/v2/ec.MAIN.Entry117SP=10039&amp;PN=1</a>; [DR024675];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...e.MAIN.Entry97SP=10039&amp;PN=1&amp;sl=1">https://www.digitalriver.com/dr...e.MAIN.Entry97SP=10039&amp;PN=1&amp;sl=1</a>; [DR025142];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...e.MAIN.Entry97SP=10039&amp;PN=1&amp;sl=1">https://www.digitalriver.com/dr...e.MAIN.Entry97SP=10039&amp;PN=1&amp;sl=1</a>; [DR02692];</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...e.MAIN.Entry97SP=10039&amp;PN=1&amp;sl=1">https://www.digitalriver.com/dr...e.MAIN.Entry97SP=10039&amp;PN=1&amp;sl=1</a>; [DR02693];</p> <p>[DR026692] (Bitstream gif and html files);</p> <p>[DR026693] (Digital Frontiers gif, jpg, hml, and qry files); and</p> <p>[DR026694] (OnTrack Data Recovery Services software).</p> <p><i>See 1, supra.</i></p> |

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Digital River Secure Sales System   |
|-----------|--|---|
| 3         | <p>The method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page.</p> | <p>[DR034606-07] (data associated with source page Bitstream stored on DR server);</p> <p><i>Welcome to Bitstream, Inc.</i>, <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bi/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bi/index.html</a>; and as reconstructed inserting referenced gif files; [DR000028-31]; [DR000032]; <i>see also Facsimile from Andrea Rizzo of Bitstream, Inc.</i>, dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system);</p> <p><i>Seattle Support Group</i>, <a href="http://www.digitalriver.com/digitalriver/Welcomer.qry?type=1&amp;id=1001">http://www.digitalriver.com/digitalriver/Welcomer.qry?type=1&amp;id=1001</a>; and <a href="http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW">http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW</a>; [DR000039-50] (Correspondence from Yasuo Noshiro, dated August 2, 1996);</p> <p><i>DTP Direct</i>, <a href="https://www.digitalriver.com/dr...e.MAIN.Entry97SP=10039&amp;PN=1&amp;sl=1">https://www.digitalriver.com/dr...e.MAIN.Entry97SP=10039&amp;PN=1&amp;sl=1</a>; [DR000091];</p> |

Comparison of U.S. Patent No. 7,818,399 and Digital River Secure Sales System Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Digital River Secure Sales System  |
|-----------|--|--|
| 19(a)     | <p>the system comprising:</p> <p>(a) a computer store containing data, for each of a plurality of first web pages, defining a plurality of visually perceptible elements, which visually perceptible elements correspond to the plurality of first web pages; (i) wherein each of the first web pages belongs to one of a plurality of web page owners; (ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and (iii) wherein the selected merchant, the outsourcing provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other.</p> | <p><i>See 1(c)-(b), supra.</i></p>   |
| 19(b)     | <p>(b) a computer server at the outsourcing provider, which computer server is coupled to the computer store and programmed to: (i) receive from the web browser of a</p>  | <p><i>Welcome to Bitstream, Inc.</i>, <a href="http://web.archive.org/web/19961019044742/www2.digitalriver.com/bi/index.html">http://web.archive.org/web/19961019044742/www2.digitalriver.com/bi/index.html</a>; and as reconstructed inserting referenced gif files; [DR000028-31]; [DR000032]; <i>see also Facsimile from Andrea Rizzo of Bitstream, Inc.</i>, dated January 24, 1997; [DR000080-86] (forwarding copies of individual Digital River maintained pages for Bitstream online ordering system);</p> <p><i>Seattle Support Group</i>, <a href="http://www.digitalriver.com/digitalriver/Welcomer.qry?type=1&amp;id=1001">http://www.digitalriver.com/digitalriver/Welcomer.qry?type=1&amp;id=1001</a>; and <a href="http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW">http://www.digitalriver.com/digitalriver/insertitem.qry?function=insert&amp;item=CDPLV1-TOTW</a>;</p> |

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Digital River Secure Sales System |
|-----------|--|-----------------------------------|
|           | computer user a signal indicating activation of one of the links displayed by one of the first web pages; (i) automatically identify as the source page the one of the first web pages on which the link has been activated; (iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page; and (iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays: (A) information associated with the commerce object associated with the link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source page. |                                   |

EXHIBIT 12A

To

Peter Kent's Opening Expert Report  
Regarding the Invalidity of the '135, '572  
and '399 Patents

Based upon the Court's claim construction order [D] 309, the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the Travelocity Co-Branding Prior Art anticipates and/or renders obvious, alone or in combination with other prior art, the asserted claims as described in part below.

| Claim No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in the Travelocity Co-Branding Prior Art |
|-----------|--|--|
| 8         | An e-commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages, comprising the steps of:<br><br>"A. Yahoo! operates a search engine and World Wide Web directory under the brand 'Yahoo!'.<br>B. SI operates a travel booking engine and interactive internet travel services through its 'Travelocity' site, located at http://www.travelocity.com (the 'Travelocity Site').<br>C. Yahoo! and SI wish to provide Yahoo! users with travel booking services by distributing SI's booking engine on the Yahoo! Site and to advertise and promote SI's interactive internet travel services, all in accordance with the terms and conditions of this Agreement."<br><i>Travel Services Advertising and Promotion Agreement</i> , June 30, 1997. See DFNDT000388-412.<br><br>"2.1 Yahoo! Travel Page. Yahoo! shall provide a prominent hyperlink on the Yahoo! Travel Page to the Co-Branded Pages described in Section 2.2. Such hyperlink shall be placed above the fold on the Yahoo! Travel Page."<br><i>Travel Services Advertising and Promotion Agreement</i> , June 30, 1997. See DFNDT000388-412.<br><br>"Purpose:<br>To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."<br><i>Yahoo! Travel Booking Engine - High Level Requirements</i> , July 14, 1997, last modified on February 18, 1998. See DFNDT000413-422.<br><br>The Travel Online Italia co-branded system with SABRE (Travelocity), dated at least as early as April 1997, provided "Travel Online Italia an on-line reservation product with its own look and feel." See DFNDT0000325.<br><br>From the US Airways Internet Reservation System Phase 1: Travelocity Private Label, dated 7/14/2006. |  |

| Claim No. | Claim Language of U.S. Patent No. 6,629,135                           | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |
|-----------|---|---|
| 8(a)      | capturing a look and feel description associated with a host website; | listing the "Requirements":<br><ul style="list-style-type: none"><li>• Create US Airways private label booking engine that offers air, car, and hotel booking capabilities.</li><li>• The private label product must bias US Airways for flight reservations.</li><li>• The private label product must have the US Airways "look and feel." This will be limited to the application name, graphics, and background color.</li></ul> See DFNDT0000340.<br><br>See also the references below to the extent the preamble is limiting.<br>Capture look piece either when Yahoo! sent its look and feel elements directly to SABRE Interactive or when SABRE Interactive scraped the look and feel elements from an existing Yahoo! page.<br><br>"This 'look and feel' will include the Yahoo! logo, the background color, and the toolbars."<br><br>The Look and feel capture includes automatic capture of look and feel elements:<br><br>"3.1 Each co-branded page will have the Yahoo! masthead (460 wide by 60 high) in place of the Travelocity logo. The IMG SRC to this masthead will point to the Yahoo! site."<br><br>See <i>Yahoo! Travel Booking Engine - Scope Definition</i> , last modified on 8/1/1997. See DFNDT000423-428.<br><br>See also tp-ec-1998adprocs.inc:<br><pre>### Proc Name: yhoecAdServer ### Purpose: returns HTML for YHOE ads ### Author: Barry ### Date: 7/98 ### Arguments: pgedName - current pged name that ad is being served on proc yhoecAdServer {pgedName} {     global NSAPI_SECURED_BROWSER</pre> |

Comparison of the U.S. Patent No. 6,629,135 and Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,629,135   | Relevant Disclosures in the Travelocity Co-Branding Prior Art   |
|-----------|---|---|
|           |   | <p>Return date / return time</p> <ul style="list-style-type: none"> <li>- Number of travelers - Type of car</li> </ul> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Check-in city</li> <li>- Check-in / check-out dates</li> <li>- Number of travelers</li> <li>- Number of rooms</li> </ul> <p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997 (emphasis added). See DFNDT000423-428.</p> <p>For Travel Online Italia, the scope definition states:<br/>                     "Travel Online Italia will be uniquely identified through the 'Service' tag in the URL." See DFNDT0000317.</p>   |
| 8(c)      | upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link. | <p>Once the hyperlink was activated, SABRE Interactive served a co-branded Yahoo! webpage corresponding to the Yahoo! look and feel in which the visitor was able to carry out travel planning using the selected commerce objects. As far as the scope of the claimed "look and feel" can be determined, the look and feel of the co-branded Yahoo! page served by SABRE Interactive included the Yahoo! logos, colors, travel menus, advertising, and toolbars.</p> <p>"2.2 Co-Branded Pages: SI shall create and serve a series of co-branded pages that guide Yahoo! Site users through the booking process for the Travel Services, at a minimum (the 'Co-Branded Pages'). The Co-Branded Pages shall include all pages through the first page containing a price quotation for travel-related services, but shall not include any pages in payment process."</p> <p><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"1.1 'Booking Engine' means a database containing availability, schedule, and price information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services, as a minimum, and complete payment for such Travel Services online."</p> <p><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"(b) User Interface. The Co-Branded Pages shall conform to the graphical user interface utilized by</p> |

Comparison of the U.S. Patent No. 6,629,135 and Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosures in the Travelocity Co-Branding Prior Art  |
|-----------|---|--|
|           |   | <pre> if { \$NSAPI_SECURED_BROWSER = "Y" } { set pageType "hotel" } elseif { (string range \$pgeName 0 3] == "hotels" )    (string range \$pgeName 0 3] == "mchr" ) } { set pageType "car" } else { set pageType "air" } </pre> <p>set result "&lt;FRAME SRC='http://www.yahoo.com/travel/travelocity/SpaceType/' WIDITH=468 HEIGHT=60 MARGINWIDTH=0 MARGINHEIGHT=0 HSPACE=25 VSPACE=0 FRAMEBORDER=0 SCROLLING=NO-&gt;<br/>                     &lt;/FRAME&gt;&lt;&gt;<br/>                     &lt;/NOLAYER&gt;<br/>                     "                     append result "&lt;LAYER SRC='http://www.yahoo.com/travel/travelocity/SpaceType/'&gt;<br/>                     &lt;/LAYER&gt;<br/>                     " <p>For the Travel Online Italia co-branded system, the scope definition stated:<br/>                     1. "Look and Feel" Customization<br/>                     A. Replace the header graphics (banner and co-brand) with graphics provided by Travel Online Italia and SI.<br/>                     B. Replace the Travelocity toolbar with a toolbar provided by Travel Online Italia. The toolbar for profile, Customer Service, Help, and Travelocity Home will still maintain the same functionality but may be a custom image.<br/>                     See DFNDT0000315.</p> <p>From the "US Airways Internet Reservation System Phase 1: Travelocity Private Label, dated 7/14/2006, listing the "Requirements":</p> <ul style="list-style-type: none"> <li>• Create US Airways private label booking engine that offers air, car, and hotel booking</li> </ul> </p> |

Comparison of the U.S. Patent No. 6,629,135 and Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosures in the Travelocity Co-Branding Prior Art  |
|-----------|--|--|
| 8(b)      | providing the host website with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object; and | <p>Yahoo! across Yahoo!'s network of branded internet properties as of the first date of the Exclusionary Period, and Yahoo! shall have the right reasonably to approve the final design of all Co-Branded Pages. Any material changes to the Co-Branded Pages thereafter shall be made upon the mutual agreement of the parties. Yahoo! shall assign one individual to work with SI to ensure that the Co-Branded Pages satisfy Yahoo!'s requirements. Yahoo! will use reasonable best efforts to ensure continuity of Yahoo! personnel involved in the design process. All pages displayed to Yahoo! Site users, other than the Co-Branded Pages, shall conform to the graphical interface utilized by SI, provided however Yahoo! shall have a reasonable right of approval with respect to such interface."</p> <p><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"Because the Yahoo! Travel express page will be hosted on Yahoo!'s site, Yahoo! must have the ability to receive and pass the Session Identification (SID) between Travelocity in order to keep the user's Travelocity session established. This does not apply for users that have cookie browsers because the SID is stored and retrieved from the cookie.</p> <p>***<br/>                     Modify igbcmemnew.pgd, vars sub, igbcmemnew.pgd, igbcmemnew.pgd, login.pgd, and igpflog.cdl to pass the session parameters to ensure the reservation process can continue without interruption. Place the session parameters into the Parameter's Database (PDB) and remove them from the PDB once the user has completed the login process."</p> <p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000423-428.</p> <p>"Certain pages within Travelocity will be designated as co-brand. Co-brand means that the pages will look and feel like Yahoo! pages, but will function the same as they do today in terms of required data elements, navigation and flow; except where otherwise indicated in this document."</p> <p><i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000413-422.</p> <p>"Several Travelocity pages (fpqrst, fndisp1, fndisp2, fprprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar.<br/>                     1. All references to Travelocity within the above pages will be modified to reflect Yahoo! Travel."<br/> <i>Yahoo! Travel Build your own itinerary</i>, last modified on March 24, 1998. See DFNDT000429-432.</p> |

Comparison of the U.S. Patent No. 6,629,135 and Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosures in the Travelocity Co-Branding Prior Art  |
|-----------|---|--|
|           |   | <p>capabilities</p> <ul style="list-style-type: none"> <li>• The private label product must bias US Airways for flight reservations.</li> <li>• The private label product must have the US Airways "look and feel." This will be limited to the application name, graphics, and background color.</li> </ul> <p>See DFNDT0000340.</p> <p>SABRE Interactive provided Yahoo! with a hyperlink to the co-branded page; Yahoo! then provided its Yahoo! website with the hyperlink. The link was correlated with a selected commerce object such as air, hotel, or car reservation.</p> <p>"2.1 Yahoo! Travel Page. Yahoo! shall provide a prominent hyperlink on the Yahoo! Travel Page to the Co-Branded Pages described in Section 2.2. Such hyperlink shall be placed above the fold on the Yahoo! Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.</p> <p>"Purpose:<br/>                     To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."<br/> <i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000413-422.</p> <p>"Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development.<br/>                     ***<br/>                     The Yahoo! travel page will include a flight express path. Modify the Travelocity entry point to accept the following parameters:<br/>                     - Number of passengers<br/>                     - Leaving from / going to cities<br/>                     - Departure date / departure time<br/>                     - Return date / return time<br/>                     The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:<br/>                     - Pick-up city<br/>                     - Pick-up date / pick-up time</p> |

Comparison of the U.S. Patent No. 6,629,135 and Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosures in the Travelocity Co-Branding Prior Art   |
|-----------|---|---|
|           |   | <pre> prodSABREwaming for CERT # 100e96 - Sembian - Changed gifPath directory for test systems (except CERT) to rty-test # 150e96 - Sembian - Production gif path should be /html-does/batb/ to be inline with the # 150e96 - Barry V - Add new variables for Associate Preferecing # 150e96 - Sembian - CSWOW gif path should be /html-does/batb/ to be inline with the # 220e96 - Susan - Added set variables for Hotel Pictures # 300e96 - Albert and Barry - Add Travelocity Highlights for CompuServe and file cleanup # 310e96 - Sembian - added "set secured_browser" for CSWOW / testCSWOW / CSWOWnet # 310e96 - Sembian - removed ServiceSecureCapable variable - not used anywhere # 310e96 - Sembian - removed ServiceSecureCapable variable - not used anywhere # 5 0e96 - Barry - add variable doubleClickDNS in order to hold Service # 10De96 - Sembian - Added ENS variables # 10De96 - Barry - add new tag aMKTG # 12 0c96 - Sembian - Made PRODIGY-NET secure always # 18 DEC96 - ALBERT DAHOUK - Add WTTF Co-branding # 16 Jan 96 - Barry - changed Worldview URL's # 30 Jan 96 - Barry - remove CSWOW # 12 FEB97 - CAROL SMITH - Add DELORME co-brand; remove Double click domain names; change HOME tag to AITHOME # 19 FEB97 CLS - Add VOYAGER, DELPHI-TVLNET, and PRODIGY-TVLCLASSIC co-brands # 05 MAR97 CLS - Add AT&amp;T Worldnet cobrand </pre> |
|           |   | <pre> * * * ##### # Banner graphics ##### set bannerFL2gif "flyaway1.gif" set bannerFL3gif "flyaway.gif" switch _\$\$service {     _testCOMPUSERVE-NET" } </pre>  |

Comparison of the U.S. Patent No. 6,629,135 and Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosures in the Travelocity Co-Branding Prior Art  |
|-----------|---|--|
|           |   | <p>For the Travel Online Italia co-branded system, the scope definition stated:</p> <p>2. "Look and Feel" Customization</p> <p>C. Replace the header graphics (banner and co-brand) with graphics provided by Travel Online Italia and SI.</p> <p>D. Replace the Travelocity toolbar with a toolbar provided by Travel Online Italia. The toolbar for profile, Customer Service, Help, and Travelocity Home will still maintain the same functionality but may be a custom image.</p> <p>See DFNDT0000315.</p> <p>From the US Airways Internet Reservation System Phase 1: Travelocity Private Label, dated 7/14/2006, listing the "Requirements":</p> <ul style="list-style-type: none"> <li>• Create US Airways private label booking engine that offers air, car, and hotel booking capabilities.</li> <li>• The private label product must bias US Airways for flight reservations.</li> <li>• The private label product must have the US Airways "look and feel." This will be limited to the application name, graphics, and background color.</li> </ul> <p>See DFNDT0000340.</p> <p>See TRAVESITE59-270073 and following:</p> <pre> ##### # Name: currency.inc # Purpose: Sets common variables and service-specific variables # Called by: all templates # Author: Mike Anderson # Date: Jan96 # Comments: NEVER set SID to a null value in this file! # Updates: </pre> <p>Mike Anderson - the ServiceEmail variable is now handled in feedback.inc.<br/> 22May96 - Doug Spicher - Added evaluation of \$\$Service value "CERT".<br/> Added this template header section.<br/> 22May96 - Sembian - Changed ServiceHomePage for CSWOW &amp; testCSWOW</p> |

Comparison of the U.S. Patent No. 6,629,135 and Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosures in the Travelocity Co-Branding Prior Art   |
|-----------|---|---|
|           |   | <pre> "certCOMPUSERVE-NET" "COMPUSERVE-NET" {     set toolbar_gif "CSbar.gif"     set bannerFLgif "THvaepac.gif"     set bannerWgif "THreservations.gif"     set bannerEXgif "THretrieve.gif"     set bannerENGif "THbannermen.gif"     set bannerEZgif "bannerez.gif"     set bannerFBgif "THfeedback.gif"     set bannerFPgif "THitineraries.gif"     set bannerFPgif "THlights2.gif"     set bannerFRgif "THfrees.gif"     set bannerGLgif "THreservations.gif"     set bannerHGif "THhelp.gif"     set bannerLGif "THlogin.gif"     set bannerPRgif "THprofile.gif"     set bannerTRgif "THmetables.gif"     set bannerTRgif "THreservations.gif"     set bannerCRgif "THcar.gif"     set bannerHTgif "THhotel.gif" } default {     set toolbar_gif "bar.gif"     set bannerFLgif "vaepac.gif"     set bannerWgif "bannerfw.gif"     set bannerCRgif "bannercr.gif"     set bannerEXgif "bannerez.gif"     set bannerENGif "bannermen.gif"     set bannerEZgif "bannerez.gif"     set bannerFBgif "bannerfb.gif"     set bannerFPgif "bannerfp.gif"     set bannerFRgif "bannerfr.gif" } </pre> |

Comparison of the U.S. Patent No. 6,629,135 and Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosures in the Travelocity Co-Branding Prior Art  |
|-----------|---|--|
|           |   | <pre> from login.cel to glrmain.cel 01Jul96 - Doug Spicher - add Services for dev test environments 02Jul96 - Doug Spicher - add global devTeam variable, default to     "n" unless \$\$Service is a development team member, then     set to "y". This variable can be used to inhibit code     in production. 02Jul96 - Sembian - removed obsolete weeklyAd* variables. 02Jul96 - Sembian - removed unused Services - Prodigy, CompuServe, lumiere 03Jul96 - Doug Spicher - Add FlyAAway banner gif variables 16Jul96 - Sembian - added required variables list - for use in mapURL, hiddenFields etc. 16Jul96 - Sembian - Added new Service called "GIFT" 23Jul96 - Sembian - Added ServiceADGI and ServiceADURL - for Co-Branding 29Jul96 - Doug - Add mbrowne and wanted Services 30Jul96 - Doug - revamp and consolidate if {\$Service...}.logic. 31Jul96 - Sembian - Added new Service called "HILTON" 13Aug96 - Barry V - Added new Service called "GENIE" 15Aug96 - Doug - Add ServicePhone, ServicePhoneInt, ServiceFax, ServiceFaxInt 29Aug96 - Barry V - Change Service tag GENIE to GI 30Aug96 - Doug - Add ServiceBrand variable for Rebranding 02Sep96 - Doug - Add spoofPhone var 06Sep96 - Barry V - Added new Service "EARTHINK" 10Sep96 - Sembian - Added ServiceAdGIHot, ServiceAdGICold for Co-Branding 13Sep96 - Barry V - Added Service tag "testTIME-WARNER" as a test tag 18Sep96 - Sembian - Added new Service paragg for Parag Gondhalakar 20Sep96 - Sembian - Changed urlTravelMerchandise as per Dave Kinsfather/David     Grinsby at WorldView # 23Sep96 - Barry - Changed all ServiceAdGif references to ServiceAdGifHot and     ServiceAdGifCold # 23Sep96 - Sembian - Added prodINSABREwaming variable # 25Sep96 - Barry V - Added PRODIGY-NET, ATCOM, PRODIGY-MEX as Service tags # 30Sep96 - Barry V - Add variable Category for DoubleClick # 09Oct96 - Barry V - Add new Category "CMOD", "TIV", and add new Service tags # 09Oct96 - Sembian - Set CR_HT gifs to WWRreservations.gif for CSWOW; Removed </pre> |

Comparison of the U.S. Patent No. 6,629,135 and Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |
|-----------|---|---|
|           |   | <pre> set ServiceAdURL "http://www.usatoday.com/life/travel/iframe.html" } "PRODIGY-NET" { set ServiceAdGifHot "prodnet.gif" set ServiceAdGifCold "prodnet.gif" set ServiceAdURL "http://travel.prodigy.net/burb.html" set ServiceSecureNavigation "Y" set secured_browser "Y" set HTTP "https" } "BUDGET" { set ServiceAdGifHot "budget_hot.gif" set ServiceAdGifCold "budget_cold.gif" set ServiceAdURL "http://www.budgetrentacar.com/reservations/index.html" } "DELORME" { set ServiceAdGifHot "deforme_hot.gif" set ServiceAdGifCold "deforme_cold.gif" set ServiceAdURL "http://www.deforme.com/travel" } "DELPHI-TVLNET" { set ServiceAdGifHot "delivi.gif" set ServiceAdGifCold "delivi.gif" set ServiceAdURL "http://www.delphi.com/travel" } "PRODIGY-TVLCLASSIC" { set ServiceAdGifHot "prodvl_hot.gif" set ServiceAdGifCold "prodvl_cold.gif" set ServiceAdURL "http://amatesprodigy.com/x-prodigy/jump/travel" } "SPRY-NET" { set ServiceAdGifHot "spry-net.gif" set ServiceAdGifCold "spry-net.gif" } </pre> |

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Comparison of the U.S. Patent No. 6,629,135 and Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |
|-----------|---|---|
|           |   | <pre> set bannerGif "banner.gif" set bannerHgif "bannerh.gif" set bannerLgif "bannerl.gif" set bannerPkgif "bannerpr.gif" set bannerTgif "bannertr.gif" set bannerTRgif "bannertr.gif" } } ##### # Service Specific GIF to be shown on every page # For Co-Branding Only ##### set ServiceAdGifHot "" set ServiceAdGifCold "" ##### # URL to which ServiceAdGifHot is linked on hot pages ##### # For Co-Branding Only ##### set ServiceAdURL "" * * * ##### # Service-specific Variables ##### # Travelocity   USAToday   Gif   HILTON   GI (Genie)   EARTHLINE   ATCOM   # TIME-WARNER   PRODIGY-NET   PRODIGY-MEX   HOME   WTTF   SWISS-ONLINE   INET- AMERICA # IMKTG   DELORME   VOYAGER   DELPHI-TVLNET   PRODIGY-TVLCLASSIC   SPRY-NET   7UP   ATWORLDNET </pre> |

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Comparison of the U.S. Patent No. 6,629,135 and Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |
|-----------|---|---|
|           |   | <pre> set ServiceAdURL "http://www.7up.com/UPforGrabs/UPforGrabs.html" } "7UP" { set ServiceAdGifHot "7up.gif" set ServiceAdGifCold "7up.gif" set ServiceAdURL "http://www.7up.com/UPforGrabs/UPforGrabs.html" } "ATTWORLDNET" { set ServiceAdGifHot "att_hot.gif" set ServiceAdGifCold "att_cold.gif" set ServiceAdURL "http://www.worldnet.att.net/explore/travel/index.html" } } elseif { \$Service == "COMPUSERVE-NET" } { # COMPUSERVE-NET set vFileFreeRoot "/share/html_docs/baib-v" set urPath "dpsl.travelocity.com:85" set gifPath "dpsl.travelocity.com:85/baib" set viPath "dpsl.travelocity.com:85/baib-v" set urPaths "dpsl.travelocity.com:85" set gifPaths "dpsl.travelocity.com:85/baib" set viPaths "dpsl.travelocity.com:85/baib-v" set domainName ".travelocity.com:85" set ServiceMailDir "/share/baib/ip/data/mail/Travelocity" set ServiceLogDir "/share/baib/ip/data/logs/Travelocity" # the next 3 vars should be set this way for on-line services assumed secure set ServiceSecureNavigation "Y" set secured_browser "Y" set HTTP "http" set enspath "/share/baib/ip/ens" switch -- \$Service { </pre> |

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Comparison of the U.S. Patent No. 6,629,135 and Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in the Travelocity Co-Branding Prior Art   |
|-----------|---|--|
|           |   | <pre> if { [search \$procServiceList \$Service] == 1 } { set agPCC "W0H3" set urPath "dpsl.travelocity.com:80" set vFileFreeRoot "/share/html_docs/baib-v" set gifPath "dpsl.travelocity.com:80/baib" set viPath "dpsl.travelocity.com:80/baib-v" set urPaths "dpsl.travelocity.com:443" set gifPaths "dpsl.travelocity.com:443/baib" set viPaths "dpsl.travelocity.com:443/baib-v" set domainName ".travelocity.com" set ServiceHomePage "http://www.travelocity.com" set ServiceMailDir "/share/baib/ip/data/mail/Travelocity" set ServiceLogDir "/share/baib/ip/data/logs/Travelocity" set ServicePNRid "PDB(tv_id)" switch -- \$Service { "HILTON" { set ServiceAdGifHot "hilton_hot.gif" set ServiceAdGifCold "hilton_cold.gif" set ServiceAdURL "http://www.hilton.com" } "WTTF" { set ServiceAdGifHot "netzonelogo.gif" set ServiceAdGifCold "netzonelogo.gif" set ServiceAdURL "http://www.wttf.com/netzone" } "EARTHLINE" { set ServiceAdGifHot "earthlink.gif" set ServiceAdGifCold "earthlink.gif" set ServiceAdURL "http://www.earthlink.net" } "USAT" { set ServiceAdGifHot "usat.gif" set ServiceAdGifCold "usat.gif" } } } </pre> |

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| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in the Travelocity Co-Branding Prior Art   |
|-----------|---|--|
| #         | #   | # because the JS calendar does not work with Netscape 4.0x   |
| #         | #   | # 19 Dec 96 - Sembian - Added proc dumpResult to write the HTML as a file to the ens directory. ENS will format this file and email it to the user |
| #         | #   | # Added proc sendMail  |
| #         | #   | # 02 Jan 1997 - Sembian - Added proc htm2text  |
| #         | #   | #####  |
| #         | #   | proc pageFooter {includeAdv includeWVLink includeFooterBar} {  |
| #         | #   | global footerAdv footerWVBar footerToolBar toolBar_gif   |
| #         | #   | global pngName   |
| #         | #   | set pngNameShort [string range \$pngName 0 [expr {[string first . \$pngName] - 1}]]  |
| #         | #   | addPage "u<P>"   |
| #         | #   | if {[string range \$pngNameShort 0 1] == "H"} {  |
| #         | #   | addPage "u<P>"   |
| #         | #   | } elseif {\$pngNameShort != "gitmain"} {   |
| #         | #   | addPage "u<HR><P>"   |
| #         | #   | }  |
| #         | #   | if {[string toupper \$includeAdv] == "Y"} && [string toupper \$footerAdv] == "YES" {   |
| #         | #   | addPage "u<CENTER>[image adv_gif "u" "u"]<CENTER><P>"  |
| #         | #   | }  |
| #         | #   | # if { [string toupper \$footerWVBar] == "YES" } {   |
| #         | #   | # change the if to the above statement to display WV Bar always.   |
| #         | #   | if { [string toupper \$includeWVLink] == "Y" } && [string toupper \$footerWVBar] == "YES" {  |
| #         | #   | addPage "u<CENTER><FORM ACTION=[mapURLForm bar.ctl] METHOD="POST">"  |
| #         | #   | hiddenFields {   |
| #         | #   | addPage "u<INPUT TYPE="HIDDEN" NAME="help_for_page" VALUE="[\$pngNameShort]">"   |
| #         | #   | [imageForm \$toolBar_gif "u" "y" "MIDDLE"]<FORM><CENTER>"  |
| #         | #   | }  |
| #         | #   | } if {[string toupper \$includeToolBar] == "FULL"} && [string toupper \$footerToolBar] == "YES" {  |
| #         | #   | addPage "u<CENTER><FORM ACTION=[mapURLForm tool.ctl] METHOD="POST">"   |
| #         | #   | hiddenFields {   |
| #         | #   | addPage "u<INPUT TYPE="HIDDEN" NAME="help_for_page" VALUE="[\$pngNameShort]">"   |

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in the Travelocity Co-Branding Prior Art                        |
|-----------|---|---|
| #         | #   | COMPLSERVIE.NET" {  |
| #         | #   | set ServiceHomePage "http://www.travelocity.com/"                                   |
| #         | #   | set ServiceAdGifHot "cnet.gif"  |
| #         | #   | set ServiceAdGifCold "cnet.gif"   |
| #         | #   | set ServiceAdURL "http://www.compasserve.com/cgi-bin/go/serve?CIS:TRAVEL"           |
| #         | #   | }   |
| #         | #   | * * * * *   |
| #         | #   | #####   |
| #         | #   | sbTools.inc   |
| #         | #   | # Purpose: Contains proc used for building sections of a page                       |
| #         | #   | # Called by: All page description files   |
| #         | #   | # Proc: buildFreq   |
| #         | #   | # choiceList  |
| #         | #   | # helpHyperlinks  |
| #         | #   | # hiddenFields  |
| #         | #   | # hotelCancel   |
| #         | #   | # mealList  |
| #         | #   | # pageFooter  |
| #         | #   | # pageHeaderFL  |
| #         | #   | # putImageMapFL   |
| #         | #   | # Mike Anderson   |
| #         | #   | # Date: Jan96   |
| #         | #   | # Comments:   |
| #         | #   | # Updates: 20Jun96 - Doug Spicher - Add proc hiddenFields                           |
| #         | #   | # 27Jun96 - Doug Spicher  |
| #         | #   | pageHeader - remove prevPage argument, use pngName global var.                      |
| #         | #   | pageFooter - remove prevPage argument, use pngName global var.                      |
| #         | #   | consolidate includeFullToolbar and includePartToolbar                               |
| #         | #   | arguments into one includeToolbar argument.   |
| #         | #   | 2 Jul 96 - Sembian - Modified pageHeader to not display doubleClick ads for testers |

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |
|-----------|---|---|
| #         | #   | [imageForm "tool_gif" "u" "y" "MIDDLE"]<FORM><CENTER>"  |
| #         | #   | } elseif [string toupper \$includeToolBar] == "PART" && [string toupper \$footerToolBar] == "YES" { |
| #         | #   | addPage "u<CENTER><FORM ACTION=[mapURLForm tool2.ctl] METHOD="POST">"                               |
| #         | #   | hiddenFields {  |
| #         | #   | addPage "u<INPUT TYPE="HIDDEN" NAME="help_for_page" VALUE="[\$pngNameShort]">"                      |
| #         | #   | } [image "gtool1_gif" "u" "u"] [imageForm "gtool2_gif" "u" "y" "TOP"]<FORM><CENTER>"                |
| #         | #   | }   |
| #         | #   | addPage "u<BODY>>u<HTML>"   |
| #         | #   | }   |
| #         | #   | proc pageHeader { headerGif headerText includeDbClickAd linkedServiceAd includeContextAd            |
| #         | #   | listOfJavaScripts { {   |
| #         | #   | global urlPath gifPath pngName Result   |
| #         | #   | global ServiceAdGifHot ServiceAdGifCold ServiceAdURL  |
| #         | #   | global prodInSABREwarning devTeam   |
| #         | #   | global ServiceCategory doubleClickDNS   |
| #         | #   | global BROWSERSTYPE PDB help_for_page C2Second  |
| #         | #   | * * *   |
| #         | #   | if { [string range \$headerText 0 3] != "IMG" } {   |
| #         | #   | addPage "<TITLE>\$headerText</TITLE>"   |
| #         | #   | } else {  |
| #         | #   | addPage "<TITLE></TITLE>"   |
| #         | #   | }   |
| #         | #   | } <TABLE BORDER=0 WIDTH=100%>u <TR ALIGN=LEFT>[image \$headerGif "u" "u"]                           |
| #         | #   | } # test for adding CO-BRAND images CO-BRAND linked images  |
| #         | #   | if { (\$ServiceAdGifHot != "") && (\$ServiceAdGifCold != "") } {                                    |
| #         | #   | if { [string range \$ServiceAdGifHot 0 6] == "http://" } {  |
| #         | #   | set img_src hot\$ServiceAdGifHot  |
| #         | #   | } elseif [string range \$ServiceAdGifHot 0 7] == "https://" } {                                     |
| #         | #   | set img_src hot\$ServiceAdGifHot  |

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in the Travelocity Co-Branding Prior Art   |
|-----------|---|--|
| #         | #   | 03Jul96 - Doug Spicher - Add HTML comment identifying png name   |
| #         | #   | Add pageHeaderFL for FlyAAway  |
| #         | #   | Add putImageMapFL for FlyAAway   |
| #         | #   | Modify pageFooter to accommodate FlyAAway  |
| #         | #   | 23 Jul 96 - Sembian - Modified choiceList to have size option, defaulting to 1st item in list, removed invisible returns, use foreach instead of while |
| #         | #   | 24 Jul 96 - Sembian - Modified pageHeader to incorporate Service Ads - for co-branding   |
| #         | #   | 7 Aug 96 - Michelle B - Add hotelCancel for hotels   |
| #         | #   | 23 Sep 96 - Barry V - Modified pageHeader to incorporate ServiceAdGifHot and ServiceAdGifCold  |
| #         | #   | 30Sep96 - Barry V - Modified pageHeader to incorporate Category, Service to DoubleClick  |
| #         | #   | 02Oct96 - Doug - Remove pageTable proc. Add list of procs.   |
| #         | #   | 08Oct96 - Sembian - Removed the check for includeWVLink argument in pageFooter to decide display of WV Tool Bar.                                       |
| #         | #   | SI wants to be able to link to WV regardless of losing State/Session.  |
| #         | #   | 08Oct96 - Sembian - Commented out the above change. Uncomment on SIs notice.   |
| #         | #   | 14Oct96 - Sembian - modified pageHeader to not display title if headerText argument is a gif   |
| #         | #   | 22Oct96 - Doug/Ashima - include image.inc  |
| #         | #   | 23Oct96 - Ashima - replaced INPUT TYPE= image tags with imageForm proc   |
| #         | #   | 01Nov96 - Barry - modified pageHeader proc to not display title for login.pgd  |
| #         | #   | 14Nov96 - Barry - add proc secureLink to show verbiage and link to secure mode   |
| #         | #   | 16Nov96 - Barry - add proc adLink to show DoubleClick ads  |
| #         | #   | 25Nov96 - Sembian - modified pageHeader to include JavaScripts within the HEAD section   |
| #         | #   | 2 Dec 96 - Sembian - modified pageHeader for Context Sensitive Advertisements (CSA)  |
| #         | #   | 3 Dec 96 - Sembian - added proc jsCompatible to check JavaScript Compatible browsers   |
| #         | #   | 4 Dec 96 - Sembian - added proc animateScript (from agents) for CSA  |
| #         | #   | 11 Dec 96 - Sembian - URL for double clicks ad should always be // without the http: otherwise cant include it in href docs. Changed this for CSA      |
| #         | #   | 11 Dec 96 - Sembian - made MOZILLA2 non jsCompatible in proc jsCompatible  |

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in the Travelocity Co-Branding Prior Art   |
|-----------|---|--|
|           |   | <pre> if {\$onLoadFunction != ""} {     set result &lt;BODY ONLOAD=\$onLoadFunction&gt;&lt;u&gt;&lt;CENTER&gt;&lt;u&gt; } else {     set result &lt;BODY&gt;&lt;u&gt;&lt;CENTER&gt;&lt;u&gt; } ##### #append result "[image 'yhl.gif' 0 n n "" ]&lt;P&gt;" ##### append result "&lt;n&gt;&lt;table border=0 cellpadding=2 cellspacing=0 width='85%'&gt; <tr&gt;&lt;td !="N" "="" ""="" "&lt;hr="" "&lt;u&gt;&lt;p&gt;&lt;table="" "[yhoesadserver.pgdname]"="" "c"="" "y"="" #####="" \$includead]="=" \$nopagetitle]="" &gt;&lt;big&gt;&lt;b&gt;&lt;headertext&lt;b&gt;&lt;="" &gt;&lt;n&gt;="" &lt;td="" &lt;td&gt;&lt;td&gt;&lt;="" &lt;tr&gt;&lt;n="" 'yho_bann.gif'="" 'yho_tcy3.gif'="" 0="" <="" [image="" [string="" ]&lt;n&gt;="" append="" bgcolor="#6699cc&gt;&lt;FONT" big&gt;&lt;="" border="0" cellpadding="0" face="ARIAL" font&gt;&lt;td&gt;&lt;td&gt;&lt;n="" if="" n="" noshade&gt;&lt;td&gt;&lt;td="" nowrap="&lt;tr" pre="" result="" size="0" table&gt;&lt;n&gt;="" toupper="" width="596&gt;" {=""   ="" }=""> </tr&gt;&lt;td></pre> |

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in the Travelocity Co-Branding Prior Art   |
|-----------|---|--|
|           |   | <pre> } else {     set img_src_hot [mapGif \$ServiceAdGifHot] } if { [string range \$ServiceAdGifCold 0 6] == "http://" } {     set img_src_cold \$ServiceAdGifCold } elseif { [string range \$ServiceAdGifCold 0 7] == "https://" } {     set img_src_cold \$ServiceAdGifCold } else {     set img_src_cold [mapGif \$ServiceAdGifCold] } if { [string toupper \$linkedServiceAd] == "Y" } {     addPage &lt;TH ALIGN=RIGHT&gt;&lt;A HREF=\$ServiceADURL"&gt;&lt;IMG SRC=\$img_src_hot BORDER=0&gt;&lt;/A&gt;&lt;n" } elseif { [string toupper \$linkedServiceAd] == "N" } {     addPage &lt;TH ALIGN=RIGHT&gt;&lt;IMG SRC=\$img_src_cold&gt;&lt;n" } } addPage &lt;/TABLE&gt;&lt;n &lt;/CENTER&gt;&lt;n" * # No Banner text for login page if { \$pgdName != "login.pgd" } {     addPage &lt;n &lt;BR&gt;&lt;CENTER&gt;&lt;P&gt;&lt;FONT SIZE=2&gt;&lt;HeaderText&lt;/FONT&gt;&lt;/CENTER&gt;&lt;/P&gt; " } addPage &lt;HR&gt;&lt;n" } } <b>See tp-tel-1998/serviceproc.inc, lines 272-286</b> #### Proc Name: isServiceYahoo #### Purpose: combines YHOE and YHOB into one call (both are yahoo) #### Author: Susan #### Rewritten by: Susan #### Date: 5/98 </pre> |

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in the Travelocity Co-Branding Prior Art   |
|-----------|---|--|
|           |   | <pre> <b>See tp-tel-1998/images.inc, lines 407-416:</b> # Yahoo banner images set nc_image(yhl.gif) "500[64]Yahoo!" set nc_image(yho_tcy3.gif) "17040[Travelocity]" set nc_image(yho_bann.gif) "285[30]Yahoo! Travel!" <b>See tp-tel-1998/footerproc.inc, lines 58-110:</b> #### Proc Name: yhoFooter #### Author: Barry #### Date: 7/98 #### Arguments: includeAd ### proc yhoFooter {includeAd pgdName hotProfile futureUse3} {     global PDB System     # if {[info exists skip_warning]} {     # set skip_warning "N"     # }     set result "&lt;n&gt;&lt;CENTER&gt; &lt;TABLE BORDER=0 BGCOLOR=#000033" CELLSPACING=0 CELLPADDING=0 WIDTH=600&gt; &lt;TR&gt; &lt;TD VALIGN=MIDDLE ALIGN=CENTER&gt; &lt;TABLE BORDER=0 CELLSPACING=1 CELLPADDING=1 WIDTH=100%&gt; " } if {[info exists PDB(sv_smsis_flag)] &amp;&amp; [string toupper \$PDB(sv_smsis_flag)] == "Y" } {     if {[info exists System] &amp;&amp; (\$System == "Dev"    \$System == "Star"    \$System == "Cert")} {         set profile_URL \$PDB(sv_smsis_url)     } else {         set profile_URL \$PDB(sv_smsis_sec_test_url)     } } </pre> |

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in the Travelocity Co-Branding Prior Art   |
|-----------|---|--|
|           |   | <pre> #### Arguments: proc isServiceYahoo {} {     global Service     switch -- \$Service {         statYHOE -         YHOE -         YHOB { return 1 }         default { return 0 }     } } <b>See tp-tel-1998/hotsavall.pgd, lines 31, 194:</b> addPage "[pageHeader "GLBL" "Select a Home" "Y" "Y" "jsDoubleClick" "hotsavall" "" "" "" "" "" ]" addPage "[pageFooter "Y" "hotsavall" "" "" "" "" "" ]" <b>See tp-tel-1998/globalproc.inc, lines 557-562:</b> # One of 3 header proc's are called depending on the Service. Either ICY, YHOE, or NEICENTER append Result " &lt;TITLE&gt;&lt;HeaderText&lt;/TITLE&gt; &lt;/HEAD&gt; [eval "\$PDB(sv_hdr_proc)"] &lt;CENTER&gt; <b>See tp-tel-1998/headerproc.inc, lines 91-135:</b> #### Proc Name: yhoHeader #### Purpose: returns HTML for the header for basic Yahoo #### Author: Barry #### Date: 7/98 #### Arguments: hotContentCobrand = flag to tell whether cobrand and content bar should be hot #### hotProfile = flag to tell whether profile link should be active proc yhoHeader {hotContentCobrand hotProfile includeAd headerText noPageTitle onLoadFunction pgdName} {     global PDB </pre> |

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in the Travelocity Co-Branding Prior Art   |
|-----------|---|--|
|           |   | <pre> append profile URL SPDB(sv_smls_yhoc_upd_prof) } } if { [info exists PDB(st_guest)] &amp;&amp; SPDB(st_guest) != "Y" } { [string toupper ShotProfile] != "N" } } { if { [info exists PDB(sv_smls_flag)] &amp;&amp; [string toupper SPDB(sv_smls_flag)] != "Y" } { append result "&lt;TD VALIGN=MIDDLE BGCOLOR=#008080" ALIGN=CENTER WIDTH=150&gt;&lt;A HREF=\$profile_URL&gt;&lt;B&gt;Account Information&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt;" } else { append result "&lt;TD VALIGN=MIDDLE BGCOLOR=#008080" ALIGN=CENTER WIDTH=150&gt;&lt;A HREF=[mapURL profmenu.ct] ]&gt;&lt;B&gt;Account Information&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt;" } } } else { append result "&lt;TD VALIGN=MIDDLE BGCOLOR=#008080" ALIGN=CENTER WIDTH=150&gt;Account Information&lt;/TD&gt;" } } append result " &lt;TD VALIGN=MIDDLE BGCOLOR=#008080" ALIGN=CENTER WIDTH=150&gt;&lt;A HREF=[mapURL gblhelp.ct] ]&gt;Help&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt; &lt;TD VALIGN=MIDDLE BGCOLOR=#008080" ALIGN=CENTER WIDTH=150&gt;&lt;A HREF=[mapURL gblmainmenu.ct] ]&gt;&lt;B&gt;Yahoo! Travel&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt; " &lt;/TR&gt;&lt;/TABLE&gt;&lt;/TABLE&gt; } append result "&lt;CENTER&gt;&lt;BR&gt; &lt;FONT SIZE=1&gt;&lt;Copyright &amp;copy; 1998 Yahoo! Inc. All rights reserved.&lt;/FONT&gt; &lt;BR&gt;&lt;FONT SIZE=1&gt;&lt;Copyright &amp;copy; 1998 The SABRE Group, Inc. All rights reserved.&lt;/FONT&gt; &lt;BR&gt;&lt;FONT SIZE=1&gt;&lt;Travelocity is a service mark of an affiliate of The SABRE Group, Inc.&lt;/FONT&gt; &lt;BR&gt; &lt;CENTER&gt;" </pre> |

**EXHIBIT 12B**

To

**Peter Kent's Opening Expert Report  
Regarding the Invalidity of the '135, '572  
and '399 Patents**

**Comparison of the U.S. Patent No. 6,993,572 and Travelocity Co-Branding Prior Art**

Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the Travelocity Co-Branding Prior Art anticipates and/or renders obvious, alone or in combination with other prior art, the asserted claims as described in part below.

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |      |           |        |        |  |        |  |         |
|-----------|---|---|------|-----------|--------|--------|--|--------|--|---------|
| 13        | An e-commerce outsourcing system comprising:  | <p>The SABRE Interactive (now Travelocity) co-branded website was an e-commerce outsourcing solution for Yahoo! so that Yahoo! had travel reservation capability under its own name with the same look and feel as its own website.</p> <p>"A. Yahoo! operates a search engine and World Wide Web directory under the brand 'Yahoo!'.<br/>B. SI operates a travel booking engine and interactive Internet travel services through its 'Travelocity' site, located at <a href="http://www.travelocity.com">http://www.travelocity.com</a> (the "Travelocity Site").<br/>C. Yahoo! and SI wish to provide Yahoo! users with travel booking services by distributing SI's booking engine on the Yahoo! Site and to advertise and promote SI's interactive Internet travel services, all in accordance with the terms and conditions of this Agreement."<br/><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997.</p> <p>See DFNDT000388-412</p> <p>The Travel Online Italia co-branded system with SABRE (Travelocity), dated at least as early as April 1997, provided "Travel Online Italia an on-line reservation product with its own look and feel." See DFNDT0000325.</p> <p>The co-branded elements that were taken from Yahoo!'s website were stored by SABRE Interactive in a data store.</p> <p>"The following pages within Travelocity will be co-branded for Yahoo!:</p> <table border="1"> <thead> <tr> <th>Path</th> <th>Page Name</th> </tr> </thead> <tbody> <tr> <td>3 Best</td> <td>ffrqst</td> </tr> <tr> <td></td> <td>ffdisp</td> </tr> <tr> <td></td> <td>ffprice</td> </tr> </tbody> </table> | Path | Page Name | 3 Best | ffrqst |  | ffdisp |  | ffprice |
| Path      | Page Name   |   |      |           |        |        |  |        |  |         |
| 3 Best    | ffrqst  |   |      |           |        |        |  |        |  |         |
|           | ffdisp  |   |      |           |        |        |  |        |  |         |
|           | ffprice   |   |      |           |        |        |  |        |  |         |
| 13(a)     | a data store including a look and feel description associated with a host web page having a link correlated with a commerce object; and |   |      |           |        |        |  |        |  |         |



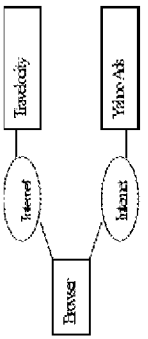
Comparison of the U.S. Patent No. 6,993,572 and Travelocity Co-Branding Prior Art

|                  |   |   |
|------------------|---|---|
| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 6,993,572</p>  | <p>Relevant Disclosures in the Travelocity Co-Branding Prior Art</p> <p>For Travel Online Italia, the scope definitions states:<br/>         "Travel Online Italia will be uniquely identified through the 'Service' tag in the URL." See DFND10000317.</p> <p>From the US Airways Internet Reservation System Phase 1: Travelocity Private Label, dated 7/14/2006, listing the "Requirements":</p> <ul style="list-style-type: none"> <li>• Create US Airways private label booking engine that offers air, car, and hotel booking capabilities.</li> <li>• The private label product must bias US Airways for flight reservations.</li> <li>• The private label product must have the US Airways "look and feel." This will be limited to the application name, graphics, and background color.</li> </ul> <p>See DFND10000340.</p> <p>SABRE Interactive utilized a processor to serve web pages. More specifically, when the link on the Yahoo! Travel web page was activated, the processor was programmed to serve a web page from the SABRE Interactive web site that had the same look and feel as the Yahoo! web page and had content based on the selected commerce object. Once the hyperlink was activated, SABRE Interactive's website server served a co-branded Yahoo! webpage corresponding to the Yahoo! look and feel in which the visitor was able to carry out travel planning using the selected commerce objects. As far as the scope of the claimed "look and feel" can be determined, the look and feel of the co-branded Yahoo! page served by SABRE Interactive included the Yahoo! logo, colors, travel menus, advertising, and toolbars.</p> <p>"A. Yahoo! operates a search engine and World Wide Web directory under the brand 'Yahoo!'.<br/>         B. SI operates a travel booking engine and interactive Internet travel services through its 'Travelocity' site, located at <a href="http://www.travelocity.com">http://www.travelocity.com</a> (the "Travelocity Site").<br/>         C. Yahoo! and SI wish to provide Yahoo! users with travel booking services by distributing SI's booking engine on the Yahoo! Site and to advertise and promote SI's interactive Internet travel services, all in accordance with the terms and conditions of this Agreement."<br/>         Travel Services Advertising and Promotion Agreement, June 30, 1997 (emphasis added). See DFND1000388-412.</p> <p>"Currently, Yahoo advertising is delivered in a similar manner to Double-Click ads. A URL is embedded in the HTML which links to GIFs stored on the Yahoo ads server. The user's browser will then directly connect to the ads server to obtain the advertisement (GIF).</p> |
| <p>13(b)</p>     | <p>a computer processor coupled to the data store and in communication through the Internet with the host web page and programmed, upon receiving an indication that the visitor computer in Internet communication with the host web page, to serve a composite computer with a look and feel based on the look and feel description in the data store and with content based on the commerce object associated with the link.</p> |   |

Comparison of the U.S. Patent No. 6,993,572 and Travelocity Co-Branding Prior Art

|                  |  |   |
|------------------|--|---|
| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 6,993,572</p> | <p>Relevant Disclosures in the Travelocity Co-Branding Prior Art</p> <p>Flights &amp; Prices</p> <p>Hotels</p> <p>Cars</p> <p>Existing Reservations</p> <p>Exopt</p> <p>iprqst<br/>fpdisp1<br/>fpdisp2<br/>fppric!<br/>hrrqst<br/>hiavail<br/>hidisp<br/>hiedubr1<br/>hiedubr2<br/>crqst<br/>crodubr1<br/>crodubr2<br/>cridsp<br/>cridetail<br/>Exopt</p> <p>Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFND1000423-428.</p> <p>"2.1 Yahoo! Travel Page: Yahoo! shall provide a prominent hyperlink on the Yahoo! Travel Page to the Co-Branded Pages described in Section 2.2. Such hyperlink shall be placed above the fold on the Yahoo! Travel Page."<br/>         Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFND1000388-412</p> <p>"Purpose:<br/>         To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."<br/>         Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFND1000423-428.</p> <p>"Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development."<br/>         ***<br/>         The Yahoo! travel page will include a flight express path. Modify the Travelocity entry point to accept</p> |
|------------------|--|---|

Comparison of the U.S. Patent No. 6,993,572 and Travelocity Co-Branding Prior Art

|                  |  |  |
|------------------|--|--|
| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 6,993,572</p> | <p>Relevant Disclosures in the Travelocity Co-Branding Prior Art</p>  <p>HTML Ads For Yahoo, last modified on 5/11/1998.</p> <p>"(b) User Interface: The Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! Across Yahoo!'s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! shall have the right reasonably to approve the final design of all Co-Branded Pages. Any material changes to the Co-Branded Pages thereafter shall be made upon the mutual agreement of the parties. Yahoo! shall assign one individual to work with SI to ensure that the Co-Branded Pages satisfy Yahoo!'s requirements. Yahoo! will use reasonable best efforts to ensure continuity of Yahoo! personnel involved in the design process. All pages displayed to Yahoo! Site users, other than the Co-Branded Pages, shall conform to the graphical interface utilized by SI, provided however Yahoo! shall have a reasonable right of approval with respect to such interface."<br/>         Travel Services Advertising and Promotion Agreement, June 30, 1997 (emphasis added). See DFND1000388-412.</p> <p>"Several Travelocity pages (fprqst, fpdisp1, fpdisp2, fpprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar.<br/>         1. All references to Travelocity within the above pages will be modified to reflect Yahoo! Travel."<br/>         Yahoo! Travel Build your own itinerary, last modified on March 24, 1998. See DFND1000429-432.</p> <p>"1.1 'Booking Engine' means a database containing availability, schedule, and price information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services, as a minimum, and complete payment for such Travel Services online."<br/>         ***</p> <p>(b) User Interface: The Co-Branded Pages shall conform to the graphical user interface utilized by</p> |
| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 6,993,572</p> | <p>Relevant Disclosures in the Travelocity Co-Branding Prior Art</p> <p>the following parameters:<br/>         - Number of passengers<br/>         - Leaving from / going to cities<br/>         - Departure date / departure time<br/>         - Return date / return time</p> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:<br/>         - Pick-up city<br/>         - Pick-up date / pick-up time<br/>         - Return date / return time<br/>         - Number of travelers<br/>         - Type of car</p> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:<br/>         - Check-in city<br/>         - Check-in / check-out dates<br/>         - Number of travelers<br/>         - Number of rooms"<br/>         Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997.<br/>         See DFND1000413-422.</p> <p>For the Travel Online Italia co-branded system, the scope definition stated:<br/>         1. "Look and Feel": Customization<br/>         A. Replace the header graphics (banner and co-brand) with graphics provided by Travel Online Italia and SI<br/>         B. Replace the Travelocity toolbar with a toolbar provided by Travel Online Italia. The toolbar for profile, Customer Service, Help, and Travelocity Home will still maintain the same functionality but may be a custom image.<br/>         See DFND10000315.</p>  |

Comparison of the U.S. Patent No. 6,993,572 and Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in the Travelocity Co-Branding Prior Art |
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|           | following parameters:<br>- Check-in / check-out dates<br>- Number of travelers<br>- Number of rooms<br>Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997.<br>See DFNDT000413-422.  |  |
|           | See TRAVESITE59-270073 and following:<br>#####<br># Name: currency.inc<br># Purpose: Sets common variables and service-specific variables<br># Called by: all templates<br># Author: Mike Anderson<br># Date: Jan96<br># Comments: NEVER set SID to a null value in this file!<br># Updates:<br>#<br># Mike Anderson - the ServiceEmail variable is now handled in feedback.inc.<br>22May96 - Doug Spichter - Added evaluation of \$Service value "CERT".<br>#<br># Added this template header section.<br>22May96 - Sembian - Changed ServiceHomePage for CSWOW & testCSWOW from iglogin.crl to gifmain.crl<br>#<br># 01Jul96 - Doug Spichter - add Services for dev test environments<br>02Jul96 - Doug Spichter - add global devTeam variable; default to "it" unless \$Service is a development team member, then set to "y." This variable can be used to inhibit code in production.<br>#<br># 02Jul96 - Sembian - removed obsolete weeklyAd* variables.<br>02Jul96 - Sembian - removed unused Services - Prodigy, Compuserve, lumiere<br>03Jul96 - Doug Spichter - Add FlyAway banner gif variables<br>16Jul96 - Sembian - added required variables list - for use in mapURL, hiddenFields etc.<br>16Jul96 - Sembian - Added new Service called "GIFT" |  |

Comparison of the U.S. Patent No. 6,993,572 and Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in the Travelocity Co-Branding Prior Art |
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|           | Yahoo! across Yahoo!'s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! shall have the right reasonably to approve the final design of all Co-Branded Pages. Any material changes to the Co-Branded Pages thereafter shall be made upon the mutual agreement of the parties. Yahoo! shall assign one individual to work with SI to ensure that the Co-Branded Pages satisfy Yahoo!'s requirements. Yahoo! will use reasonable best efforts to ensure continuity of Yahoo! personnel involved in the design process. All pages displayed to Yahoo! Site users, other than the Co-Branded Pages, shall conform to the graphical interface utilized by SI, provided however Yahoo! shall have a reasonable right of approval with respect to such interface.<br>***<br>2.2 Co-Branded Pages. SI shall create and serve a series of co-branded pages that guide Yahoo! Site users through the booking process for the Travel Services, at a minimum (the "Co-Branded Page"). The Co-Branded Pages shall include all pages through the first page containing a price quotation for travel-related services, but shall not include any pages in payment process."<br>Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.<br>"Because the Yahoo! Travel express page will be hosted on Yahoo!'s site, Yahoo! must have the ability to receive and pass the Session Identification (SID) between Travelocity in order to keep the user's Travelocity session established. This does not apply for users that have cookie browsers because the SID is stored and retrieved from the cookie.<br>***<br>Modify igbecome.pgd, vars.sub, igmemnew.pgd, igmemcon.pgd, iglogin.pgd, ignewinf.pgd, and igsplog.crl to pass the session parameters to ensure the reservation process can continue without interruption. Place the session parameters into the Parameter's Database (PDB) and remove them from the PDB once the user has completed the login process."<br>Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413-422.<br>"Certain pages within Travelocity will be designated as co-brand. Co-brand means that the pages will look and feel like Yahoo! pages, but will function the same as they do today in terms of required data elements, navigation and flow; except where otherwise indicated in this document. Yahoo! will assign one individual to work with SI to ensure that the co-branded pages satisfy Yahoo!'s requirements."<br>Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428. |  |

Comparison of the U.S. Patent No. 6,993,572 and Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |
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|           |   | 23Jul96 - Sembian - Added ServiceAdGif and ServiceAdURL - for Co-Branding<br>29Jul96 - Doug - Add mbrowne and wahed Services<br>30Jul96 - Doug - revamp and consolidate Ff \$Service..! logic.<br>31Jul96 - Sembian - Added new Service called "HILTON"<br>13Aug96 - Barry V - Added new Service called "GENIE"<br>15Aug96 - Doug - Add ServicePhone, ServicePhoneInt, ServiceFax, ServiceFaxInt<br>29Aug96 - Barry V - Change Service tag GENIE to GI<br>30Aug96 - Doug - Add ServiceBrand variable for Rebranding<br>02Sep96 - Doug - Add spoolPhone var<br>06Sep96 - Barry V - Added new Service "EARTHLINK"<br>10Sep96 - Sembian - Added ServiceAdGifHot, ServiceAdGifCold for Co-Branding<br>13Sep96 - Barry V - Added Service tag "SERVTIME-WARNER" as a test tag<br>18Sep96 - Sembian - Added new Service parage for Parag Gondhaekar<br>20Sep96 - Sembian - Changed urlTravelMerchandise as per Dave Kinsliasher/David Grnsby at WorldView<br>#<br># 23Sep96 - Barry - Changed all ServiceAdGif references to ServiceAdGifHot and ServiceAdGifCold<br>#<br># 23Sep96 - Sembian - Added prodinSABREwarning variable<br>#<br># 25Sep96 - Barry V - Added PRODIGY.NET, ATCOM, PRODIGY.MEX as Service tags<br>#<br># 30Sep96 - Barry V - Add variable Category for DoubleClick<br>#<br># 09Oct96 - Barry V - Add new Category "CMOD", "ITV", and add new Service tags<br>#<br># 09Oct96 - Sembian - Set CKHH gifs to WOWReservations.gif for CSWOW; Removed prodinSABREwarning for CERT.<br>#<br># 10Oct96 - Sembian - Changed gifPath directory for test systems (except CERT) to test implementation instructions.<br>#<br># 15Oct96 - Barry V - Add new variables for Associate Preference<br>#<br># 15Oct96 - Sembian - CSWOW gif path should be /html-does/hab/ to be inline with the implementation instructions.<br>#<br># 22Oct96 - Susan - Added set variables for Hotel Pictures<br>#<br># 30Oct96 - Albert - Add Travelocity Highlights for Compuserve and file cleanup<br>#<br># 31Oct96 - Sembian - added "set secured, browser Y" for CSWOW / testCSWOW / CSWOWnet as ssl_flag has been removed from all scripts and secured, browser is being used |

Comparison of the U.S. Patent No. 6,993,572 and Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |
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|           |   | "Several Travelocity pages (prodin, fplisp, fplisp2, fprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar.<br>1. All references to Travelocity within the above pages will be modified to reflect Yahoo!Travel." Yahoo!Travel Build your own itinerary, last modified on March 24, 1998. See DFNDT000429-432.<br>"2.1 Yahoo! Travel Page. Yahoo! shall provide a prominent hyperlink on the Yahoo! Travel Page to the Co-Branded Pages described in Section 2.2. Such hyperlink shall be placed above the fold on the Yahoo! Travel Page."<br>Travel Services Advertising and Promotion Agreement, June 30, 1997. See DFNDT000388-412.<br>"Purpose:<br>To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."<br>Yahoo! Travel Booking Engine - High Level Requirements, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.<br>"Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development.<br>***<br>The Yahoo! travel page will include a flight express path. Modify the Travelocity entry point to accept the following parameters:<br>- Number of passengers<br>- Leaving from / going to cities<br>- Departure date / departure time<br>- Return date / return time<br>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:<br>- Pick-up city<br>- Pick-up date / pick-up time<br>- Return date / return time<br>- Number of travelers<br>- Type of car<br>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the |



| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures in the Travelocity Co-Branding Prior Art |
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|           | <pre> # Purpose:  Contains proc's used for building sections of a page # Called by:  All page description files # Procs:  buildFreq           choiceList           helpHyperlinks           hiddenFields           homeCancel           mealList           pageFooter           pageHeaderFL           putImageMapFL           # Author:  Mike Anderson           # Date:  Jan96           # Comments:           # Updates:           # 20Jun96 - Doug Spicher - Add proc hiddenFields           # 27Jun96 - Doug Spicher           #   pageHeader - remove prevPage argument, use pgsName global var           #   pageFooter - remove prevPage argument, use pgsName global var           #   consolidate includeFullToolBar and includePartFooter           #   arguments into one includeFooter argument.           # 2 Jul 96 - Sembian - Modified pageHeader to not display doubleClick ads for testers           #   Add HTML comment identifying pgs name           # 03Jul96 - Doug Spicher - Add pageHeaderFL for FiyAAway           #   Add putImageMapFL for FiyAAway           #   Modify pageFooter to accommodate FiyAAway           #   item in list, removed invisible returns, use foreach instead of while           # 24 Jul 96 - Sembian - Modified pageHeader to incorporate Service Ads - for co-branding           # 7 Aug 96 - Michelle B - Add homeCancel for hotels           # 23 Sep 96 - Barry V - Modified pageHeader to incorporate ServiceAdGifHot and           #   ServiceAdGifCold           # 30Sep96 - Barry V - Modified pageHeader to incorporate Category, Service to                     </pre> |   |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures in the Travelocity Co-Branding Prior Art |
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|           | <pre> set ServiceAdGifHot "budget_hot.gif" set ServiceAdGifCold "budget_cold.gif" set ServiceAdURL "http://www.budgetrentacar.com/reservations/index.html" } } "DELORME" { set ServiceAdGifHot "delorme_hot.gif" set ServiceAdGifCold "delorme_cold.gif" set ServiceAdURL "http://www.delorme.com/travel" } } "DELPHI-TVLNET" { set ServiceAdGifHot "delvt.gif" set ServiceAdGifCold "delvt.gif" set ServiceAdURL "http://www.delphi.com/travel" } } "PRODIGY-TVLCLASSIC" { set ServiceAdGifHot "prodvt_hot.gif" set ServiceAdGifCold "prodvt_cold.gif" set ServiceAdURL "http://antares.prodigy.com/x-prodigy/jump/travel" } } "SPRY-NET" { set ServiceAdGifHot "spry_net.gif" set ServiceAdGifCold "spry_net.gif" set ServiceAdURL "" } } "7UP" { set ServiceAdGifHot "7up.gif" set ServiceAdGifCold "7up.gif" set ServiceAdURL "http://www.7up.com/UPforGrabs/UPforGrabs.html" } } "ATTWORLDNET" { set ServiceAdGifHot "att_hot.gif" set ServiceAdGifCold "att_cold.gif" set ServiceAdURL "http://www.worldnet.att.net/explore/travel/index.html" } }                     </pre> |   |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosures in the Travelocity Co-Branding Prior Art |
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|           | <pre> DoubleClick # 02Oct96 - Doug - Remove pageTable proc. Add list of procs. # 08Oct96 - Sembian - Removed the check for includeWVLink argument in pageFooter #   to decide display of WV Tool Bar. # 08Oct96 - Sembian - Commented out the above change. UNComment on SIs notice. # 14Oct96 - Sembian - modified pageHeader to not display title if headerText argument is a #   gif # 22Oct96 - Doug/Ashima - include image.inc # 23Oct96 - Ashima - replaced image tags with image proc # 30Oct96 - Ashima - replaced INPUT TYPE= image tags with imageForm proc # 01Nov96 - Barry - modified pageHeader proc to not display title for login.pgs # 14Nov96 - Barry - add proc secureLink to show verbiage and link to secure mode # 16Nov96 - Barry - add proc adLink to show DoubleClick ads # 25Nov96 - Sembian - modified pageHeader to include JavaScripts within the HEAD #   section # 2 Dec 96 - Sembian - modified pageHeader for Context Sensitive Advertisements (CSA) # 3 Dec 96 - Sembian - added proc jsCompatible to check JavaScript Compatible browsers # 4 Dec 96 - Sembian - added proc animateScript (from agents) for CSA # 11 Dec 96 - Sembian - URL for double clicks ad should always be // without the http. #   otherwise cant include it in hrefs docs: Changed this for CSA # 11 Dec 96 - Sembian - made MOZILLA2 non jsCompatible in proc jsCompatible #   because the JS calendar does not work with Nav 2.0x # 19 Dec 96 - Sembian - Added proc dumpResult to write the HTML as a file #   to the ens directory. ENS will format this file and email it to the user #   Added proc sendMail # 02 Jan 1997 - Sembian - Added proc htm2text ##### proc pageFooter {includeAdv includeWVLink includeToolBar} { global ServiceID Service SID global footerAdv footerWVBar footerToolBar toolbar_gif global pgsName                     </pre> |   |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures in the Travelocity Co-Branding Prior Art |
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|           | <pre> } elseif {\$Service == "COMPUSERVE-NET" } { # COMPUSERVE-NET set agPCC "W0H3" set vfileTreeRoot "/share/html-docs/bab-v" set urlPath "dps1.travelocity.com:85" set gifPath "dps1.travelocity.com:85/bab" set vfpPath "dps1.travelocity.com:85/bab-v" set urlPaths "dps1.travelocity.com:85" set vfpAds "dps1.travelocity.com:85/bab-v" set domainName ".travelocity.com:85" set ServicePNRid "ServiceID" set ServiceMailDir "/share/bab/tp/data/mail/Travelocity" set ServiceLogDir "/share/bab/tp/data/logs/Travelocity" # the next 3 vars should be set this way for on-line services assumed secure set ServiceSecureNavigation "Y" set secured_browser "Y" set HTTPS "http" set ensPath "/share/bab/tp/ens" switch -- \$Service { "COMPUSERVE-NET" { set ServiceHomePage "http://www.travelocity.com/" set ServiceAdGifHot "csnet.gif" set ServiceAdGifCold "csnet.gif" set ServiceAdURL "http://www.compuserve.com/cgi-bin/gooserve?CIS:TRAVEL" } } ##### # Name: sbTools.inc                     </pre> |   |



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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 6,993,572</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <pre> append result "&lt;LAYER SRC='http://www.yahoo.com/travel/travelocity/SpaceType/'&gt; " &lt;/LAYER&gt; } } } <b>See tp-tcl-1998image.inc, lines 407-416:</b> #Yahoo banner images set ne_image{yh1.gif} "500(64)Yahoo!" set ne_image{yho_tcy3.gif} "170(40)Travelocity" set ne_image{yho_bann.gif} "285(50)Yahoo! Travel!"  <b>See tp-tcl-1998/footerproc.inc, lines 58-110:</b> ### Proc Name: yhoFooter ### Purpose: returns HTML for the footer for yahoo ### Author: Barry ### Date: 7/98 ### Arguments: includeAd ### proc yhoFooter {includeAd pglName hotProfile futureuse3} {     global PDB System     # if {info exists skip_warning} {     #     set skip_warning "N"     # }     set result ""&lt;CENTER&gt;     &lt;TABLE BORDER=0 BGCOLOR=#000033" CELLSPACING=0 CELLPADDING=0     WIDTH=600&gt;     &lt;TR&gt;     &lt;TD VALIGN=MIDDLE ALIGN=CENTER&gt;     &lt;TABLE BORDER=0 CELLSPACING=1 CELLPADDING=1 WIDTH=100%&gt;     &lt;TR&gt;     "                 </pre> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 6,993,572</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <pre> ### Purpose: returns HTML for the header for basic Yahoo ### Author: Barry ### Date: 7/98 ### Arguments: hotContentCobrand = flag to tell whether cobrand and content bar should be hot ### hotProfile = flag to tell whether profile link should be active proc yhoHeader {hotContentCobrand hotProfile includeAd headerText noPageTitle onLoadFunction pglName} {     global PDB     if {!\$onLoadFunction} {     set result ""&lt;BODY ONLOAD=\$onLoadFunction&gt;&gt;tr&lt;CENTER&gt;&gt;tr"     } else {     set result ""&lt;BODY&gt;&gt;tr&lt;CENTER&gt;&gt;tr"     } } ##### # append result "[image_yh1.gif 0 n n]"&gt;p&gt; # addPage append result "&lt;tr&gt;&lt;td border=0 cellpadding=2 cellspacing=0 width=100%&gt; &lt;tr&gt;&lt;td width=100%&gt;n [image_yho_bann.gif" 0 n n]"\n &lt;td nowrap&gt;&lt;tr size=0 noshade&gt;&lt;td width=100%&gt;n [image_yho_tcy3.gif" 0 n n]"\n &lt;/td&gt;&lt;/tr&gt;&lt;/table&gt;\n " ##### if { string toupper \$includeAd } == "Y"    [string toupper \$includeAd] == "C" {     append result "[yhoAdServer.pglName]" } } if { string toupper \$noPageTitle } == "N" { } {     append result "&lt;tr&gt;&lt;td border=0 cellpadding=0 width=596&gt; &lt;tr&gt;\n &lt;td BGCOLOR=#6699cc"&gt;&lt;FONT"                 </pre> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 6,993,572</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <pre> if {info exists PDB(sv_smls_flag)} &amp;&amp; [string toupper \$PDB(sv_smls_flag)] == "Y" {     if {info exists \$System} &amp;&amp; (\$System == "Dev"    \$System == "Stu"    \$System == "Car") {     } else {     set profile_URL \$PDB(sv_smls_url)     set profile_URL \$PDB(sv_smls_sec_url)     append profile_URL \$PDB(sv_smls_yhoec_upd_prof)     } } if { [info exists PDB(st_guest)] &amp;&amp; \$PDB(st_guest) != "Y" }    ([string toupper \$hotProfile] != "N") { } if { [info exists PDB(sv_smls_flag)] &amp;&amp; [string toupper \$PDB(sv_smls_flag)] == "Y" } {     append result "&lt;TD VALIGN=MIDDLE BGCOLOR=#a0b8c8" ALIGN=CENTER     WIDTH=150&lt;A HREF=\$profile_URL&gt;&lt;B&gt;Account Information&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt;" } else {     append result "&lt;TD VALIGN=MIDDLE BGCOLOR=#a0b8c8" ALIGN=CENTER     WIDTH=150&lt;A HREF=\$mapURL_profmenu.ctl {}&gt;&lt;B&gt;Account Information&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt;" } } append result "&lt;TD VALIGN=MIDDLE BGCOLOR=#a0b8c8" ALIGN=CENTER WIDTH=150-Account Information&lt;/TD&gt;" } } append result " &lt;TD VALIGN=MIDDLE BGCOLOR=#a0b8c8" ALIGN=CENTER WIDTH=150&lt;A HREF=\$mapURL_gblhelp.ctl {pglName}&gt;&lt;B&gt;Help&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt; &lt;TD VALIGN=MIDDLE BGCOLOR=#a0b8c8" ALIGN=CENTER WIDTH=150&lt;A HREF=\$mapURL_gblmainmenu.ctl {}&gt;&lt;B&gt;Yahoo! Travel&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt; " } append result "&lt;CENTER&gt;&lt;BR&gt; &lt;BR&gt;&lt;FONT SIZE=1&gt;Copyright &amp;copy; 1998 Yahoo! Inc. All rights reserved.&lt;/FONT&gt; reserved.&lt;/FONT&gt;                 </pre> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 6,993,572</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <pre> FACE="ARIAL"&gt;&lt;BIG&gt;&lt;B&gt;Shielder Text&lt;/B&gt;&lt;/BIG&gt;&lt;/FONT&gt;&lt;/TD&gt;&lt;/ID&gt;\n &lt;/TR&gt;\n " } } append result "&lt;HR WIDTH=596&gt; " } } <b>See also tp-tcl-1998/adprocs.inc</b> ### Proc Name: yhoAdServer ### Purpose: returns HTML for YHOE ads ### Author: Barry ### Date: 7/98 ### Arguments: pglName - current pgl name that ad is being served on proc yhoAdServer {pglName} {     global NSAPI_SECURED_BROWSER     if {\$NSAPI_SECURED_BROWSER != "Y" } {     if { [string range \$pglName 0 3] == "hols" }    [string range \$pglName 0 3] == "mchr" } {     set pageType "hotel"     } elseif { [string range \$pglName 0 1] == "cars" }    [string range \$pglName 0 3] == "mccr" } {     set pageType "car"     } else {     set pageType "air"     } } set result "&lt;IFRAME SRC='http://www.yahoo.com/travel/travelocity/SpaceType/' WIDTH=468 HEIGHT=60 MARGINWIDTH=0 MARGINHEIGHT=0 HSPACE=25 VSPACE=0 FRAMEBORDER=0 SCROLLING=NO&gt; &lt;/IFRAME&gt; " &lt;/NOLAYER&gt;                 </pre> |
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|           |   | <pre> "HLIION" { set ServiceAdGriffor "hilton_hot.gif" set ServiceAdGriffCold "hilton_cold.gif" set ServiceAdURL "http://www.hilton.com" } ... "COMPUSERVE-NET" { set ServiceHomePage "http://www.travelocity.com/" set ServiceAdGriffor "esnet.gif" set ServiceAdGriffCold "esnet.gif" set ServiceAdURL "http://www.compuserve.com/cgi-bin/gooserve/CIS:TRAVEL" } This is code at TRAVSITE59-270077 that shows how the Travelocity co-branding system would link to specific pages on the first website: if { [string toupper \$linkedServiceAd] == "Y" } { addPage &lt;[H ALIGN=RIGHT]&gt;&lt;A HREF="\$ServiceAdURL"&gt;&lt;IMG SRC=\$img_src_hot BORDER=0&lt;&lt;[A&gt;&gt; } elseif { [string toupper \$linkedServiceAd] == "N" } { addPage &lt;[H ALIGN=RIGHT]&gt;&lt;IMG SRC=\$img_src_cold&gt;[A&gt;&gt; } } </pre> <p>For the Private Label for Travel Online Italia:<br/> The "look and feel" customization included: "Provide the ability for Travel Online Italia consumers to access the Customer Service link (FAQ's). The link will be modified to display an interim page specific to Travel Online Italia. Modifications for this page and the Customer Service Center FAQ's will be the responsibility of SI, including the removal of the e-mail functionality." See DFNDI0000315.</p> <p><b>See tp-tel-1998/footerproc.inc, lines 58-110:</b><br/> <b>### Proc Name: yhocFooter</b></p> |

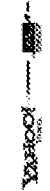
| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |
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| 17        | An e-commerce outsourcing process comprising the steps of:  | <pre> inc&lt;[FONT&gt; &lt;BR&gt; &lt;CENTER&gt; if { [no TablePages \$pgdName] } { append result &lt;[TABLE&gt;&lt;[CENTER&gt; } return \$result } </pre> <p>The SABRE Interactive (now Travelocity) co-branded website was an e-commerce outsourcing solution for Yahoo! so that Yahoo! had travel reservation capability under its own name with the same look and feel as its own website.</p> <p>"A. Yahoo! operates a search engine and World Wide Web directory under the brand 'Yahoo!'.<br/> B. SI operates a travel booking engine and interactive Internet travel services through its 'Travelocity' site, located at http://www.travelocity.com (the 'Travelocity Site').<br/> C. Yahoo! and SI wish to provide Yahoo! users with travel booking services by distributing SI's booking engine on the Yahoo! Site and to advertise and promote SI's interactive Internet travel services, all in accordance with the terms and conditions of this Agreement."<br/> <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997.</p> <p>See DFNDI000388-412<br/> See 13(a), <i>supra</i>.</p> |
| 17(a)     | storing a look and feel description associated with a first website in a data store associated with a second website; | storing a look and feel description associated with a first website in a data store associated with a second website;   |
| 17(b)     | including within a web page of the first website, which web page has a look and feel substantially corresponding to   | including within a web page of the first website, which web page has a look and feel substantially corresponding to   |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |
|-----------|--|---|
| 17(c)     | the stored look and feel description, a link correlating the web page with a commerce object; and  | <pre> ### Purpose: returns HTML for the footer for Yahoo ### Author: Barry ### Date: 7/98 ### Arguments: includeAd ### proc yhocFooter {includeAd pgdName hotProfile futureuse3} { global PDB System # if {[info exists skip_warning]} { # set skip_warning "N" # set result "inc-CENTER" &lt;TABLE BORDER=0 BGCOLOR="#000033" CELLPADDING=0 CELLSPACING=0 WIDTH=600&gt; &lt;TR&gt; &lt;TD VALIGN=MIDDLE ALIGN=CENTER&gt; &lt;TABLE BORDER=0 CELLSPACING=1 CELLPADDING=1 WIDTH=100%&gt; &lt;TR&gt; " if {[info exists PDB(sv_smls_flag)] &amp;&amp; [string toupper \$PDB(sv_smls_flag)] == "Y" } { if {[info exists System] &amp;&amp; (\$System == "Dev"    \$System == "Stu"    \$System == "Cer")} { set profile_URL \$PDB(sv_smls_img_lst_url) set profile_URL \$PDB(sv_smls_img_lst_url) append profile_URL \$PDB(sv_smls_yhoc_upd_prof) } } if { ([info exists PDB(st_guest)] &amp;&amp; \$PDB(st_guest) != "Y")    ([string toupper \$hotProfile] != "N") } { if { [info exists PDB(sv_smls_flag)] &amp;&amp; [string toupper \$PDB(sv_smls_flag)] == "Y" } { append result &lt;[D VALIGN=MIDDLE BGCOLOR="#a008c8" ALIGN=CENTER WIDTH=150-&gt;&lt;A HREF=\$profile_URL-&gt;B-&gt;Account Information-&gt;B-&gt;A-&gt;&lt;/TD-&gt; } else { } } </pre> |
| 20        | The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website. | <p>The co-branded webpages served by SABRE Interactive had at least some of the same navigational links as the Yahoo! website.</p> <p>"2.3 Modify the toolbars to be Yahoo! specific. The rainbow toolbar bar.gif will be modified similar to the Travelocity Highlights toolbar (i.e. CompuServe). This will require template modifications in bar.cti, givmodi.cti, and givmodi.pgd. The modifications will only consist of URL changes back to the Yahoo! site or to existing functionality in Travel Reservations.</p> <p>The gray toolbars gtool1.gif, gtool2.gif, and gtool3.gif, will be modified only to change the "Travelocity Home" option to point to a Yahoo! Travel page. This will be a graphics modification and URL modification only."</p> <p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997 (emphasis added). See DFNDI000413-422.</p> <p>In the code labeled TRAVSITE59-270045, it showed Travelocity for its co-branded sites linking to specific pages of the first website:</p> <pre> switch -- \$Service { </pre>  |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |
|-----------|---|---|
|           |   | <p>capabilities.</p> <ul style="list-style-type: none"> <li>The private label product must bias US Airways for flight reservations.</li> <li>The private label product must have the US Airways "look and feel." This will be limited to the application name, graphics, and background color.</li> </ul> <p>See DFNDT0000340.</p> <p>In the code labeled TRAYSITE59-270045, it showed Travelocity for its co-branded sites linking to specific pages of the first website:</p> <pre>switch - \$Service {     "HILTON" {         set ServiceAdGifHot "hilton_hot.gif"         set ServiceAdGifCold "hilton_cold.gif"         set ServiceAdURL "http://www.hilton.com"     }     ...     "COMPUSERVE.NET" {         set ServiceHomePage "http://www.travelocity.com/"         set ServiceAdGifHot "csmc.gif"         set ServiceAdGifCold "csmc.gif"         set ServiceAdURL "http://www.compuserve.com/cgi-bin/goserve?CIS:TRAVEL"     } }</pre> <p>There is code at TRAYSITE59-270077 that shows how the Travelocity co-branding system would link to specific pages on the first website:</p> <pre>if { [string toupper \$linkedServiceAd] == "Y" } {     addPage "&lt;[H ALIGN=RIGHT&gt;&lt;A HREF=\"\$ServiceAdURL\"&gt;&lt;IMG SRC=\$img_src_hot     BORDER=0/&gt;&lt;/A&gt;\"&gt;\" } else { [string toupper \$linkedServiceAd] == "N" } {     addPage "&lt;[H ALIGN=RIGHT&gt;&lt;IMG SRC=\$img_src_cold&gt;\"&gt;\" }</pre> |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in the Travelocity Co-Branding Prior Art   |
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|           |  | <pre>append result "&lt;TD VALIGN=MIDDLE BGCOLOR=#a0b8c8\" ALIGN=CENTER WIDTH=150&gt;&lt;A HREF={mapURL, profmenu.cti}&gt;&lt;B&gt;Account Information&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt;" } else {     append result "&lt;TD VALIGN=MIDDLE BGCOLOR=#a0b8c8\" ALIGN=CENTER WIDTH=150&gt;Account Information&lt;/TD&gt;" } append result " &lt;TD VALIGN=MIDDLE BGCOLOR=#a0b8c8\" ALIGN=CENTER WIDTH=150&gt;&lt;A HREF={mapURL, gblhelp.cti, fgdName}&gt;&lt;B&gt;Help&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt; &lt;TD VALIGN=MIDDLE BGCOLOR=#a0b8c8\" ALIGN=CENTER WIDTH=150&gt;&lt;A HREF={mapURL, gblmainmenu.cti}&gt;&lt;B&gt;Yahoo! Travel&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt; " &lt;/TR&gt;&lt;/TABLE&gt;&lt;/TABLE&gt; " append result " &lt;CENTER&gt;&lt;BR&gt; &lt;FONT SIZE=1&gt;&lt;Copyright &amp;copy; 1998 Yahoo! Inc. All rights reserved.&lt;/FONT&gt; &lt;BR&gt;&lt;FONT SIZE=1&gt;&lt;Copyright &amp;copy; 1998 The SABRE Group, Inc. All rights reserved.&lt;/FONT&gt; &lt;BR&gt;&lt;FONT SIZE=1&gt;&lt;Travelocity is a service mark of an affiliate of The SABRE Group, Inc.&lt;/FONT&gt; &lt;BR&gt; &lt;CENTER&gt;" if { [!noTablePages \$pgdName] } {     append result "&lt;/TD&gt;&lt;/TABLE&gt;&lt;/CENTER&gt;" } return \$result }</pre> |
| 21        | The process of claim 17 wherein the look and feel description comprises data defining a logo associated with and | The co-branded webpages served by SABRE Interactive included the Yahoo! logo that is on Yahoo!'s   |
| 21(a)     |  |  |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |
|-----------|---|---|
|           |   | <pre>See Dp-tel-1998headerproc.inc, lines 91-135: ### Proc Name: yhoHeader ### Author: Barry ### Date: 7/98 ### Arguments: hotContentCobrand = flag to tell whether cobrand and content bar should be hot ### hotProfile = flag to tell whether profile link should be active proc yhoHeader {hotContentCobrand hotProfile includeAd headerText noPageTitle onLoadFunction pgdName} {     global PDB     if {\$onLoadFunction != ""} {         set result "&lt;BODY ONLOAD=\$onLoadFunction&gt;&lt;/CENTER&gt;\"&gt;\"     } else {         set result "&lt;BODY&gt;&lt;/CENTER&gt;\"&gt;\"     } } ##### ##### Add new headers for Yahoo!##### ##### ##### append result "[image \"yho.gif\" 0 n n \"\"]&gt;\" # addPage " append result "n\"&gt;&lt;table border=0 cellpadding=2 cellspacing=0 width=100%&gt;\"&gt; &lt;tr&gt;&lt;td width=1%&gt;\"&gt;\"n [image \"yho_bann.gif\" 0 n n \"\"]n &lt;td nowrap=1 size=0 noshade&gt;&lt;td&gt;&lt;td width=1%&gt;\"&gt;\"n [image \"yho_tcy3.gif\" 0 n n \"\"]n &lt;/td&gt;&lt;/tr&gt;&lt;/table&gt;\"&gt;\" ##### ##### ##### if { [string toupper \$includeAd] == "Y"    [string toupper \$includeAd] == "C" } {     append result "[yhoAdServer \$pgdName]" } } if { [string toupper \$noPageTitle] != "N" } {     append result "n\"&gt;&lt;TABLE BORDER=0 CELLPADDING=0 WIDTH=596-&gt;\"&gt;\" }</pre> |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572                       | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |
|-----------|---|---|
|           | displayed on at least some of the web pages of the first website; | <p>website.</p> <p>"2.2 Co-Branded Pages.</p> <p>(a) Masthead. The masthead on each Co-Branded Page shall conform to the specifications set forth in Exhibit B and shall display Yahoo!'s name and logo and SJ's name and logo in equal relative prominence. A representative screen image of the masthead is attached to this Agreement in Exhibit A <u>Travel Services Advertising and Promotion Agreement</u>, June 30, 1997. See DFNDT000388-412.</p> <p>Look and feel elements such as the Yahoo! logo are included in the co-branded pages:</p>  <p>This 'look and feel' will include the Yahoo! logo, the background color, and the toolbars.</p> <p>***</p> <p>Each co-branded page will have the Yahoo! masthead (460 wide by 60 high) in place of the Travelocity logo. The IMG SRC to this masthead will point to the Yahoo! site. This will require modification of the pageHeader proc in sbTools.inc. In addition, the pageHeader proc will be modified to provide the Yahoo! background. Lastly, the toolbars will be modified for Yahoo!. This will require modification of the pageFooter proc in sbTools.inc. There are approximately 25 templates that will require cobranding." <u>Yahoo! Travel Booking Engine - Scope Definition</u>, last modified on 8/1/1997. See DFNDT000413-422.</p> <p>For the Travel Online Italia co-branded system, the scope definition stated:</p> <ol style="list-style-type: none"> <li>"Look and Feel"; Customization             <ol style="list-style-type: none"> <li>Replace the header graphics (banner and co-brand) with graphics provided by Travel Online Italia and SL.</li> <li>Replace the Travelocity toolbar with a toolbar provided by Travel Online Italia. The toolbar for profile, Customer Service, Help, and Travelocity Home will still maintain the same functionality but may be a custom image.</li> </ol> </li> </ol> <p>See DFNDT0000315.</p> <p>From the US Airways Internet Reservation System Phase 1: Travelocity Private Label, dated 7/14/2006, listing the "Requirements":</p> <ul style="list-style-type: none"> <li>Create US Airways private label booking engine that offers air, car, and hotel booking</li> </ul> |



| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosures in the Travelocity Co-Branding Prior Art  |
|-----------|--|--|
|           | <pre> if { \$onLoadFunction != "" } {     set result "&lt;BODY ONLOAD="\$onLoadFunction&gt;&gt;u&lt;CENTER&gt;u" } else {     set result "&lt;BODY&gt;&gt;u&lt;CENTER&gt;u" } } ##### #append result "[image 'yhl.gif' 0 n n "" ]&lt;P&gt;" # addPage " append result "u&lt;P&gt;&lt;table border=0 cellpadding=2 cellspacing=0 width=100%&gt;" &lt;tr&gt;&lt;td width=1%&gt;u [image 'yho_bann.gif' 0 n n "" ]u &lt;td nowrap&gt;&lt;tr size=0 noshade&gt;&lt;td&gt;&lt;td width=1%&gt;u [image 'yho_toy3.gif' 0 n n "" ]u &lt;/td&gt;&lt;/tr&gt;&lt;/table&gt;u " ##### if { [string toupper \$noPageTitle] != "N" } {     append result "[hoseAdServer pgdName]" } } if { [string toupper \$noPageTitle] != "N" } {     append result "u&lt;P&gt;&lt;TABLE BORDER=0 CELLPADDING=0 WIDTH=596- &lt;TD BGCOLOR=#6699cc&gt;&lt;/FONT&gt; FACE=#ARIAL&gt;&lt;BIG&gt;&lt;B&gt;&lt;SheaderText&lt;/B&gt;&lt;/FONT&gt;&lt;/TD&gt;&gt;u &lt;/TR&gt;u " } } append result "&lt;HR WIDTH=596- " } </pre> | <pre> if { \$onLoadFunction != "" } {     set result "&lt;BODY ONLOAD="\$onLoadFunction&gt;&gt;u&lt;CENTER&gt;u" } else {     set result "&lt;BODY&gt;&gt;u&lt;CENTER&gt;u" } } ##### #append result "[image 'yhl.gif' 0 n n "" ]&lt;P&gt;" # addPage " append result "u&lt;P&gt;&lt;table border=0 cellpadding=2 cellspacing=0 width=100%&gt;" &lt;tr&gt;&lt;td width=1%&gt;u [image 'yho_bann.gif' 0 n n "" ]u &lt;td nowrap&gt;&lt;tr size=0 noshade&gt;&lt;td&gt;&lt;td width=1%&gt;u [image 'yho_toy3.gif' 0 n n "" ]u &lt;/td&gt;&lt;/tr&gt;&lt;/table&gt;u " ##### if { [string toupper \$noPageTitle] != "N" } {     append result "[hoseAdServer pgdName]" } } if { [string toupper \$noPageTitle] != "N" } {     append result "u&lt;P&gt;&lt;TABLE BORDER=0 CELLPADDING=0 WIDTH=596- &lt;TD BGCOLOR=#6699cc&gt;&lt;/FONT&gt; FACE=#ARIAL&gt;&lt;BIG&gt;&lt;B&gt;&lt;SheaderText&lt;/B&gt;&lt;/FONT&gt;&lt;/TD&gt;&gt;u &lt;/TR&gt;u " } } append result "&lt;HR WIDTH=596- " } </pre> |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures in the Travelocity Co-Branding Prior Art   |
|-----------|---|---|
|           | <pre> &lt;TR&gt;u &lt;TD BGCOLOR=#6699cc&gt;&lt;/FONT&gt; FACE=#ARIAL&gt;&lt;BIG&gt;&lt;B&gt;&lt;SheaderText&lt;/B&gt;&lt;/FONT&gt;&lt;/TD&gt;&gt;u &lt;/TR&gt;u " } append result "&lt;HR WIDTH=596- " } } See also tp-tel-1998headerproc.inc ### Proc Name: yhoHeader ### Purpose: returns HTML for YHOE ads ### Author: Barry ### Date: 7/98 ### Arguments: pgdName - current pgd name that ad is being served on proc yhoHeader {pgdName} {     global NSAPI_SECURED_BROWSER     if { [string SECURED_BROWSER != "Y" ] } {         if { [string range \$pgdName 0 3] == "hose" } { [string range \$pgdName 0 3] == "mcer" } {             set pageType "hotel"         } else { [string range \$pgdName 0 3] == "mcer" } {             set pageType "car"         } else {             set pageType "air"         }     } } set result "&lt;IFRAME SRC=#http://www.yahoo.com/travel/travelocity\$pageType/&gt;" WIDTH=468 FRAMEBORDER=0 SCROLLING=NO&gt; &lt;/IFRAME&gt; </pre> | <pre> &lt;TR&gt;u &lt;TD BGCOLOR=#6699cc&gt;&lt;/FONT&gt; FACE=#ARIAL&gt;&lt;BIG&gt;&lt;B&gt;&lt;SheaderText&lt;/B&gt;&lt;/FONT&gt;&lt;/TD&gt;&gt;u &lt;/TR&gt;u " } append result "&lt;HR WIDTH=596- " } } See also tp-tel-1998headerproc.inc ### Proc Name: yhoHeader ### Purpose: returns HTML for YHOE ads ### Author: Barry ### Date: 7/98 ### Arguments: pgdName - current pgd name that ad is being served on proc yhoHeader {pgdName} {     global NSAPI_SECURED_BROWSER     if { [string SECURED_BROWSER != "Y" ] } {         if { [string range \$pgdName 0 3] == "hose" } { [string range \$pgdName 0 3] == "mcer" } {             set pageType "hotel"         } else { [string range \$pgdName 0 3] == "mcer" } {             set pageType "car"         } else {             set pageType "air"         }     } } set result "&lt;IFRAME SRC=#http://www.yahoo.com/travel/travelocity\$pageType/&gt;" WIDTH=468 FRAMEBORDER=0 SCROLLING=NO&gt; &lt;/IFRAME&gt; </pre> |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures in the Travelocity Co-Branding Prior Art   |
|-----------|---|---|
| 21(c)     | <p>a page layout used on at least some of the web pages of the first website; and</p> | <p>The co-branded webpages served by SABRE Interactive included a similar layout compared to the Yahoo! website.</p> <p>"(b) User Interface. The Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! across Yahoo!'s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! shall have the right reasonably to approve the final design of all Co-Branded Pages." <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"Each co-branded page will have the Yahoo! masthead (460 wide by 60 high) in place of the Travelocity logo. The IMG SRC to this masthead will point to the Yahoo! site. This will require modification of the pageHeader proc in sbTools.inc. In addition, the pageHeader proc will be modified to provide the Yahoo! background. Lastly, the toolbars will be modified for Yahoo!. This will require modification of the pageFooter proc in sbTools.inc. There are approximately 25 templates that will require co-branding." <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p> <p>"Several Travelocity pages (fpqrst, fpdispl, fpdisp2, fpprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar.</p> <p>1. All references to Travelocity within the above pages will be modified to reflect Yahoo!Travel." <i>Yahoo! Travel Build your own itinerary</i>, last modified on March 24, 1998. See DFNDT000429-432.</p> <p><b>See tp-tel-1998headerproc.inc, lines 91-135:</b><br/> ### Proc Name: yhoHeader<br/> ### Purpose: returns HTML for the header for basic Yahoo<br/> ### Author: Barry<br/> ### Date: 7/98<br/> ### Arguments: hotContentCobrand = flag to tell whether cobrand and content bar should be hot<br/> ### hotProfile = flag to tell whether profile link should be active<br/> proc yhoHeader {hotContentCobrand hotProfile includeAd headerText noPageTitle onLoadFunction pgdName} {<br/>     global PDB<br/>     if { \$onLoadFunction != "" } {<br/>         set result "&lt;BODY ONLOAD="\$onLoadFunction&gt;&gt;u&lt;CENTER&gt;u"     } </p> |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosures in the Travelocity Co-Branding Prior Art  |
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| 21(b)     | <p>a color scheme used on at least some of the web pages of the first website;</p> | <p>The co-branded webpages served by SABRE Interactive included the color scheme of the Yahoo! website.</p> <p>"This 'look and feel' will include the Yahoo! logo, the background color, and the toolbars." <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p> <p>From the US Airways Internet Reservation System Phase 1: Travelocity Private Label, dated 7/14/2006, listing the "Requirements":</p> <ul style="list-style-type: none"> <li>• Create US Airways private label booking engine that offers air, car, and hotel booking capabilities</li> <li>• The private label product must have US Airways for flight reservations.</li> <li>• The private label product must have the US Airways "look and feel." This will be limited to the application name, graphics, and background color.</li> </ul> <p>See DFNDT0000340.</p> <p><b>See tp-tel-1998headerproc.inc, lines 91-135:</b><br/> ### Proc Name: yhoHeader<br/> ### Purpose: returns HTML for the header for basic Yahoo<br/> ### Author: Barry<br/> ### Date: 7/98<br/> ### Arguments: hotContentCobrand = flag to tell whether cobrand and content bar should be hot<br/> ### hotProfile = flag to tell whether profile link should be active<br/> proc yhoHeader {hotContentCobrand hotProfile includeAd headerText noPageTitle onLoadFunction pgdName} {<br/>     global PDB </p> |



| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in the Travelocity Co-Branding Prior Art   |
|-----------|---|--|
| 23        | The process of claim 17 wherein the commerce object is a set of product categories and further comprising accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories. | <pre> * *   addPage "&lt;TR&lt;TD WIDTH=135&lt;FONT SIZE=2-&gt;&lt;A NAME=hotname&gt;Hotel *   company:&lt;FONT&lt;TD&gt; *   &lt;TD&gt;&lt;choice&gt;list_hot_chain [prefi:gePDBorValue PDB(hg_hot_chain_name)"] *   Shot_name_list "1" Shot_value_list "" "ONCHANGE=changeCorp(ds(this))"] * * See tp-tel-1998/hotsavail.cdi: *##### *## start building the list of variables to be passed to * business service following is list of common variables *# used by all the business services *##### *set getHotel:Avail_list "es_id-\$PDB(st_id) es_passwd-\$PDB(st_pd) request=HOT_AVAIL_SID-\$SID *tr_cd-\$PDB(tr_lr_cd)" *##### *if {!(info exists more_hots)} { *##### *# build up data in SABRE format *# and start building the list of variables to be passed *##### *# build date in SABRE format * * * *#call business service getHotel:Avail to obtain hotel *#availability information *businessSvc: getHotel:Avail \$getHotel:Avail_list *switch -- \$CDError { * 0 { *   set pgl_name "hotsavail.pgd" * } </pre> |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in the Travelocity Co-Branding Prior Art   |
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| 23        | The process of claim 17 wherein the commerce object is a set of product categories and further comprising accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories. | <p>The visitor from the Yahoo! Travel page could select the airline tickets, car rentals, and hotel reservations product categories. The SABRE interactive co-branded page could be populated based on parameters (contextual information) supplied by the Yahoo! Travel page.</p> <p>"1.1 'Booking Engine' means a database containing availability, schedule, and price information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services; as a minimum, and complete payment for such Travel Services online."</p> <p><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"Purpose:<br/>To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."<br/><i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</p> <p>"Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development.</p> <p>***</p> <p>The Yahoo! travel page will include a flight express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Number of passengers</li> <li>- Leaving from / going to cities</li> <li>- Departure date / departure time</li> <li>- Return date / return time</li> </ul> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Pick-up city</li> <li>- Pick-up date / pick-up time</li> <li>- Return date / return time</li> <li>- Number of travelers</li> <li>- Type of car</li> </ul> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the</p> |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in the Travelocity Co-Branding Prior Art   |
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|           |   | <pre> * *   addPage "&lt;TR&lt;TD WIDTH=135&lt;FONT SIZE=2-&gt;&lt;A NAME=hotname&gt;Hotel *   company:&lt;FONT&lt;TD&gt; *   &lt;TD&gt;&lt;choice&gt;list_hot_chain [prefi:gePDBorValue PDB(hg_hot_chain_name)"] *   Shot_name_list "1" Shot_value_list "" "ONCHANGE=changeCorp(ds(this))"] * * See tp-tel-1998/hotsavail.cdi: *##### *## start building the list of variables to be passed to * business service following is list of common variables *# used by all the business services *##### *set getHotel:Avail_list "es_id-\$PDB(st_id) es_passwd-\$PDB(st_pd) request=HOT_AVAIL_SID-\$SID *tr_cd-\$PDB(tr_lr_cd)" *##### *if {!(info exists more_hots)} { *##### *# build up data in SABRE format *# and start building the list of variables to be passed *##### *# build date in SABRE format * * * *#call business service getHotel:Avail to obtain hotel *#availability information *businessSvc: getHotel:Avail \$getHotel:Avail_list *switch -- \$CDError { * 0 { *   set pgl_name "hotsavail.pgd" * } </pre> |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in the Travelocity Co-Branding Prior Art   |
|-----------|---|--|
|           |   | <p>following parameters:</p> <ul style="list-style-type: none"> <li>- Check-in city</li> <li>- Check-in / check-out dates</li> <li>- Number of travelers</li> <li>- Number of rooms</li> </ul> <p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p> <p>From the US Airways Internet Reservation System Phase 1: Travelocity Private Label, dated 7/14/2006, listing the "Requirements":</p> <ul style="list-style-type: none"> <li>• Create US Airways private label booking engine that offers air, car, and hotel booking capabilities.</li> </ul> <p>See DFNDT0000340.</p> <p>Discussing the Base Functionality to be Included for the US Airways Internet Reservation System Phase 1:</p> <ol style="list-style-type: none"> <li>1: "3 Best Itineraries: This module provides flight reservations via a SABRE trip search entry that searches for the 3 lowest fares for the city pairs and dates specified." See DFNDT0000342.</li> </ol> <p>From Travel Online Italia:<br/>"Modify adsrch.pgd to default the Travel Agency Directory to search only for agencies in Italy. Remote the State input field for search." See DFNDT0000319.</p> <p>See tp-tel-1998/hotsavail.pgd, lines 1-10, 235-237:<br/>#####<br/># NAME: hotsrst.pgd<br/># Purpose: Form for Hotel Request<br/># Re-Written by: Ravi Koli<br/># Called by: hotsrst.cdi<br/># Calls: May 29, 1998<br/># Comments:<br/># Updates:<br/># Copyright (c) 1998 The SABRE Group inc.</p> |

Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |
|-----------|---|---|
| 1(a)      | <p>automatically at a server of the outsourcing provider, in response to activation, by a web browser of a computer user, of a link displayed by one of a plurality of first web pages, recognizing as the source page the one of a plurality of first web pages, recognizing as the source page the one of a plurality of first web pages, recognizing as the source page the one of a plurality of first web pages on which the link has been activated;</p> <p>"1. 'Booking Engine' means a database containing availability, schedule, and price information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services, as a minimum, and complete payment for such Travel Services online."<br/><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDI000388-412.</p> <p>"2 User Interface and Site Functionality<br/>The following functionality will remain available to the Yahoo! booking engine.<br/>- 3 Best Itineraries<br/>- Flights &amp; Prices<br/>- Cars<br/>- Hotels<br/>- Existing Reservations<br/>- Make Changes including Buy Now<br/>- Profile<br/>- Login<br/>***<br/>The Yahoo! Travel main travel page will consist of an air, car, and hotel express user interface. In addition, the interface will have links to more comprehensive request pages (ffrqst.pgd, fprqst.pgd, hrcst.pgd, and crst.pgd)."<br/><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDI000413-422.</p> <p>"2.1 Yahoo! Travel Page_Yahoo! shall provide a prominent hyperlink on the Yahoo! Travel Page to the Co-Branded Pages described in Section 2.2. Such hyperlink shall be placed above the fold on the Yahoo! Travel Page."<br/><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDI000388-412.</p> | <p>1997, provided "Travel Online Italia an on-line reservation product with its own look and feel." See DFNDI000525.</p> <p>The Travelocity/Yahoo! Prior Art discloses automatically at a server of the outsourcing provider, in response to activation, by a web browser of a computer user, of a link displayed by one of a plurality of first web pages, recognizing as the source page the one of the first web pages on which the link has been activated.</p> |

EXHIBIT 12C

To

Peter Kent's Opening Expert Report  
Regarding the Invalidity of the '135, '572  
and '399 Patents

Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |
|-----------|--|---|
|           | <p>"Purpose:<br/>To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."<br/><i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDI000423-428.</p> <p>"Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development.<br/>***<br/>The Yahoo! travel page will include a flight express path. Modify the Travelocity entry point to accept the following parameters:<br/>- Number of passengers<br/>- Leaving from / going to cities<br/>- Departure date / departure time<br/>- Return date / return time<br/>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:<br/>- Pick-up city<br/>- Return date / pick-up time<br/>- Return date / return time<br/>- Number of travelers<br/>- Type of car<br/>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:<br/>- Check-in / check-out dates<br/>- Number of travelers<br/>- Number of rooms"<br/><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDI000413-422.</p> <p>Code beginning with Bates label TRAVSITE59-270045 includes comments with dates as early as July of</p> | <p>"Purpose:<br/>To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."<br/><i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDI000413-422.</p> |

Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

Based upon the Court's claim construction order (DI 309), the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the Travelocity Co-Branding Prior Art anticipates and/or renders obvious, alone or in combination with other prior art, the asserted claims as described in part below.

| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in the Travelocity Co-Branding Prior Art   |
|-----------|---|--|
| 1         | <p>1. A method of an outsourcing provider serving web pages offering commercial opportunities, the method comprising:</p> | <p>The Travelocity/Yahoo! Prior Art discloses a method of an outsourcing provider serving web pages offering commercial opportunities.</p> <p>The SABRE Interactive (<a href="http://www.Travelocity.com">www.Travelocity.com</a>) co-branded web site was an e-commerce outsourcing solution for Yahoo! so that Yahoo! had travel reservation capability under its own name with the same look and feel as its own website.</p> <p>"A. Yahoo! operates a search engine and World Wide Web directory under the brand 'Yahoo!'.<br/>B. SI operates a travel booking engine and interactive Internet travel services through its 'Travelocity' site, located at <a href="http://www.travelocity.com">http://www.travelocity.com</a> (the 'Travelocity Site').<br/>C. Yahoo! and SI wish to provide Yahoo! users with travel booking services by distributing SI's booking engine on the Yahoo! Site and to advertise and promote SI's interactive Internet travel services, all in accordance with the terms and conditions of this Agreement."<br/><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDI000388-412.</p> <p>"2.1 Yahoo! Travel Page_Yahoo! shall provide a prominent hyperlink on the Yahoo! Travel Page to the Co-Branded Pages described in Section 2.2. Such hyperlink shall be placed above the fold on the Yahoo! Travel Page."<br/><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDI000388-412.</p> <p>"Purpose:<br/>To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."<br/><i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDI000413-422.</p> <p>The Travel Online Italia co-branded system with SABRE (Travelocity), dated at least as early as April</p> |

Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

|           |  |  |
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| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in the Travelocity Co-Branding Prior Art |
|           | <pre> switch -- \$Service {     devJAL -     certJAL -     statJAL -     JAL { return 1 }     default { return 0 } }  ### Proc Name: isServiceUSAIRWAYS ### Purpose: determines if it's USAIRWAYS service or not ### Author: Jeff ### Rewritten by: Jeff ### Date: 7/98 ### Arguments:  proc isServiceUSAIRWAYS { {     global Service     switch -- \$Service {         devUSAIRWAYS -         certUSAIRWAYS -         statUSAIRWAYS -         USAIRWAYS { return 1 }         default { return 0 }     } }  ### Proc Name: isServiceMETROJET ### Purpose: determines if it's METROJET service or not ### Author: Jeff ### Rewritten by: Jeff         </pre> |  |

Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

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|-----------|---|---|
| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |
|           |   | <p>1996 that show Travelocity using service tags for co-branding.</p> <p>#23Jul96 - Sembian - Added ServiceAdGif and ServiceAdURL - for Co-Branding</p> <p>#29Jul96 - Doug - Add nbrownie and wahed Services</p> <p>#30Jul96 - Doug - revamp and consolidate if {\$Service..} logic.</p> <p>#31Jul96 - Sembian - Added new Service called "HILTON"</p> <p>#13Aug96 - Barry V - Added new Service called "GENIE"</p> <p>#15Aug96 - Doug - Add ServicePhone, ServicePhoneInt, ServiceFax, ServiceFaxInt</p> <p>#29Aug96 - Barry V - Change Service tag GENIE to GI</p> <p>#30Aug96 - Doug - Add ServiceBrand variable for Rebranding</p> <p>#02Sep96 - Doug - Add spoofPhone var</p> <p>#06Sep96 - Barry V - Added new Service "EARTHLINK"</p> <p>#10Sep96 - Sembian - Added ServiceAdGifHot, ServiceAdGifCold for Co-Branding</p> <p>#13Sep96 - Barry V - Added Service tag "testTIME-WARNER" as a test tag</p> <p>#18Sep96 - Sembian - Added new Service parage for Parag Gondhalekar</p> <p>#20Sep96 - Sembian - Changed urlTravelMerchandise as per Dave Kinsfuhler/David Grnshy at WorldView</p> <p>#23Sep96 - Barry - Changed all ServiceAdGif references to ServiceAdGifHot and ServiceAdGifCold</p> <p>#25Sep96 - Sembian - Added prodnsABREwarming variable</p> <p>#28Sep96 - Barry V - Added PRODIGY-NET, ATCOM, PRODIGY-MEX as Service tags</p> <p>#30Sep96 - Barry V - Add variable Category for DoubleClick</p> <p>#09Oct96 - Barry V - Add new Category "CMOD", "ITV", and add new Service tags</p> <p>#09Oct96 - Sembian - Set CR_HT gifs to WOWReservations.gif for CSWOW; Removed prodnsABREwarming for CERT.</p> <p>Portions of the code labeled TRAVSITES9-270045 include the following code which identifies a host based on "service", which is Hilton in this case:</p> <pre> switch -- \$Service {     "HILTON" {         set ServiceAdGifHot "hilton_hot.gif"         set ServiceAdGifCold "hilton_cold.gif"     } }         </pre> |

Invalidity Contentions for U.S. Patent No. 7,818,399  
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| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in the Travelocity Co-Branding Prior Art |
|           | <pre> ### Date: 7/98 ### Arguments:  proc isServiceMETROJET { {     global Service     switch -- \$Service {         devMETROJET -         certMETROJET -         statMETROJET -         METROJET { return 1 }         default { return 0 }     } }  ### Proc Name: isServiceSeamless ### Purpose: Created to verify whether the 'smis' tag is part of the URL for new seamless login/registration functionality. ### Author: ### Rewritten by: ### Date: 5/98 ### Arguments: proc isServiceSeamless { {     global smis     if { [info exists smis] &amp;&amp; \$smis == "Y" } {         return 1     } else {         return 0     } }  ### Proc Name: isServiceYahoo ### Purpose: combines YHOE and YHOB into one call. (both are yahoo)         </pre> |  |

Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

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| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |
|           |   | <p>set ServiceAdURL "http://www.hilton.com"</p> <p>From the US Airways Internet Reservation System Phase 1: Travelocity Private Label, dated 7/14/2006, listing the "Requirements":</p> <ul style="list-style-type: none"> <li>• Create US Airways private label booking engine that offers air, car, and hotel booking capabilities</li> <li>• The private label product must have US Airways for flight reservations.</li> <li>• The private label product must have the US Airways "look and feel." This will be limited to the application name, graphics, and background color.</li> </ul> <p>See DFENDT0000340.</p> <p>See tp-16-1998/serviceprocs.inc, lines 190-286</p> <pre> ### Proc Name: isServiceNetscapeGuide ### Purpose: determines if it's netscape guide, combines YHNE and YHNB into one call. ### Author: Susan ### Rewritten by: Susan ### Date: 5/98 ### Arguments: proc isServiceNetscapeGuide { {     global Service     switch -- \$Service {         YHNE -         YHNB { return 1 }         default { return 0 }     } }  proc isServiceJAL { {     global Service }         </pre> |

Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

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|--|--|--|---|
| <p>Claim No.</p>   | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Purpose:<br/>To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page.<br/><i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000413-422.</p> <p>"Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development."<br/>***<br/>The Yahoo! travel page will include a flight express path. Modify the Travelocity entry point to accept the following parameters:<br/>- Number of passengers<br/>- Leaving from / going to cities<br/>- Departure date / departure time<br/>- Return date / return time<br/>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:<br/>- Pick-up city<br/>- Pick-up date / pick-up time<br/>- Return date / return time<br/>- Number of travelers -Type of car<br/>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:<br/>- Check-in city<br/>- Check-in / check-out dates<br/>- Number of travelers<br/>- Number of rooms"<br/><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997 (emphasis added). See DFNDT000423-428.</p> <p>The Travelocity/Yahoo! Prior Art discloses that the selected merchant, the outsource provider, and the owner of the first web page are each third parties with respect to one other.</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> |
| <p>(iii) wherein the selected merchant, the outsource provider, and the owner of the</p> |  |  |   |

Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

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|--|--|---|---|
| <p>Claim No.</p>   | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>### Author: Susan<br/>### Rewritten by: Susan<br/>### Date: 5/98<br/>### Arguments:<br/>proc isServiceYahoo { {<br/>global Service<br/>switch -- \$Service {<br/>statYHOE -<br/>YHOE -<br/>YHOB { return 1 }<br/>default { return 0 }<br/>}<br/>}<br/>The Travelocity/Yahoo! Prior Art discloses that each of the first web pages belongs to one of a plurality of web page owners.<br/>In addition to its affiliation with Yahoo!, SABRE Interactive (SI) also displayed links on the web pages of other web page owners. See, e.g.<br/>(Co-branding agreement between SI and Japan Airlines Company, Ltd.); [DFNDT0000373-387]<br/>(Japan Airlines Travel Booking Engine, Scope Definition); [DFNDT0000350-372]<br/>(SI Interactive Product Requirements, Neiscape Netcenter Marketplace Travel); [DFNDT0000347-349]<br/>(Travelocity's Definitions and Guidelines for "Look and Feel"); [DFNDT0000345-346]<br/>(US Airways Internet Reservation System Phase 1: Travelocity Private Label); [DFNDT0000340-344]<br/>(Rider to Information Technology Services Agreement between US Airways and The SABRE Group, Inc.); [DFNDT0000329-339]<br/>(Basic Booking Engine for Travel Online Italia - Scope Definition, April 29, 1997); [DFNDT0000325-328]</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> |
| <p>(i) wherein each of the first web pages belongs to one of a plurality of web page owners;</p> |  |   |   |

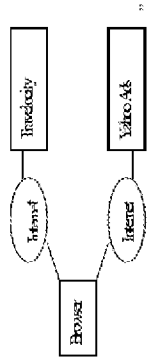
Invalidity Contentions for U.S. Patent No. 7,818,399  
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| <p>Claim No.</p>  | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>The visitor from the Yahoo! Travel page could select airline tickets, car rentals, and hotel reservations via the co-branded page served by SABRE Interactive.<br/>"2 User Interface and Site Functionality<br/>The following functionality will remain available to the Yahoo! booking engine.<br/>- 3 Best Itineraries<br/>- Flights &amp; Prices<br/>- Cars<br/>- Hotels<br/>- Existing Reservations<br/>- Make Changes including Buy Now<br/>- Profile<br/>- Login<br/>The Yahoo! Travel main travel page will consist of an air, car, and hotel express user interface. In addition, the interface will have links to more comprehensive request pages (flrqtst.pgd, frpqst.pgd, hrqtst.pgd, and crqtst.pgd)."<br/><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p> <p>"2.1 Yahoo! Travel Page. Yahoo! shall provide a prominent hyperlink on the Yahoo! Travel Page to the Co-Branded Pages described in Section 2.2. Such hyperlink shall be placed above the fold on the Yahoo! Travel Page."<br/>"Purpose:<br/>To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."<br/><i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</p> <p>"Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development."</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> |
| <p>first web page are each third parties with respect to one other;</p> |  |  |   |

Invalidity Contentions for U.S. Patent No. 7,818,399  
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| <p>Claim No.</p>  | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>(i) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants;<br/>"1. 'Booking Engine' means a database containing availability, schedule, and price information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services, as a minimum, and complete payment for such Travel Services online." <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT0000388-412.<br/>"2 User Interface and Site Functionality<br/>The following functionality will remain available to the Yahoo! booking engine.<br/>- 3 Best Itineraries<br/>- Flights &amp; Prices - Cars<br/>- Hotels<br/>- Existing Reservations<br/>- Make Changes including Buy Now<br/>- Profile<br/>- Login<br/>The Yahoo! Travel main travel page will consist of an air, car, and hotel express user interface. In addition, the interface will have links to more comprehensive request pages (flrqtst.pgd, frpqst.pgd, hrqtst.pgd, and crqtst.pgd)."<br/><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000423-428.</p> <p>"2.1 Yahoo! Travel Page. Yahoo! shall provide a prominent hyperlink on the Yahoo! Travel Page to the Co-Branded Pages described in Section 2.2. Such hyperlink shall be placed above the fold on the Yahoo! Travel Page."<br/><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT0000388-412.</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> |
| <p>(ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and</p> |  |  |   |

Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

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|--|--|-------|---------|---------|--------|---------|-----------------------|--------|
| <p>Claim No. Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <p>Cars</p> <table border="1"> <tr> <td>crqst</td> </tr> <tr> <td>credbr1</td> </tr> <tr> <td>credbr2</td> </tr> <tr> <td>crdisp</td> </tr> <tr> <td>crdetal</td> </tr> <tr> <td>Existing Reservations</td> </tr> <tr> <td>Exqrst</td> </tr> </table> <p>Yahoo! <i>Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</p> <p>"A. Yahoo! operates a search engine and World Wide Web directory under the brand 'Yahoo!'.<br/>B. SI operates a <i>travel booking engine and interactive Internet travel services through its 'Travelocity' site</i>, located at <a href="http://www.travelocity.com">http://www.travelocity.com</a> (the "Travelocity Site").<br/>C. Yahoo! and SI wish to provide Yahoo! users with travel booking services by distributing SI's booking engine on the Yahoo! Site and to advertise and promote SI's interactive Internet travel services, all in accordance with the terms and conditions of this Agreement."<br/><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997 (emphasis added). See DFNDT000388-412.</p> <p>"Currently, Yahoo advertising is delivered in a similar manner to Double-Click ads. A URL is embedded in the HTML which links to GIFs stored on the Yahoo ads server. The user's browser will then directly connect to the ads server to obtain the advertisement (GIF):</p>  <pre> graph TD     Browser[Browser] --- Internet((Internet))     Internet --- Yahoo[Travelocity]     Internet --- YahooAds[Yahoo Ads]     </pre> <p>HTML Ads For Yahoo, last modified on 5/11/1998.</p> | crqst | credbr1 | credbr2 | crdisp | crdetal | Existing Reservations | Exqrst |
| crqst  |  |       |         |         |        |         |                       |        |
| credbr1  |  |       |         |         |        |         |                       |        |
| credbr2  |  |       |         |         |        |         |                       |        |
| crdisp   |  |       |         |         |        |         |                       |        |
| crdetal  |  |       |         |         |        |         |                       |        |
| Existing Reservations  |  |       |         |         |        |         |                       |        |
| Exqrst   |  |       |         |         |        |         |                       |        |

Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

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| <p>Claim No. Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <p>***</p> <p>The Yahoo! travel page will include a flight express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Number of passengers</li> <li>- Leaving from / going to cities</li> <li>- Departure date / departure time</li> <li>- Return date / return time</li> </ul> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Pick-up city</li> <li>- Pick-up date / pick-up time</li> <li>- Return date / return time</li> <li>- Number of travelers</li> <li>- Type of car</li> </ul> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Check-in / check-out dates</li> <li>- Number of travelers</li> <li>- Number of rooms"</li> </ul> <p>See DFNDT000388-412.</p> <p>"1.4 'Net SI Commissions' means (i) for air commissions the amount of commission income received from air tickets generated less all ARC and other third party refunds and/or rebates, exchanges, and other normal adjustments, and (ii) for each of car and hotel commissions, the number of such bookings made each month by a site divided by the total number of bookings made on Travelocity multiplied by the total commission income received on Travelocity for such month for each of car and hotel commissions.</p> <p>1.7 'Travel Services' means booking services for air travel, hotels and car rentals."</p> <p><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"2 User Interface and Site Functionality<br/>The following functionality will remain available to the Yahoo! booking engine.</p> |
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| <p>Claim No. Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <p>1.1 'Booking Engine' means a database containing availability, schedule, and price information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services, as a minimum, and complete payment for such Travel Services online.</p> <p>***</p> <p>(b) <b>User Interface.</b> The Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! across Yahoo!'s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! shall have the right reasonably to approve the final design of all Co-Branded Pages. Any material changes to the Co-Branded Pages thereafter shall be made upon the mutual agreement of the parties. Yahoo! shall assign one individual to work with SI to ensure that the Co-Branded Pages satisfy Yahoo!'s requirements. Yahoo! will use reasonable best efforts to ensure continuity of Yahoo! personnel involved in the design process. All pages displayed to Yahoo! Site users, other than the Co-Branded Pages, shall conform to the graphical interface utilized by SI, provided however Yahoo! shall have a reasonable right of approval with respect to such interface.</p> <p>***</p> <p>2.2 Co-Branded Pages. SI shall create and serve a series of co-branded pages that guide Yahoo! Site users through the booking process for the Travel Services, at a minimum (the "Co-Branded Pages"). The Co-Branded Pages shall include all pages through the first page containing a price quotation for travel-related services, but shall not include any pages in payment process."</p> <p><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"Because the Yahoo! Travel express page will be hosted on Yahoo!'s site, Yahoo! must have the ability to receive and pass the Session Identification (SID) between Travelocity in order to keep the user's Travelocity session established. This does not apply for users that have cookie browsers because the SID is stored and retrieved from the cookie.</p> <p>***</p> <p>Modify igbcome.pgd, vars sub, lgmenew.pgd, lgmoon.pgd, lglogin.pgd, lgnewinf.pgd, and lgnewf.cdl to pass the session parameters to ensure the reservation process can continue without interruption. Place the session parameters into the Parameter's Database (PDB) and remove them from the PDB once the user has completed the login process."</p> <p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p> <p>"Certain pages within Travelocity will be designated as co-brand. Co-brand means that the pages will</p> |
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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

| <p>Claim No. Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <p>3 Best Itineraries</p> <ul style="list-style-type: none"> <li>- Flights &amp; Prices</li> <li>- Cars</li> <li>- Hotels</li> <li>- Existing Reservations</li> <li>- Make Changes including Buy Now</li> <li>- Profile</li> <li>- Login</li> </ul> <p>***</p> <p>The Yahoo! Travel main travel page will consist of an air, car, and hotel express user interface. In addition, the interface will have links to more comprehensive request pages (frqst.pgd, prqst.pgd, hrqst.pgd, and crqst.pgd)."</p> <p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p> <p>"The following pages within Travelocity will be co-branded for Yahoo!:</p> <table border="1"> <thead> <tr> <th>Path</th> <th>Page Name</th> </tr> </thead> <tbody> <tr> <td>3 Best</td> <td>frqst<br/>frdisp<br/>frprice</td> </tr> <tr> <td>Flights &amp; Prices</td> <td>prqst<br/>pdisp1<br/>pdisp2<br/>pprice1</td> </tr> <tr> <td>Hotels</td> <td>hrqst<br/>hravail<br/>hrdisp<br/>hrclubr1<br/>hrclubr2</td> </tr> </tbody> </table> | Path | Page Name | 3 Best | frqst<br>frdisp<br>frprice | Flights & Prices | prqst<br>pdisp1<br>pdisp2<br>pprice1 | Hotels | hrqst<br>hravail<br>hrdisp<br>hrclubr1<br>hrclubr2 |
|--|--|------|-----------|--------|----------------------------|------------------|--------------------------------------|--------|--|
| Path   | Page Name  |      |           |        |                            |                  |                                      |        |  |
| 3 Best   | frqst<br>frdisp<br>frprice   |      |           |        |                            |                  |                                      |        |  |
| Flights & Prices   | prqst<br>pdisp1<br>pdisp2<br>pprice1   |      |           |        |                            |                  |                                      |        |  |
| Hotels   | hrqst<br>hravail<br>hrdisp<br>hrclubr1<br>hrclubr2   |      |           |        |                            |                  |                                      |        |  |

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| <p><b>Claim No.</b></p> | <p><b>Claim Language of U.S. Patent No. 7,818,399</b></p> | <p><b>Relevant Disclosure in the Travelocity Co-Branding Prior Art</b></p> <p>"1.1 Booking Engine" means a database containing availability, schedule, and price information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services, as a minimum, and complete payment for such Travel Services online.</p> <p>***</p> <p>(b) User Interface: The Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! across Yahoo!'s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! shall have the right reasonably to approve the final design of all Co-Branded Pages. Any material changes to the Co-Branded Pages thereafter shall be made upon the mutual agreement of the parties. Yahoo! shall assign one individual to work with SI to ensure that the Co-Branded Pages satisfy Yahoo!'s requirements. Yahoo! will use reasonable best efforts to ensure continuity of Yahoo! personnel involved in the design process. All pages displayed to Yahoo! Site users, other than the Co-Branded Pages, shall conform to the graphical interface utilized by SI, provided however Yahoo! shall have a reasonable right of approval with respect to such interface.</p> <p>***</p> <p>2.2 Co-Branded Pages: SI shall create and serve a series of co-branded pages that guide Yahoo! Site users through the booking process for the Travel Services, at a minimum (the "Co-Branded Pages"). The Co-Branded Pages shall include all pages through the first page containing a price quotation for travel-related services, but shall not include any pages in payment process."</p> <p><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"Because the Yahoo! Travel express page will be hosted on Yahoo!'s site, Yahoo! must have the ability to receive and pass the Session Identification (SID) between Travelocity in order to keep the user's Travelocity session established. This does not apply for users that have cookie browsers because the SID is stored and retrieved from the cookie.</p> <p>***</p> <p>Modify /gethome.pgd, vars sub, /getmemnew.pgd, /login.pgd, /getwinf.pgd, and /getlog.cdl to pass the session parameters to ensure the reservation process can continue without interruption. Place the session parameters into the Parameter's Database (PDB) and remove them from the PDB once the user has completed the login process."</p> <p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p> <p>"Certain pages within Travelocity will be designated as co-brand. Co-brand means that the pages will</p> |
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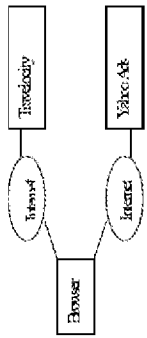
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| <p><b>Claim No.</b></p> | <p><b>Claim Language of U.S. Patent No. 7,818,399</b></p> | <p><b>Relevant Disclosure in the Travelocity Co-Branding Prior Art</b></p> <p>look and feel like Yahoo! pages, but will function the same as they do today in terms of required data elements, navigation and flow; except where otherwise indicated in this document. Yahoo! will assign one individual to work with SI to ensure that the co-branded pages satisfy Yahoo!'s requirements."</p> <p><i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</p> <p>"Several Travelocity pages (fprqst, fdispl, fdispl2, fprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar.</p> <p>1. All references to Travelocity within the above pages will be modified to reflect Yahoo!Travel." <i>Yahoo!Travel Build your own itinerary</i>, last modified on March 24, 1998. See DFNDT000429-432.</p> <p>The Travelocity Yahoo! Prior Art discloses automatically retrieving from a storage coupled to the server pre stored data associated with the source page.</p> <p>"The following pages within Travelocity will be co-branded for Yahoo!:</p> <table border="1" data-bbox="397 325 722 682"> <thead> <tr> <th>Path</th> <th>Page Name</th> </tr> </thead> <tbody> <tr> <td>3 Best</td> <td>ftrqst<br/>fdispl<br/>fprice</td> </tr> <tr> <td>Flights &amp; Prices</td> <td>ftrqst<br/>fdispl<br/>fdispl2<br/>fprice1</td> </tr> <tr> <td>Hotels</td> <td>ftrqst<br/>ftravail<br/>fdispl<br/>ftrcuhbr1<br/>ftrcuhbr2</td> </tr> <tr> <td>Cars</td> <td>crqst<br/>crdispl<br/>crdispl2<br/>crdetail</td> </tr> </tbody> </table> | Path | Page Name | 3 Best | ftrqst<br>fdispl<br>fprice | Flights & Prices | ftrqst<br>fdispl<br>fdispl2<br>fprice1 | Hotels | ftrqst<br>ftravail<br>fdispl<br>ftrcuhbr1<br>ftrcuhbr2 | Cars | crqst<br>crdispl<br>crdispl2<br>crdetail |
|-------------------------|---|--|------|-----------|--------|----------------------------|------------------|--|--------|--|------|--|
| Path                    | Page Name   |  |      |           |        |                            |                  |  |        |  |      |  |
| 3 Best                  | ftrqst<br>fdispl<br>fprice                                |  |      |           |        |                            |                  |  |        |  |      |  |
| Flights & Prices        | ftrqst<br>fdispl<br>fdispl2<br>fprice1                    |  |      |           |        |                            |                  |  |        |  |      |  |
| Hotels                  | ftrqst<br>ftravail<br>fdispl<br>ftrcuhbr1<br>ftrcuhbr2    |  |      |           |        |                            |                  |  |        |  |      |  |
| Cars                    | crqst<br>crdispl<br>crdispl2<br>crdetail                  |  |      |           |        |                            |                  |  |        |  |      |  |

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| <p><b>Claim No.</b></p> | <p><b>Claim Language of U.S. Patent No. 7,818,399</b></p> | <p><b>Relevant Disclosure in the Travelocity Co-Branding Prior Art</b></p> <p>look and feel like Yahoo! pages, but will function the same as they do today in terms of required data elements, navigation and flow; except where otherwise indicated in this document. Yahoo! will assign one individual to work with SI to ensure that the co-branded pages satisfy Yahoo!'s requirements."</p> <p><i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</p> <p>"2.1 Yahoo! Travel Page: Yahoo! shall provide a prominent hyperlink on the Yahoo! Travel Page to the Co-Branded Pages described in Section 2.2. Such hyperlink shall be placed above the fold on the Yahoo! Travel Page."</p> <p><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"Purpose:<br/>To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent hyperlink on the Yahoo! Travel Page."</p> <p><i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</p> <p>"Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development.</p> <p>***</p> <p>The Yahoo! travel page will include a flight express path. Modify the Travelocity entry point to accept the following parameters:<br/>         - Number of passengers<br/>         - Leaving from / going to cities<br/>         - Departure date/ departure time<br/>         - Return date / return time</p> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:<br/>         - Pick-up city<br/>         - Pick-up date / pick-up time<br/>         - Return date / return time<br/>         - Number of travelers</p> |
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| <p><b>Claim No.</b></p> | <p><b>Claim Language of U.S. Patent No. 7,818,399</b></p> | <p><b>Relevant Disclosure in the Travelocity Co-Branding Prior Art</b></p> <p>Existing Reservations</p> <p><i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</p> <p>"A. Yahoo! operates a search engine and World Wide Web directory under the brand "Yahoo!"<br/>         B. SI operates a travel booking engine and interactive Internet travel services through its "Travelocity" site, located at <a href="http://www.travelocity.com">http://www.travelocity.com</a> (the "Travelocity Site")<br/>         C. Yahoo! and SI wish to provide Yahoo! users with travel booking services by distributing SI's booking engine on the Yahoo! Site and to advertise and promote SI's interactive Internet travel services, all in accordance with the terms and conditions of this Agreement."<br/> <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997 (emphasis added). See DFNDT000388-412.</p> <p>"Currently, Yahoo advertising is delivered in a similar manner to Double-Click ads. A URL is embedded in the HTML which links to GIFs stored on the Yahoo ads server. The user's browser will then directly connect to the ads server to obtain the advertisement (GIF):</p>  <pre>         graph LR             Browser[Browser] --- Yahoo((Yahoo))             Yahoo --- Travelocity[Travelocity]             Travelocity --- YahooAds[Yahoo:Ads]             style Yahoo fill:none,stroke:none             style Travelocity fill:none,stroke:none             style YahooAds fill:none,stroke:none         </pre> <p><i>HTML Ads For Yahoo</i>, last modified on 5/11/1998.</p> <p>"Several Travelocity pages (fprqst, fdispl, fdispl2, fprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar.</p> <p>1. All references to Travelocity within the above pages will be modified to reflect Yahoo!Travel!" <i>Yahoo!Travel Build your own itinerary</i>, last modified on March 24, 1998. See DFNDT000429-432.</p> |
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| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in the Travelocity Co-Branding Prior Art |
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|           | Type of car<br>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:<br>- Check-in city<br>- Check-in / check-out dates<br>- Number of travelers<br>- Number of rooms<br><br>Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413-422.<br><br>"Several Travelocity pages (fpqst, fpdispl, fpisp2, fpiprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar.<br>1. All references to Travelocity within the above pages will be modified to reflect Yahoo! Travel."<br>Yahoo!Travel/Build your own itinerary, last modified on March 24, 1998. See DFNDT000429-432.<br><br>"2 User Interface and Site Functionality<br>The following functionality will remain available to the Yahoo! booking engine.<br>- Flights & Prices<br>- Cars<br>- Hotels<br>- Existing Reservations<br>- Make Changes including Buy Now<br>- Profile<br>- Login<br><br>***<br>The Yahoo! Travel main travel page will consist of an air, car, and hotel express user interface. In addition, the interface will have links to more comprehensive request pages (fpqst.pgd, fpqst.pgd, fpqst.pgd, and booking.pgd)."<br>Yahoo! Travel Booking Engine - Scope Definition, last modified on 8/1/1997. See DFNDT000413-422.<br><br>See TRAVESITE59-270073 and following:<br>##### |  |

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| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in the Travelocity Co-Branding Prior Art |
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|           | 10Sep96 - Sembian - Added ServiceAdGifHot, ServiceAdGifCold for Co-Branding<br>13Sep96 - Barry V - Added Service tag "testTIME-WARNER" as a test tag<br>18Sep96 - Sembian - Added new Service parage for Parag Gondhalekar<br>20Sep96 - Sembian - Changed uriTravel/Merchandise as per Dave Kinsfather/David Grinsby at WorldView<br>23Sep96 - Barry V - Changed all ServiceAdGif references to ServiceAdGifHot and ServiceAdGifCold<br>23Sep96 - Sembian - Added prodnSABREwarming variable<br>25Sep96 - Barry V - Added PRODIGY.NET, ATCOM, PRODIGY-MEX as Service tags<br>30Sep96 - Barry V - Add variable Category for DoubleClick<br>09Oct96 - Barry V - Add new Category "CMOD", "ITV", and add new Service tags<br>09Oct96 - Sembian - Set CRKHT gils to WOWReservations.gif for CSWOW; Removed prodnSABREwarming for CERT.<br>10Oct96 - Sembian - Changed gifPath directory for test systems (except CERT) to try-test implementation instructions.<br>15Oct96 - Sembian - Production gif path should be /html-does/batb/ to be inline with the implementation instructions.<br>15Oct96 - Sembian - CSWOW gif path should be /html-does/batb/ to be inline with the implementation instructions.<br>22Oct96 - Susan - Added set variables for Hotel Pictures<br>30Oct96 - Albert and Barry - Add Travelocity Highlights for CompuServe and file cleanup<br>31Oct96 - Sembian - added "set secured, browser X" for CSWOW / testCSWOW / CSWOWnet as ssl_flag has been removed from all scripts and secured, browser is being used<br>31Oct96 - Sembian - removed ServiceSecureCapable variable - not used anywhere<br>16Oct96 - Barry - add variable doubleClickDNS in order to hold Service<br>5 Oct96 - Sembian - Added ENS variables<br>10Dec96 - Barry - add new tag aMKTG<br>12 Oct96 - Sembian - Made PRODIGY.NET secure always<br>18 DEC96 - ALBERT DAHOUK - Add WTTIF Co-branding<br>16 Jan 96 - Barry - changed Wordview URL's<br>30 Jan 96 - Barry - remove CSWOW<br>12 FEB97 - CAROL SMITH - Add DELORME co-brand; remove Double-click domain names; |  |

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| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in the Travelocity Co-Branding Prior Art |
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|           | currency.inc<br># Purpose: See common variables and service-specific variables<br># Called by: all templates<br># Author: Mike Anderson<br># Date: Jan96<br># Comments: NEVER set SID to a null value in this file!<br># Updates:<br># Mike Anderson - the ServiceEmail variable is now handled in feedback.inc.<br>22May96 - Doug Spicher - Added evaluation of \$\$Service value "CERT".<br>Added this template header section.<br>22May96 - Sembian - Changed ServiceHomePage for CSWOW & testCSWOW from lgloin.cdl to glrmain.cdl<br>01Jun96 - Doug Spicher - add Services for dev test environments<br>02Jun96 - Doug Spicher - add global devTeam variable; default to "it" unless \$\$Service is a development team member, then set to "y.". This variable can be used to inhibit code in production.<br>02Jun96 - Sembian - removed obsolete weeklyAd* variables<br>02Jun96 - Sembian - removed unused Services - Prodigy, CompuServe, lumiere<br>03Jun96 - Doug Spicher - Add FlyAway banner gif variables<br>16Jun96 - Sembian - added required_variables_list - for use in mapURL, hiddenFields etc.<br>23Jun96 - Sembian - Added new ServiceAdGif and ServiceAURL - for Co-Branding<br>29Jun96 - Doug - Add mbrowne and waleed Services<br>30Jun96 - Doug - revamp and consolidate if \$\$Service...logic.<br>31Jun96 - Sembian - Added new Service called "HILTON"<br>13Aug96 - Barry V - Added new Service called "GENIE"<br>15Aug96 - Doug - Add ServicePhone, ServicePhoneInt, ServiceFax, ServiceFaxInt<br>29Aug96 - Barry V - Change Service-tag GENIE to GI<br>30Aug96 - Doug - Add ServiceBrand variable for Rebranding<br>02Sep96 - Doug - Add spoofPhone var<br>06Sep96 - Barry V - Added new Service "EARTHLINK" |  |

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| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in the Travelocity Co-Branding Prior Art |
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|           | change HOME tag to ATHOME<br># 19 FEB97 CLS - Add VOYAGER_DELPHI_TVINET, and PRODIGY-TVCLASSIC co-brands<br># 05 MAR97 CLS - Add AT&T Wordinet cobrand<br>*<br>*<br>*<br>#####<br># Banner graphics<br>#####<br>set bannerFL2gif "flyaway1.gif"<br>set bannerFL3gif "flyaway.gif"<br>switch -- \$\$Service {<br>"testCOMPUSENET"<br>"COMPUSENET" {<br>set toolbar_gif "CSbar.gif"<br>set bannerFLgif "THvaepac.gif"<br>set bannerFWgif "THreservations.gif"<br>set bannerEXgif "THretrieve.gif"<br>set bannerENgif "THbanneren.gif"<br>set bannerEZgif "bannerez.gif"<br>set bannerFBgif "THfeedback.gif"<br>set bannerFFgif "THflights2.gif"<br>set bannerFRgif "THflights2.gif"<br>set bannerFGgif "THflights2.gif"<br>set bannerGGgif "THflights2.gif"<br>set bannerHGgif "THflights2.gif"<br>set bannerLGgif "THflights2.gif"<br>set bannerPRgif "THflights2.gif"<br>set bannerTGgif "THflights2.gif"<br>set bannerCGgif "THflights2.gif"<br>} |  |

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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <pre> set ServiceAdURL "http://www.hilton.com" } "WTF" { set ServiceAdGifHot "netzone/logo.gif" set ServiceAdGifCold "netzone/logo.gif" set ServiceAdURL "http://www.wtf.com/netzone" } "EARTHINK" { set ServiceAdGifHot "earthlink.gif" set ServiceAdGifCold "earthlink.gif" set ServiceAdURL "http://www.earthlink.net" } "USAT" { set ServiceAdGifHot "usat.gif" set ServiceAdGifCold "usat.gif" set ServiceAdURL "http://www.usatoday.com/life/travel/iftfront.htm" } "PRODIGY-NET" { set ServiceAdGifHot "prodnet.gif" set ServiceAdGifCold "prodnet.gif" set ServiceAdURL "http://travel.prodigy.net/burb.html" set ServiceSecureNavigation "y" set secured browser "y" set HTTP "https" } "BUDGET" { set ServiceAdGifHot "budget_hot.gif" set ServiceAdGifCold "budget_cold.gif" set ServiceAdURL "http://www.budgetrentacar.com/reservations/index.html" } "DELORE" { </pre> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <pre> set bannerH1gif "Hhote1.gif" } default { set toolbar_gif "bar.gif" set bannerF1_gif "vaepac.gif" set bannerFw_gif "bannerfw.gif" set bannerCR_gif "bannerer.gif" set bannerEX_gif "bannerex.gif" set bannerEN_gif "banneren.gif" set bannerEZ_gif "bannerzb.gif" set bannerFF_gif "bannerff.gif" set bannerFG_gif "bannerfg.gif" set bannerFR_gif "bannerfr.gif" set bannerGL_gif "bannergl.gif" set bannerHG_gif "bannerhg.gif" set bannerHI_gif "bannerhi.gif" set bannerIG_gif "bannerig.gif" set bannerPR_gif "bannerpr.gif" set bannerT1_gif "bannert1.gif" set bannerTR_gif "bannetr.gif" } ##### # Service Specific GIF to be shown on every page # For Co-Branding Only ##### set ServiceAdGifHot "" set ServiceAdGifCold "" ##### </pre> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <pre> set ServiceAdGifHot "delorme_hot.gif" set ServiceAdGifCold "delorme_cold.gif" set ServiceAdURL "http://www.delorme.com/travel" } "DELPHI-TVLNET" { set ServiceAdGifHot "delv1.gif" set ServiceAdGifCold "delv1.gif" set ServiceAdURL "http://www.delphi.com/travel" } "PRODIGY-TVLCLASSIC" { set ServiceAdGifHot "prodv1_hot.gif" set ServiceAdGifCold "prodv1_cold.gif" set ServiceAdURL "http://antares.prodigy.com/x-prodigy/jump/travel" } "SPRY-NET" { set ServiceAdGifHot "spry-net.gif" set ServiceAdGifCold "spry-net.gif" set ServiceAdURL "" } "7UP" { set ServiceAdGifHot "7up.gif" set ServiceAdGifCold "7up.gif" set ServiceAdURL "http://www.7up.com/UPforGrabs.html" } "ATTWORLDNET" { set ServiceAdGifHot "att_hot.gif" set ServiceAdGifCold "att_cold.gif" set ServiceAdURL "http://www.worldnet.att.net/explore/travel/index.html" } } elseif \$\$Service == "COMPUSERVE-NET" { # COMPUSERVE-NET </pre> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <pre> # URL to which ServiceAdGifHot is linked on hot pages # For Co-Branding Only ##### set ServiceAdURL "" * * * ##### ## Service-specific Variables ##### # Travelocity   USAToday   Gift   HILTON   GI (Genie)   EARTHINK   ATCOM   # TIME-WARNER   PRODIGY-NET   PRODIGY-MEX   HOME   WTF   SWISS-ONLINE   INET- AMERICA # IMKTG   DELORE   VOYAGER   DELPHI-TVLNET   PRODIGY-TVLCLASSIC   SPRY-NET   7UP   ATTWORLDNET if { [search \$prodServiceList \$Service] != 1 } { set agPCC "W0H3" set urlPath "/share/html-does/batb-v" set gifPath "dps1.travelocity.com:80/batb" set vPath "dps1.travelocity.com:80/batb-v" set gifPaths "dps1.travelocity.com:443" set vPaths "dps1.travelocity.com:443/batb-v" set domainName "travelocity.com" set ServiceHomePage "http://www.travelocity.com/" set ServiceMailDir "/share/batb/data/mail/Travelocity" set ServiceLogDir "/share/batb/data/logs/Travelocity" set ServiceNRid "PDB(V_0)" switch -- \$Service { "HILTON" { set ServiceAdGifHot "hilton_hot.gif" </pre> |
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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <p><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"1.1 'Booking Engine' means a database containing availability, schedule, and price information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services, as a minimum, and complete payment for such Travel Services online."</p> <p><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"(b) User Interface. The Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! across Yahoo!'s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! shall have the right reasonably to approve the final design of all Co-Branded Pages. Any material changes to the Co-Branded Pages thereafter shall be made upon the mutual agreement of the parties. Yahoo! shall assign one individual to work with SI to ensure that the Co-Branded Pages satisfy Yahoo!'s requirements. Yahoo! will use reasonable best efforts to ensure continuity of Yahoo! personnel involved in the design process. All pages displayed to Yahoo! Site users, other than the Co-Branded Pages, shall conform to the graphical interface utilized by SI, provided however Yahoo! shall have a reasonable right of approval with respect to such interface."</p> <p><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"Because the Yahoo! Travel express page will be hosted on Yahoo!'s site, Yahoo! must have the ability to receive and pass the Session Identification (SID) between Travelocity in order to keep the user's Travelocity session established. This does not apply for users that have cookie browsers because the SID is stored and retrieved from the cookie.</p> <p>***</p> <p>Modify igbecome.pgd, vars.sub, ignewmew.pgd, ignewcom.pgd, iglogin.pgd, ignewinf.pgd, and igsplog.cdl to pass the session parameters to ensure the reservation process can continue without interruption. Place the session parameters into the Parameter's Database (PDB) and remove them from the PDB once the user has completed the login process."</p> <p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000423-428.</p> <p>"Certain pages within Travelocity will be designated as co-brand. Co-brand means that the pages will look and feel like Yahoo! pages, but will function the same as they do today in terms of required data elements, navigation and flow, except where otherwise indicated in this document."</p> |
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Travelocity Co-Branding Prior Art

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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <pre> proc yhcFooter {includeAd pgdName htdProfile futureuse} {     global PDB System     # if { [info exists skip_warning] } {     #     set skip_warning "N"     # }     set result ""     &lt;TABLE BORDER=0 BGCOLOR=#000033&gt;     &lt;TR&gt;     &lt;TD VALIGN=MIDDLE ALIGN=CENTER&gt;     &lt;TABLE BORDER=0 CELLSPACING=1 CELLPADDING=1 WIDTH=100%&gt;     &lt;TR&gt;     "     if { [info exists PDR(sv_smls_flag)] &amp;&amp; [string toupper \$PDR(sv_smls_flag)] == "Y" } {     if { [info exists System] &amp;&amp; (\$System == "Dev"    \$System == "Slat"    \$System == "Cert") } {     set profile_URL \$PDR(sv_smls_uns_1st_url)     } else {     set profile_URL \$PDR(sv_smls_sec_1st_url)     }     append profile_URL \$PDR(sv_smls_yhoc_upd_prof)     }     if { ([info exists PDB(st_guest)] &amp;&amp; \$PDR(st_guest) != "Y")    ([string toupper \$stProfile] != "N") }     {     if { [info exists PDB(sv_smls_flag)] &amp;&amp; [string toupper \$PDB(sv_smls_flag)] == "Y" } {     append result &lt;TD VALIGN=MIDDLE BGCOLOR=#008080&gt; ALIGN=CENTER     WIDTH=150&gt;&lt;A HREF=\$profile_URL&gt;&lt;B&gt;Account Information&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt;     } else {     append result &lt;TD VALIGN=MIDDLE BGCOLOR=#008080&gt; ALIGN=CENTER     WIDTH=150&gt;&lt;A HREF=[mapURL profmenu.ct]{}&gt;&lt;B&gt;Account Information&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt;     }     } else {     }     </pre> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <p><i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000413-422.</p> <p>"Several Travelocity pages (fpqrst, fpdisp1, fpdisp2, fpprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar.</p> <p>1. All references to Travelocity within the above pages will be modified to reflect Yahoo! Travel."</p> <p><i>Yahoo! Travel Build your own itinerary</i>, last modified on March 24, 1998. See DFNDT000429-432.</p> <p>For Travel Online Italia, the scope definition states:<br/>"Travel Online Italia will be uniquely identified through the 'Service' tag in the URL." See DFNDT0000317.</p> <p>(i) information associated with the commerce object associated with the link that has been activated, and</p> <p>The Travelocity/Yahoo! Prior Art discloses that the second webpage includes information associated with the commerce object associated with the link that has been activated.</p> <p>See 572 13b</p> <p>"2.2 Co-Branded Pages. SI shall create and serve a series of co-branded pages that guide Yahoo! Site users through the booking process for the Travel Services, at a minimum (the 'Co-Branded Pages'). The Co-Branded Pages shall include all pages through the first page containing a price quotation for travel-related services, but shall not include any pages in payment process."</p> <p><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"1.1 'Booking Engine' means a database containing availability, schedule, and price information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services, as a minimum, and complete payment for such Travel Services online."</p> <p><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"(b) User Interface. The Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! across Yahoo!'s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! shall have the right reasonably to approve the final design of all Co-Branded Pages.</p> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <pre> append result &lt;TD VALIGN=MIDDLE BGCOLOR=#008080&gt; ALIGN=CENTER WIDTH=150&gt;Account Information&lt;/TD&gt; } append result " &lt;TD VALIGN=MIDDLE BGCOLOR=#008080&gt; ALIGN=CENTER WIDTH=150&gt;&lt;A HREF=[mapURL gblhelp.ct {pgdName}]&gt;&lt;B&gt;Help&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt; &lt;TD VALIGN=MIDDLE BGCOLOR=#008080&gt; ALIGN=CENTER WIDTH=150&gt;&lt;A HREF=[mapURL gblmainmenu.ct]{}&gt;&lt;B&gt;Yahoo! Travel&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt; " &lt;/TR&gt;&lt;/TABLE&gt;&lt;/TABLE&gt; } append result &lt;CENTER&gt;&lt;BR&gt; &lt;FONT SIZE=1&gt;Copyright &amp;copy; 1998 Yahoo! Inc. All rights reserved &lt;/FONT&gt; &lt;BR&gt;&lt;FONT SIZE=1&gt;Copyright &amp;copy; 1998 The SABRE Group, Inc. All rights reserved &lt;/FONT&gt; Inc.&lt;/FONT&gt; &lt;BR&gt; &lt;CENTER&gt;&lt;BR&gt; } if { [!no TablePages \$pgdName] } { append result &lt;/TD&gt;&lt;/TABLE&gt;&lt;/CENTER&gt;&lt;BR&gt; } return \$result } </pre> <p>The Travelocity/Yahoo! Prior Art discloses automatically with the server computer generating and transmitting to the web browser a second web page.</p> <p>"2.2 Co-Branded Pages. SI shall create and serve a series of co-branded pages that guide Yahoo! Site users through the booking process for the Travel Services, at a minimum (the 'Co-Branded Pages'). The Co-Branded Pages shall include all pages through the first page containing a price quotation for travel-related services, but shall not include any pages in payment process."</p> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <p>Any material changes to the Co-Branded Pages thereafter shall be made upon the mutual agreement of the parties. Yahoo! shall assign one individual to work with SI to ensure that the Co-Branded Pages satisfy Yahoo!'s requirements. Yahoo! will use reasonable best efforts to ensure continuity of Yahoo! personnel involved in the design process. All pages displayed to Yahoo! Site users, other than the Co-Branded Pages, shall conform to the graphical interface utilized by SI, provided however Yahoo! shall have a reasonable right of approval with respect to such interface."</p> <p><i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"Because the Yahoo! Travel express page will be hosted on Yahoo!'s site, Yahoo! must have the ability to receive and pass the Session Identification (SID) between Travelocity in order to keep the user's Travelocity session established. This does not apply for users that have cookie browsers because the SID is stored and retrieved from the cookie.</p> <p>* * *</p> <p>Modify igebcom.ppt, vars sub, igemnew.ppt, igemcom.ppt, iglogin.ppt, ignewinf.ppt, and lpspflog.ct to pass the session parameters to ensure the reservation process can continue without interruption. Place the session parameters into the Parameter's Database (PDB) and remove them from the PDB once the user has completed the login process."</p> <p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000423-428.</p> <p>"Certain pages within Travelocity will be designated as co-brand. Co-brand means that the pages will look and feel like Yahoo! pages, but will function the same as they do today in terms of required data elements, navigation and flow; except where otherwise indicated in this document."</p> <p><i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000413-422.</p> <p>"Several Travelocity pages (fprost, fadispl, fadispr2, fprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar.</p> <p>1. All references to Travelocity within the above pages will be modified to reflect Yahoo! Travel."</p> <p><i>Yahoo! Travel Build your own itinerary</i>, last modified on March 24, 1998. See DFNDT000429-432.</p> <p><i>See ip-198-hotstavail.ctl:</i></p> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <p>when SABRE Interactive scraped the look and feel elements from an existing Yahoo! page.</p> <p>As far as the scope of the claimed "look and feel" can be determined, the look and feel of the Yahoo! page on SABRE Interactive's website included the Yahoo! logo, colors, travel menus, advertising, and toolbars.</p> <p>"(b) User Interface: The Co-Branded Pages shall conform to the graphical user interface utilized by Yahoo! across Yahoo!'s network of branded Internet properties as of the first date of the Exclusivity Period, and Yahoo! Shall have the right reasonably to approve the final design of all Co-Branded Pages. Any material changes to the Co-Branded Pages thereafter shall be made upon the mutual agreement of the parties. Yahoo! shall assign one individual to work with SI to ensure that the Co-Branded Pages satisfy Yahoo!'s requirements. Yahoo! will use reasonable best efforts to ensure continuity of Yahoo! personnel involved in the design process. All pages displayed to Yahoo! site users, other than the Co-Branded Pages, shall conform to the graphical interface utilized by SI, provided however Yahoo! shall have a reasonable right of approval with respect to such interface." <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDT000388-412.</p> <p>"SABRE Interactive (SI) has been contracted by Yahoo! to provide a booking engine to Yahoo! members that has the look and feel of Yahoo! until the point of actual reservation purchase. This will require a large number of modifications to Travelocity including a flow change to a different travel menu, graphics changes, login changes, advertising changes, logging and tracking changes, and e-mail confirmation changes.</p> <p>***</p> <ul style="list-style-type: none"> <li>A mockup of the Yahoo! express page or the page field names must be provided to [SABRE Technology Solutions (STS)] by SI at start of development.</li> <li>Graphics for the cobrand must be provided to STS by SI one week after start of development.</li> <li>The Yahoo! ad URL's for IMG SRC and HREF must be provided to STS one week after start of development.</li> </ul> <p>****</p> <p>Modify currency.inc and sbTools.inc for Yahoo! ad capability. The parameter in the [Parameter's Database (PDB)] used for Yahoo! cobranded pages will also be used to identify Yahoo! ads."</p> <p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p> <p>"This 'look and feel' will include the Yahoo! logo, the background color, and the toolbars."</p> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDT000413-422.</p> <p>"Certain pages within Travelocity will be designated as co-brand. Co-brand means that the pages will look and feel like Yahoo! pages, but will function the same as they do today in terms of required data elements, navigation and flow; except where otherwise indicated in this document."</p> <p><i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDT000423-428.</p> <p>"Several Travelocity pages (fprost, fadispl, fadispr2, fprice and bargain) will be designed with the Yahoo! masthead, footer and toolbar.</p> <p>1. All references to Travelocity within the above pages will be modified to reflect Yahoo! Travel."</p> <p><i>Yahoo! Travel Build your own itinerary</i>, last modified on March 24, 1998. See DFNDT000429-432.</p> <p>See TRAVESITE-59-270073 and following:</p> <pre>##### # Name:          sbTools.inc # Purpose:       Contains procs used for building sections of a page # Called by:     All page description files # Proc:          buildFreq #               choiceList #               helpHyperlinks #               hiddenFields #               hotelCancel #               mealList #               pageFooter #               pageHeader #               pageHeaderFL #               putImagesMapFL # Author:        Mike Anderson # Date:          Jan96 # Comments: # Updates:       20Jun96 -- Doug Spicher -- Add proc hiddenFields</pre> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <pre>##### ### start building the list of variables to be passed to # business service following is list of common variables # used by all the business services ##### set getHotelAvail_list "es_id=\$PDB(st_id) es_passwd=\$PDB(st_pwd) request=HOT_AVAIL_SID=\$SID tir_cod=\$PDB(st_tir_cod)"  ##### if {[info exists more_hosts]} { ##### # build up data in SABRE format # and start building the list of variables to be passed ##### # build date in SABRE format  * * * #call business service getHotelAvail to obtain hotel #availability information businessSvc getHotelAvail \$getHotelAvail_list switch -- \$CDError { 0 {     set pget_name "hotsavail.ppt" } }  The Travelocity Yahoo! Prior Art discloses that the second webpage includes a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page.  Capture took place either when Yahoo! sent its look and feel elements directly to SABRE Interactive or</pre> |
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| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |
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| #         | #   | 27Jun96 - Doug Spicher<br>pageHeader - remove prevPage argument, use pgedName global var.<br>pageFooter - remove prevPage argument, use pgedName global var.<br>consolidate includeFullToolbar and includePartToolbar arguments into one includeToolBar argument. |
| #         | #   | 2 Jul 96 - Sembian - Modified pageHeader to not display doubleClick ads for testers   |
| #         | #   | 03Jul96 - Doug Spicher - Add pageHeaderFL for FLYAWAY<br>Add putImageMapFL for FLYAWAY<br>Modify pageFooter to accommodate FLYAWAY  |
| #         | #   | 23 Jul 96 - Sembian - Modified choiceList to have size option, defaulting to 1st item in list, removed invisible returns, use forEach instead of while  |
| #         | #   | 24 Jul 96 - Sembian - Modified pageHeader to incorporate Service Ads - for co-branding  |
| #         | #   | 7 Aug 96 - Michelle B - Add hotelCancel for hotels  |
| #         | #   | 23 Sep 96 - Barry V - Modified pageHeader to incorporate ServiceAdGifHot and ServiceAdGifCold   |
| #         | #   | 30Sep96 - Barry V - Modified pageHeader to incorporate Category, Service to DoubleClick   |
| #         | #   | 02Oct96 - Doug - Remove pageTable proc. Add list of procs.  |
| #         | #   | 08Oct96 - Sembian - Removed the check for includeWVLink argument in pageFooter to decide display of WV Tool Bar.  |
| #         | #   | SI wants to be able to link to WV regardless of losing State/Session.   |
| #         | #   | 08Oct96 - Sembian - Commented out the above change. UNcomment on SIs notice.  |
| #         | #   | 14Oct96 - Sembian - modified pageHeader to not display title if headerText argument is a gif  |
| #         | #   | 22Oct96 - Doug/Ashima - include image inc   |
| #         | #   | 23Oct96 - Ashima - replaced image tags with image proc  |
| #         | #   | 30Oct96 - Ashima - replaced INPUT TYPE= image tags with imageForm proc  |
| #         | #   | 01Nov96 - Barry - modified pageHeader proc to not display title for login.pgd   |
| #         | #   | 14Nov96 - Barry - add proc secureLink to show verbiage and link to secure mode  |
| #         | #   | 16Nov96 - Barry - add proc adLink to show DoubleClick ads   |
| #         | #   | 25Nov96 - Sembian - modified pageHeader to include javaScripts within the HEAD  |

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| #         | #   | 2 Dec 96 - Sembian - modified pageHeader for Context Sensitive Advertisements (CSA)  |
| #         | #   | 3 Dec 96 - Sembian - added proc jsCompatible to check JavaScript Compatible browsers   |
| #         | #   | 4 Dec 96 - Sembian - added proc animateScript from agents) for CSA   |
| #         | #   | 11 Dec 96 - Sembian - URL for double clicks ad should always be // without the http: otherwise cant include it in href docs. Changed this for CSA  |
| #         | #   | 11 Dec 96 - Sembian - made MOZILLA2 not jsCompatible in proc jsCompatible because the JS calendar does not work with Nav 2.0x  |
| #         | #   | 19 Dec 96 - Sembian - Added proc dumpResult to write the HTML as a file to the ens directory. ENS will format this file and email it to the user   |
| #         | #   | Added proc sendMail  |
| #         | #   | 02 Jan 1997 - Sembian - Added proc html2text   |
| #         | #   | section<br>#####   |
| #         | #   | proc pageFooter {includeAdv includeWVLink include Toolbar {<br>global ServiceID Service SID<br>global footerAdv footerWVBar footerToolBar toolbar_gif<br>global pgedName<br>set pgedNameShort [string range \$pgedName 0] [expr {string first . \$pgedName} - 1]]<br>addPage "u<P>"<br>if {string range \$pgedNameShort 0 1} == "T" {<br>addPage "u<P>"<br>} elseif {\$pgedNameShort != "gitmain"} {<br>addPage "u<HR><P>"<br>}<br>}<br>if {string toupper \$includeAdv} == "Y" && {string toupper \$footerAdv} == "YES" {<br>}<br>}<br># If {string toupper \$footerWVBar} == "YES" {<br>}<br># change the if to the above statement to display WV Bar always.<br>if { (string toupper \$includeWVLink) == "Y" && {string toupper \$footerWVBar} == "YES" } {<br>addPage "u<CENTER><FORM ACTION=[mapURLForm bar.ct] METHOD=[P>" |

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| #         | #   | hiddenFields {<br>addPage "u<INPUT TYPE='HIDDEN' NAME='help_for_page' VALUE='&#x27;\$pgedNameShort'>"<br>[imageForm \$toolbar_gif "0" "y" "MIDDLE"]<FORM><CENTER>"<br>}<br>if {string toupper \$includeToolBar} == "FULL" && {string toupper \$footerToolBar} == "YES" {<br>addPage "u<CENTER><FORM ACTION=[mapURLForm toolbar.ct] METHOD=[P>"<br>hiddenFields {<br>addPage "u<INPUT TYPE='HIDDEN' NAME='help_for_page' VALUE='&#x27;\$pgedNameShort'>"<br>[imageForm "toolbar_gif" "0" "y" "MIDDLE"]<FORM><CENTER>"<br>}<br>} elseif {string toupper \$includeToolBar} == "PART" && {string toupper \$footerToolBar} == "YES"<br>}<br>}<br>addPage "u<CENTER><FORM ACTION=[mapURLForm gtool2.ct] METHOD=[P>"<br>hiddenFields {<br>addPage "u<INPUT TYPE='HIDDEN' NAME='help_for_page' VALUE='&#x27;\$pgedNameShort'>"<br>[image_gtool1.gif" "0" "u" "MIDDLE"]<FORM>"<br>}<br>}<br>addPage "u<BODY>"<HTML>"<br>}<br>}<br>proc pageHeader {headerGif headerText includeDbClickAd linkedServiceAd includeContextAd listOfJavaScripts } {<br>global urlPath gifPath pgedName Result<br>global ServiceAdGifHot ServiceAdGifCold ServiceAdURL<br>global prodnsABREWarning devTeam<br>global Service Category doubleClickDNS<br>global BROWSERTYPE PDB help_for_page C2Second<br>* * *<br>if { [string range \$headerText 0 3] != "<IMG>" } {<br>addPage "<TITLE> \$headerText</TITLE>"<br>} else {<br>addPage "<TITLE> </TITLE>"<br>}<br>} |

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| #         | #   | addPage "u<HEAD>"<BODY BGCOLOR=#FFFFFF>"<CENTER><TABLE BORDER=0 WIDTH=100%>"<TH ALIGN=LEFT>[image \$headerGif "0" "u" "u"]"u"<br># tests for adding CO-BRAND images, CO-BRAND linked images<br>if { (\$ServiceAdGifHot != "") && (\$ServiceAdGifCold != "") } {<br>if { [string range \$ServiceAdGifHot 0 6] == "http://" } {<br>set img_src_hot \$ServiceAdGifHot<br>} elseif { [string range \$ServiceAdGifHot 0 7] == "https://" } {<br>set img_src_hot \$ServiceAdGifHot<br>} else {<br>set img_src_hot [mapGif \$ServiceAdGifHot]<br>}<br>}<br>if { [string range \$ServiceAdGifCold 0 6] == "http://" } {<br>set img_src_cold \$ServiceAdGifCold<br>} elseif { [string range \$ServiceAdGifCold 0 7] == "https://" } {<br>set img_src_cold \$ServiceAdGifCold<br>} else {<br>set img_src_cold [mapGif \$ServiceAdGifCold]<br>}<br>}<br>if { [string toupper \$linkedServiceAd] == "Y" } {<br>addPage "<TH ALIGN=RIGHT><A HREF=[ServiceAdURL]><IMG SRC=\$img_src_hot BORDER=0></A>"u"<br>} elseif { [string toupper \$linkedServiceAd] == "N" } {<br>addPage "<TH ALIGN=RIGHT><IMG SRC=\$img_src_cold>"u"<br>}<br>}<br>addPage "</TABLE>"<CENTER>"u"<br>* * *<br># No Banner text for login page<br>if { \$pgedName != "login.pgd" } {<br>addPage "u<BR><CENTER><P><FONT SIZE=2>\$headerText</FONT><CENTER>"u"<br>} |



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| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |
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|           |   | <pre> if { [info exists PDB(sv_smls_flag)] &amp;&amp; [string toupper \$PDB(sv_smls_flag)] = "Y" } {     append result "&lt;TD VALIGN=MIDDLE BGCOLOR=#a0b8c8" ALIGN=CENTER     WIDTH=150&gt;&lt;A HREF=\$profile_URL&gt;&lt;B&gt;Account Information&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt;" } else {     append result "&lt;TD VALIGN=MIDDLE BGCOLOR=#a0b8c8" ALIGN=CENTER     WIDTH=150&gt;&lt;A HREF=[mapURL profmenu.ctd {}]&gt;&lt;B&gt;Account Information&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt;" } } else {     append result "&lt;TD VALIGN=MIDDLE BGCOLOR=#a0b8c8" ALIGN=CENTER     WIDTH=150&gt;Account Information&lt;/TD&gt;" } } append result " &lt;TD VALIGN=MIDDLE BGCOLOR=#a0b8c8" ALIGN=CENTER WIDTH=150&gt;&lt;A HREF=[mapURL gblhelp.ctd {pgdName}]&gt;&lt;B&gt;Help&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt; &lt;TD VALIGN=MIDDLE BGCOLOR=#a0b8c8" ALIGN=CENTER WIDTH=150&gt;&lt;A HREF=[mapURL gblmainmenu.ctd {}]&gt;&lt;B&gt;Yahoo! Travel&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt; " &lt;/TR&gt;&lt;/TABLE&gt;&lt;/TABLE&gt; " append result "&lt;CENTER&gt;&lt;BR&gt; &lt;FONT SIZE=-1&gt;Copyright &amp;copy; 1998 Yahoo! Inc. All rights reserved.&lt;/FONT&gt; &lt;BR&gt;&lt;FONT SIZE=-1&gt;Copyright &amp;copy; 1998 The SABRE Group, Inc. All rights reserved.&lt;/FONT&gt; &lt;BR&gt;&lt;FONT SIZE=-1&gt;Travelocity is a service mark of an affiliate of The SABRE Group. Inc.&lt;/FONT&gt; &lt;BR&gt; &lt;/CENTER&gt;" } if { [map TablePages \$pgdName] } {     append result "&lt;TD&gt;&lt;TABLE&gt;&lt;CENTER&gt;" } } return \$result </pre> |

Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in the Travelocity Co-Branding Prior Art   |
|-----------|---|--|
|           |   | <pre> "COMPUSENET" { set ServiceHomePage "http://www.travelocity.com/" set ServiceAdGifHot "csnet.gif" set ServiceAdGifCold "csnet.gif" set ServiceAdURL "http://www.compuserve.com/cgi-bin/gooserve?CIS:TRAVEL"  There is code at TRAVSITE59-270077 that shows how the Travelocity co-branding system would link to specific pages on the first website: addPage &lt;TH ALIGN=RIGHT&gt;&lt;A HREF=[ "\$ServiceAdURL" ]&gt;&lt;IMG SRC=\$img_src_hot BORDER=0&gt;&lt;/A&gt;" } else { [string toupper \$linkedServiceAd] = "N" } { addPage &lt;TH ALIGN=RIGHT&gt;&lt;IMG SRC=\$img_src_cold&gt;" } }  See IP-tel-1998/footerproc.inc, lines 58-110: ### Proc Name: yhoefooter ### Purpose: returns HTML for the footer for Yahoo ### Author: Barry ### Date: 7/98 ### Arguments: includeAd ### proc yhoefooter {includeAd pgdName hotProfile futureuse3} {     global PDB System     # if [info exists skip_warning] {     #     set skip_warning "N"     # }     set result "&lt;CENTER&gt;     &lt;TABLE BORDER=0 BGCOLOR=#000033" CELSPACING=0 CELLSPACING=0     WIDTH=600&gt; </pre> |

Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in the Travelocity Co-Branding Prior Art  |
|-----------|--|---|
| 3         | <p>The method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page.</p> | <p>The Travelocity Yahoo! Prior Art discloses the method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page.</p> <p>"2.3 Modify the toolbars to be Yahoo! specific. The rainbow toolbar bar.gif will be modified similar to the Travelocity Highlights toolbar (i.e. Compuserve). This will require template modifications in bar.ctd, givmod.ctd, and givmod.pgd. The modifications will only consist of URL changes back to the Yahoo! site or to existing functionality in Travel Reservations.</p> <p>The gray toolbars gtool1.gif, gtool2.gif, and gtool3.gif, will be modified only to change the "Travelocity Home" option to point to a Yahoo! Travel page. This will be a graphics modification and URL modification only."</p> <p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997 (emphasis added). See DFNDT000413-422.</p> <p>For the Private Label for Travel Online Italia:<br/>The "look and feel" customization included: "provide the ability for Travel Online Italia consumers to access the Customer Service link (FAQ's). The link will be modified to display an interim page specific to Travel Online Italia. Modifications for this page and the Customer Service Center FAQ's will be the responsibility of SI, including the removal of the e-mail functionality." See DFNDT0000315.</p> <p>In the code labeled TRAVSITE59-270045, it showed Travelocity for its co-branded sites linking to specific pages of the first website:<br/> <pre> switch \$Service {     "HILTON" {         set ServiceAdGifHot "hilton_hot.gif"         set ServiceAdGifCold "hilton_cold.gif"         set ServiceAdURL "http://www.hilton.com"     } } </pre> </p> |

Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in the Travelocity Co-Branding Prior Art   |
|-----------|---|--|
|           |   | <pre> &lt;TR&gt; &lt;TD VALIGN=MIDDLE ALIGN=CENTER&gt; &lt;TABLE BORDER=0 CELSPACING=1 CELLSPACING=1 WIDTH=100%&gt; &lt;TR&gt; if { [info exists PDB(sv_smls_flag)] &amp;&amp; [string toupper \$PDB(sv_smls_flag)] = "Y" } {     if { [info exists System] &amp;&amp; (\$System == "Dev"    \$System == "Stat"    \$System == "Cert") } {         set profile_URL \$PDB(sv_smls_uns_tst_url)     } else {         set profile_URL \$PDB(sv_smls_sec_tst_url)     }     append profile_URL \$PDB(sv_smls_yhoec_upd_prof) } if { [info exists PDB(st_guest)] &amp;&amp; \$PDB(st_guest) != "Y" } { (string toupper \$hotProfile) != "N" } } {     if { [info exists PDB(sv_smls_flag)] &amp;&amp; [string toupper \$PDB(sv_smls_flag)] = "Y" } {         append result "&lt;TD VALIGN=MIDDLE BGCOLOR=#a0b8c8" ALIGN=CENTER         WIDTH=150&gt;&lt;A HREF=\$profile_URL&gt;&lt;B&gt;Account Information&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt;"     } else {         append result "&lt;TD VALIGN=MIDDLE BGCOLOR=#a0b8c8" ALIGN=CENTER         WIDTH=150&gt;&lt;A HREF=[mapURL profmenu.ctd {}]&gt;&lt;B&gt;Account Information&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt;"     } } else {     append result "&lt;TD VALIGN=MIDDLE BGCOLOR=#a0b8c8" ALIGN=CENTER     WIDTH=150&gt;Account Information&lt;/TD&gt;" } } append result " &lt;TD VALIGN=MIDDLE BGCOLOR=#a0b8c8" ALIGN=CENTER WIDTH=150&gt;&lt;A HREF=[mapURL gblhelp.ctd {pgdName}]&gt;&lt;B&gt;Help&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt; &lt;TD VALIGN=MIDDLE BGCOLOR=#a0b8c8" ALIGN=CENTER WIDTH=150&gt;&lt;A HREF=[mapURL gblmainmenu.ctd {}]&gt;&lt;B&gt;Yahoo! Travel&lt;/B&gt;&lt;/A&gt;&lt;/TD&gt; </pre> |



Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <p>Hyperlink on the Yahoo! Travel Page.<br/> <i>Yahoo! Travel Booking Engine - High Level Requirements</i>, July 14, 1997, last modified on February 18, 1998. See DFNDI000423-428.</p> <p>"Travelocity URL's and URL parameter names will be provided to Yahoo! three weeks after start of development.</p> <p>***</p> <p>The Yahoo! travel page will include a flight express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Number of passengers</li> <li>- Leaving from / going to cities</li> <li>- Departure date / departure time</li> <li>- Return date / return time</li> </ul> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Pick-up city</li> <li>- Pick-up date / pick-up time</li> <li>- Return date / return time</li> <li>- Number of travelers</li> <li>- Type of car</li> </ul> <p>The Yahoo! travel page will include a cars express path. Modify the Travelocity entry point to accept the following parameters:</p> <ul style="list-style-type: none"> <li>- Check-in city</li> <li>- Check-in / check-out dates</li> <li>- Number of travelers</li> <li>- Number of rooms"</li> </ul> <p><i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDI000413-422.</p> <p><b>See ip-tel-1998-hotstqst.pgd, lines 1-10, 235-237:</b><br/>         #####<br/>         # NAME: hotstqst.pgd<br/>         # Purpose: Form for Hotel Request</p> |
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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <p>"&lt;TR&gt;&lt;TABLE&gt;&lt;TABLE&gt;<br/>         append result "&lt;CENTER&gt;&lt;BR&gt;<br/>         &lt;FONT SIZE=1&gt;&lt;Copyright &amp;copy; 1998 Yahoo! Inc. All rights reserved.&lt;/FONT&gt;<br/>         &lt;BR&gt;&lt;FONT SIZE=1&gt;&lt;Copyright &amp;copy; 1998 The SABRE Group, Inc. All rights reserved.&lt;/FONT&gt;<br/>         &lt;BR&gt;&lt;FONT SIZE=1&gt;Travelocity is a service mark of an affiliate of The SABRE Group, Inc.&lt;/FONT&gt;<br/>         &lt;BR&gt;<br/>         &lt;CENTER&gt;"</p> <pre> if { [noTablePages \$pgdName] } { append result "&lt;/TD&gt;&lt;/TABLE&gt;&lt;CENTER&gt;" } return \$result }         </pre> <p>The Travelocity/Yahoo! Prior Art discloses the method of claim 1 wherein the commerce object associated with the link that has been activated comprises information defining an electronic catalog having a multitude of merchant offerings, and wherein the second web page contains one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog.</p> <p>The visitor from the Yahoo! Travel page could select airline tickets, car rentals, and hotel reservations via the co-branded Yahoo! page served by SABRE Interactive.</p> <p>"2 User Interface and Site Functionality<br/>         The following functionality will remain available to the Yahoo! booking engine.<br/>         - 3 Best Itineraries<br/>         - Flights &amp; Prices - Cars<br/>         - Hotels<br/>         - Existing Reservations</p> |
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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <p># Re-Written by: Ravi Koli<br/>         # Called by: hotstqst.cdl<br/>         # Cails:<br/>         # Date: May 29, 1998<br/>         # Comments:<br/>         # Updates:<br/>         # Copyright (c) 1998 The SABRE Group inc.</p> <pre> * * * * * address "&lt;TR&gt;&lt;TD WIDTH=135&gt;&lt;FONT SIZE=2&gt;&lt;A NAME=hostname&gt;Hotel company"&lt;/FONT&gt;&lt;/TD&gt; &lt;TD&gt;[choice]list hot chain [pref]GetPDBorValue PDB[ig_hot_chain_name]" Shot_name_list "1" \$hot_value_list "" "ONCHANGE=changeComp[ds(this)]" * * * * * See ip-tel-1998-hotstqst.pgd: ##### ### start building the list of variables to be passed to ### business service following is list of common variables ### used by all the business services ##### set getHotelAvail_list "es_id=\$PDB(st_id) es_passwd=\$PDB(st_pwd) request=HOT_AVAIL_SID-\$SID if_cd=\$PDB(st_if_cd)" ##### if {[info exists more_hots] } { ##### # build up data in SABRE format # and start building the list of variables to be passed ##### # build date in SABRE format * * * * *         </pre> |
|------------------|--|--|

Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <p>- Make Changes including Buy Now<br/>         - Profile<br/>         - Login<br/>         * * *</p> <p>The Yahoo! Travel main travel page will consist of an air, car, and hotel express user interface. In addition, the interface will have links to more comprehensive request pages (frqst.pgd, frqst.pgd, hotstqst.pgd, and errstqst.pgd).<br/> <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDI000423-428.</p> <p>"2 User Interface and Site Functionality<br/>         The following functionality will remain available to the Yahoo! booking engine.<br/>         - 3 Best Itineraries<br/>         - Flights &amp; Prices<br/>         - Cars<br/>         - Hotels<br/>         - Existing Reservations<br/>         - Make Changes including Buy Now<br/>         - Profile<br/>         - Login<br/>         * * *</p> <p>The Yahoo! Travel main travel page will consist of an air, car, and hotel express user interface. In addition, the interface will have links to more comprehensive request pages (frqst.pgd, frqst.pgd, hotstqst.pgd, and errstqst.pgd).<br/> <i>Yahoo! Travel Booking Engine - Scope Definition</i>, last modified on 8/1/1997. See DFNDI000413-422.</p> <p>"1. 'Booking Engine' means a database containing availability, schedule, and price information connected to a graphical user interface that allows users of the World Wide Web to make reservations for Travel Services, as a minimum, and complete payment for such Travel Services online."<br/> <i>Travel Services Advertising and Promotion Agreement</i>, June 30, 1997. See DFNDI000388-412.</p> <p>"Purpose:<br/>         To provide the ability to make flight, car and hotel reservations via Travelocity starting from a prominent</p> |
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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

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| Claim No.<br>Patent No. 7,818,399 | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <pre>&lt;TD HEIGHT=28-&gt;&lt;FONT SIZE=2-&gt;&lt;B&gt;Hotel Chain:&lt;/B&gt;&lt;/FONT&gt;&lt;/TD&gt; &lt;TD HEIGHT=28-&gt;&lt;FONT SIZE=2-&gt;&lt;B&gt;[getCoValue HOT_AVAIL HOT_CHAIN_NAME]&lt;/B&gt;&lt;/FONT&gt;&lt;/TD&gt; # &lt;TD ROWSPAN=3 ALIGN=CENTER VALIGN=CENTER&gt;&lt;A HREF=[mapURL.hotsdetail.ct {prop_cd ln_num ht_image_list ht_st_add ht_ety_add ht_logo}]&gt;[image moreinfo2.gif 0 n n "&lt;/A&gt;&lt;/TD&gt; &lt;TD ROWSPAN=3 ALIGN=CENTER VALIGN=CENTER&gt;&lt;A HREF=[mapURL.hotsdetail.ct {prop_cd ln_num ht_image_list ht_st_add ht_ety_add ht_logo}]&gt;&lt;FONT SIZE=1&gt;More&lt;/BR&gt;&lt;BR&gt;&lt;/A&gt;&lt;/TD&gt; " if {[info exists hot_photo] &amp;&amp; \$shot_photo == "y"} {   addPage "   &lt;TD ROWSPAN=3 ALIGN=CENTER VALIGN=CENTER&gt;&lt;A HREF=[mapURL.hotsphoto.ct   {ht_hot_image_list ht_name prop_cd ht_logo}]&gt;[image camera.gif 0 n n"&lt;/A&gt;&lt;/TD&gt;   &lt;TD ROWSPAN=3 ALIGN=CENTER VALIGN=CENTER&gt;&lt;A HREF=[mapURL.hotsphoto.ct   {ht_hot_image_list ht_name prop_cd ht_logo}]&gt;&lt;FONT   SIZE=1&gt;Hot&lt;/BR&gt;&lt;BR&gt;&lt;/A&gt;&lt;/TD&gt; } else {   addPage "   &lt;TD ROWSPAN=3&gt;&lt;BR&gt;&lt;/TD&gt; "   addPage "   &lt;TD ROWSPAN=3 ALIGN=LEFT VALIGN=CENTER&gt;&lt;FONT SIZE=1&gt; "   if {[info exists geo_cd] &amp;&amp; [string trim \$geo_cd] != ""} {     addPage "[getMapQuestURL \$geo_cd \$shot_name \$ht_st_add \$ht_ety_add \$PDB{g_ety_cd}]"   } else {     addPage "&lt;BR&gt;"   } }</pre> |
|-----------------------------------|---|

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

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|-----------------------------------|---|
| Claim No.<br>Patent No. 7,818,399 | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <pre>#call business service getHotelAvail to obtain hotel #availability information business.getHotelAvail \$getHomeAvail_list switch -- \$CDError {   0 {     set pcd_name "hotsavail.pcd"   } } See ftp://c1-1998/hotsavail.pcd, lines 57-165: for { set i [firstRow HOT_AVAIL]} {\$i &gt; 0} { set i [nextRow HOT_AVAIL]} {   incr row_count   set prop_cd [getCoValue HOT_AVAIL_PROP_CD]   set ln_num [getCoValue HOT_AVAIL_LN_NUM2]   set PDB{ht_cd} [getCoValue HOT_AVAIL_HOT_CHAIN_CD]   set hot_name [getCoValue HOT_AVAIL_HOT_NAME]   set cur_cd [getCoValue HOT_AVAIL_CUR_CD]   set geo_cd [getCoValue HOT_AVAIL_GEO_CD]   set ht_st_add [getCoValue HOT_AVAIL_HOT_ADD_LN1]   set ht_ety_add [getCoValue HOT_AVAIL_HOT_ADD_LN2]   set ht_logo [getCoValue HOT_AVAIL_LOGO_NAME]   set hotel_image [getCoValue HOT_AVAIL_HOT_IMAGE]   if {[info exists hotel_image] &amp;&amp; \$hotel_image != ""} {     set ht_image_list [split \$hotel_image  ]     set hot_photo "y"   } else { set hot_photo "n" } } ##### # set star_rat [getCoValue HOT_AVAIL_HOT_RATING] # set histar_hstar # append histar \$star_rat</pre> |
|-----------------------------------|---|

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

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|-----------------------------------|--|
| Claim No.<br>Patent No. 7,818,399 | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <pre>addPage " &lt;TR&gt; &lt;TD HEIGHT=56 ROWSPAN=2 ALIGN=CENTER VALIGN=CENTER&gt; #[image [getCoValue HOT_AVAIL_HOT_CHAIN_CD] "HOTS1" "0" "n" "n" "" "" ""] [imageLogo "ht_logo" "0" "" "" "" "" ""] &lt;/TD&gt; &lt;TD HEIGHT=28-&gt;&lt;FONT SIZE=2&gt;Hotel Name:&lt;/FONT&gt;&lt;/TD&gt; &lt;TD HEIGHT=28-&gt;&lt;FONT SIZE=2&gt;Shot Name:&lt;/FONT&gt;&lt;/TD&gt; &lt;TD HEIGHT=28-&gt;&lt;FONT SIZE=2&gt;Location:&lt;/FONT&gt;&lt;/TD&gt; &lt;TD HEIGHT=28-&gt;&lt;FONT SIZE=2&gt;[getCoValue HOT_AVAIL HOT_LOCN_DESC]&lt;/FONT&gt;&lt;/TD&gt; # &lt;TD &lt;FONT SIZE=2&gt;Star Rating:&lt;/FONT&gt;&lt;/TD&gt; # " ### Star Rating ### # if {[info exists histar] &amp;&amp; \$hstar != ""} { # set prop_code [string range \$prop_cd 1 end] # addPage "&lt;A HREF=http://www3.travelocity.com/hotel/rating/hotelid=\$prop_code&gt;[image \$hstar.gif "0" "n" "n" "" "" ""]"; # } else { # addPage "Rating not available" # } addPage " &lt;TR&gt; &lt;TD COLSPAN=6&gt;&lt;HR NOSHADE SIZE=1&gt;&lt;/TD&gt;</pre> |
|-----------------------------------|--|

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Invalidity Contentions for U.S. Patent No. 7,818,399  
Travelocity Co-Branding Prior Art

|                                   |  |
|-----------------------------------|--|
| Claim No.<br>Patent No. 7,818,399 | <p>Relevant Disclosure in the Travelocity Co-Branding Prior Art</p> <pre># if {[info exists histar] &amp;&amp; \$hstar == "hstar"} { # set histar "" ##### addPage " &lt;TR&gt; &lt;TABLE BORDER=0 WIDTH=575 CELLSPACING=0 CELLSPACING=0&gt; &lt;TR&gt; &lt;TD WIDTH=65-&gt;&lt;/TD&gt; &lt;TD WIDTH=80-&gt;&lt;/TD&gt; &lt;TD WIDTH=268-&gt;&lt;/TD&gt; &lt;TD WIDTH=54-&gt;&lt;/TD&gt; &lt;TD WIDTH=54-&gt;&lt;/TD&gt; &lt;TD HEIGHT=44 ROWSPAN=2 VALIGN=CENTER ALIGN=CENTER&gt;&lt;FONT SIZE=2&gt;&lt;B&gt;&lt;/B&gt;&lt;/TD&gt; &lt;BR&gt;&lt;A HREF=[mapURL.hotsdetail.ct {ln_num prop_cd hot_name ht_image_list hot_ety_cd ht_st_add ht_ety_add ht_logo}]&gt;[image select.gif 0 n n"&lt;/A&gt;&lt;/TD&gt; " &lt;TD HEIGHT=16 COLSPAN=5 BGCOLOR=CCCCC&gt;&lt;FONT SIZE=2&gt;&lt;B&gt;Rate Range: set rate_prop [getCoValue HOT_AVAIL_HOT_MIN_RATE_FOR_PROP] if {[info exists rate_prop] &amp;&amp; \$rate_prop != ""} { addPage "[USCurrCheck \$star_cd \$rate_prop -- [USCurrCheck \$star_cd]getCoValue HOT_AVAIL HOT_MAX_RATE_FOR_PROP] per night" } else { addPage "Not Available" } addPage "&lt;/FONT&gt;&lt;/TD&gt; &lt;TR&gt;</pre> |
|-----------------------------------|--|

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| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in the Travelocity Co-Branding Prior Art |
|-----------|--|--|
| 19        | A system useful in an outsourcing provider serving web pages offering commercial opportunities, the system comprising:   | <TABLE>  |
| 19(a)     | (a) a computer store containing data, for each of a plurality of first web pages, defining a plurality of visually perceptible elements, which visually perceptible elements correspond to the plurality of first web pages; | See 1(a)-1(b), <i>supra</i> .                                |
|           | (i) wherein each of the first web pages belongs to one of a plurality of web page owners;  | See 1(a)-1(b), <i>supra</i> .                                |
|           | (ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and                         | See 1(a)-1(b), <i>supra</i> .                                |
|           | (iii) wherein the selected merchant, the outsourcing provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other;  | See 1(a)-1(b), <i>supra</i> .                                |

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| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in the Travelocity Co-Branding Prior Art |
|-----------|---|--|
| 19(b)     | (b) a computer server at the outsourcing provider, which computer server is coupled to the computer store and programmed to:                    | See 1(a)-1(c), <i>supra</i> .                                |
|           | (i) receive from the web browser of a computer user a signal indicating activation of one of the links displayed by one of the first web pages; | See 1(a)-1(c), <i>supra</i> .                                |
|           | (ii) automatically identify as the source page the one of the first web pages on which the link has been activated;                             | See 1(a)-1(c), <i>supra</i> .                                |
|           | (iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page; and            | See 1(a)-1(c), <i>supra</i> .                                |
|           | (iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays:                          | See 1(a)-1(c), <i>supra</i> .                                |
|           | (A) information associated with the commerce object associated with the link that has been activated; and                                       | See 1(a)-1(c), <i>supra</i> .                                |
|           | (B) the plurality of visually perceptible elements visually corresponding to the source page.   | See 1(a)-1(c), <i>supra</i> .                                |

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EXHIBIT 13A

To

Peter Kent's Opening Expert Report  
Regarding the Invalidity of the '135, '572  
and '399 Patents

Comparison of the U.S. Patent No. 6,629,135 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"<sup>1</sup>

Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the U.S. Patent No. 6,141,666 anticipates and/or renders obvious, alone or in combination with other prior art, the asserted claims as described in part below.

| Claim No. | Claim Language of U.S. Patent No.  | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|-----------|--|---|
| 8         | An e commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e commerce support pages, comprising the steps of: | "Although the present invention can be used in many applications which can utilize customization marketing tools unique to client/server communications across variety of communication network structures, the present invention is described in its application to PC Flowers & Gifts, an Internet site providing floral and gift services through Web site pages which are dynamically customized to the requirements of other Internet sites referring clients, i.e., consumers, to the PC Flowers & Gifts Web site pages." Column 5, lines 3-11.<br>"The automatic tracking of the participating or referring Internet sites is crucial to transparently customizing Web site pages to take advantage of brand name recognition and customer loyalty." Column 5, lines 42-45.<br><i>Also see column 9, lines 5-51; FIGs. 11A-20.</i> |
| 8(a)      | capturing a look and feel description associated with a host website;  | The '666 patent teaches:<br>• a host website ( <a href="http://homearts.com">http://homearts.com</a> , FIGs. 21A-B; and <a href="http://patfinder.com/">http://patfinder.com/</a> ; FIGs. 11A-B).<br>"The PC Flowers & Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers & Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand                      |

<sup>1</sup> Unless noted, all citations in this chart are to U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions" by William J. Tobin (filed Jan. 21, 1997, issued Oct. 31, 2000). [IDENT000001-0000053]

Comparison of the U.S. Patent No. 6,141,666 and U.S. Patent No. 6,629,135 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

|                            |  |  |
|----------------------------|--|--|
| <p>Claim No. 6.629.135</p> | <p>Chain Language of U.S. Patent No. 6.629.135</p> | <p>Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")</p> <p>The visitor computer is served an e-commerce supported page with content based on the commerce object associated with the provided link. For example, link 21B1 on the host website shown in FIG. 21C includes the selected commerce object (e.g., an electronic catalog of links to product categories (e.g., links 103-106)) sold at the HomeAirs Flower &amp; Gifts website).</p> <p>The host is the owner of a participating website (e.g., Homeairs in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B), the outsource provider is PC Flower &amp; Gifts, and the selected merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A).</p> <p>"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.</p> <p>"The Web site page 21A0 includes a hypertext link 21A1 to a Homeairs' Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements." Column 9, lines 56-62; FIGs. 21A-C.</p> <p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label, or a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site."</p> |
|----------------------------|--|--|

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Comparison of the U.S. Patent No. 6,629,135 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

|                            |   |   |
|----------------------------|---|---|
| <p>Claim No. 6.629.135</p> | <p>Chain Language of U.S. Patent No. 6.629.135</p>  | <p>Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")</p> <p>name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.</p> <p>"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homeairs", all the graphics and product categories on each page of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homeairs Web site, are fully customized in graphic and content format to reflect only the Homeairs brand name." Column 5, lines 55-60.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the sever files for the linked Web site pages are dynamically created to reflect preferences of the marketing partner, which in this instance is a private label customizing for Homeairs. Accordingly, all the server Web site pages accessed through the home page image map 2101 are anchored to PC Flowers &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homeairs' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homeairs. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homeairs." Column 10, lines 8-26; FIG. 21C.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20.</p> |
| <p>8(b)</p>                | <p>providing the host website with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object; and</p> | <p>The '666 Patent teaches:</p> <ul style="list-style-type: none"> <li>the host website (<a href="http://homeairs.com">http://homeairs.com</a>; FIGs. 21A-B; and <a href="http://pathfinder.com/">http://pathfinder.com/</a>; FIGs. 11A-B);</li> <li>a link (label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B); and</li> <li>a page (<a href="http://homeairs.com/market/Main/...">http://homeairs.com/market/Main/...</a>; FIG. 21B; and <a href="http://pathfinder.com/...">http://pathfinder.com/...</a>; FIG. 11B).</li> </ul>  |

Comparison of the U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

|                            |  |  |
|----------------------------|--|--|
| <p>Claim No. 6.629.135</p> | <p>Chain Language of U.S. Patent No. 6.629.135</p>   | <p>Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")</p> <p>Column 5, lines 18-29.</p> <p>"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homeairs", all the graphics and product categories on each page of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homeairs Web site, are fully customized in graphic and content format to reflect only the Homeairs brand name." Column 5, lines 55-60.</p> <p>"FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGS. 21C-30 are customized with only the marketing partner's brand, Pathfinder [sic]. Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homeairs Flowers &amp; Gifts", and a fully customized footer 2117, "Homeairs". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000." Column 9, line 63 - column 6, line 7; FIGs. 21C-30.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the sever files for the linked Web site pages are dynamically created to reflect preferences of the marketing partner, which in this instance is a private label customizing for Homeairs. Accordingly, all the server Web site pages accessed through the home page image map 2101 are anchored to PC Flowers &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homeairs' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homeairs. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homeairs." Column 10, lines 8-26; FIG. 21C. Also see column 9, lines 5-51; FIGs. 11A-20.</p> |
| <p>8(c)</p>                | <p>upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link.</p> | <p>The link is correlated with a selected commerce object. For example, link 21B1 on the host website shown in FIG. 21B links to the website shown in FIG. 21C. The website shown in FIG. 21C includes the selected commerce object (e.g., an electronic catalog of links to product categories (e.g., links 103-106)) sold at the HomeAirs Flower &amp; Gifts website).</p> <p>"The Web site page 21A0 includes a hypertext link 21A1 to a Homeairs' Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements.</p> <p>FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10." Column 9, lines 56-65; FIGs. 21A-C.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20.</p> <p>The host is the owner of a participating website (e.g., Homeairs in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B), the outsource provider is PC Flower &amp; Gifts, and the selected merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A).</p> <p>The '666 Patent teaches:</p> <ul style="list-style-type: none"> <li>the provided link (label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B);</li> <li>an e-commerce supported page (<a href="http://homeairs.pcflowers.com/">http://homeairs.pcflowers.com/</a>; FIG. 21C; and <a href="http://pathfinder.pcflowers.com/">http://pathfinder.pcflowers.com/</a>; FIG. 11C); and</li> <li>the host website (<a href="http://homeairs.com">http://homeairs.com</a>; FIGs. 21A-B; and <a href="http://pathfinder.com/">http://pathfinder.com/</a>; FIGs. 11A-B) associated with the provided link (label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B).</li> </ul>  |

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Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"<sup>1</sup>

Based upon the Court's claim construction order [DI 309], the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, in the U.S. Patent No. 6,141,666 anticipates and/or renders obvious, alone or in combination with other prior art, the asserted claims as described in part below.

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")   |
|-----------|---|--|
| 13        | An e-commerce outsourcing system comprising:  | "Although the present invention can be used in many applications which can utilize customization marketing tools unique to client/server communications across variety of communication network structures, the present invention is described in its application to PC Flowers & Gifts, an Internet site providing floral and gift services through Web site pages which are dynamically customized to the requirements of other Internet sites referring clients, e.g., consumers, to the PC Flowers & Gifts Web site pages." Column 5, lines 3-11.<br><br>"The automatic tracking of the participating or referring Internet sites is crucial to transparently customizing Web site pages to take advantage of brand name recognition and customer loyalty." Column 5, lines 42-45.<br><br><i>Also see</i> column 9, lines 5-11; FIGs 11A-20. |
| 13(a)     | a data store including a look and feel description associated with a host web page having a link correlated with a commerce object; and | The '666 Patent teaches:<br><ul style="list-style-type: none"> <li>a host web page (e.g., <a href="http://homearts.com/market/Main/...">http://homearts.com/market/Main/...</a>; FIG. 21B; and <a href="http://pathfinder.com/">http://pathfinder.com/</a>; FIG. 11B); and</li> <li>a link (e.g., label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B).</li> </ul> The link is correlated with a selected commerce object. For example, link 21B1 on the host website shown in FIG. 21B links to the website shown in FIG. 21C. The website shown in FIG. 21C includes the commerce object (e.g., an electronic catalog of links to product categories (e.g., links 103-106)) sold at the HomeArts Flower & Gifts website).   |

<sup>1</sup> Unless noted, all citations in this chart are to U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions" by William J. Tobin (filed Jan. 21, 1997, issued Oct. 31, 2000). [IDENT0000001-00000053]

Comparison of the U.S. Patent No. 6,629,135 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")   |
|-----------|---|--|
|           |   | The owner of the first web page is the owner of a participating Web site (e.g., HomeArts in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B), the outsourcing provider, is PC Flower & Gifts, and the selected merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A). |

Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")   |
|-----------|---|--|
|           |   | The host web page is a participating web page (e.g., HomeArts in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B), the composite web page is PC Flower & Gifts web pages, and the merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A).<br><br>"The system presents HTML documents which contain hypertext links, presented as single links or image maps, e.g., grouped links, which are anchored to data that is dynamically retrieved by the database means in response to the particular class to which the client belongs to, e.g., based on the identity of the network site referring the client to the system's server. Such a dynamic retrieval of data facilitates dynamic configuration of content on all anchored HTML documents so as to meet specific requirements of a marketing participant." Column 3, lines 23-32.<br><br>"A typical server platform includes hardware such as a CPU, e.g., Pentium microprocessor, RAM, ROM, hard drive, modem, and optional removable storage devices, e.g., floppy or CD ROM drive. The server hardware is configured by software including an operating system, e.g. Windows 95 or NT, Web server software, e.g., Netscape Commerce Server, and database software, e.g. Oracle RDBMS." Column 6, lines 46-53.<br><br>"The Web site page 21A0 includes a hypertext link 21A1 to a HomeArts Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers & Gifts Web site pages depicted in FIGs. 11C-10, but which have been customized in accordance with the marketing partner's private label requirements." Column 9, lines 56-62; FIGs. 21A-C.<br><br>"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51. |

EXHIBIT 13B

To

Peter Kent's Opening Expert Report  
Regarding the Invalidity of the '135, '572  
and '399 Patents

Comparison of the U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")   |
|-----------|---|--|
|           |   | <p>web site." Column 12, lines 47-51.</p> <p>"The Web site page 21A0 includes a hypertext link 21A1 to a Homearts Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements." Column 9, lines 56-62; FIGs. 21A-C.</p> <p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.</p> <p>"If a consumer were to visit one of the private label floral and gift services home page of the Internet site 'Homearts', all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p> <p>"FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGS. 21C-30 are customized with only the marketing partner's brand, Pathfinder [sic]. Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, 'Homearts Flowers &amp; Gifts', and a fully customized footer 2117, 'Homearts'. The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000."</p> |

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Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|-----------|---|---|
|           |   | <p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.</p> <p>"If a consumer were to visit one of the private label floral and gift services home page of the Internet site 'Homearts', all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p> <p>"FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGS. 21C-30 are customized with only the marketing partner's brand, Pathfinder [sic]. Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, 'Homearts Flowers &amp; Gifts', and a fully customized footer 2117, 'Homearts'. The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000."</p> <p>Column 9, line 63 - column 6, line 7; FIGs. 21C-30.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the server files for the linked Web site pages are dynamically created to reflect preferences of the marketing partner, which in this instance is a private label customizing for Homearts. Accordingly, all the server Web site pages accessed through the home page image map 2101 are anchored to PC Flowers &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of</p> |

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Comparison of the U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Claim Language of U.S. Patent No. 6,993,572                | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|-----------|--|---|
| 17        | An e commerce outsourcing process comprising the steps of: | <p>Column 9, line 63 - column 6, line 7; FIGs. 21C-30.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the server files for the linked Web site pages are dynamically created to reflect preferences of the marketing partner, which in this instance is a private label customizing for Homearts. Accordingly, all the server Web site pages accessed through the home page image map 2101 are anchored to PC Flowers &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label 'Homearts.' Column 10, lines 8-26; FIG. 21C.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20.</p> <p>The owner of the first web page is the owner of a participating Web site (e.g., Homearts in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B), the outsource provider is PC Flower &amp; Gifts, and the selected merchant is the vendor providing the flower or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A).</p> <p>"Although the present invention can be used in many applications which can utilize customization marketing tools unique to client/server communications across variety of communication network structures, the present invention is described in its application to PC Flowers &amp; Gifts, an Internet site providing floral and gift services through Web site pages which are dynamically customized to the requirements of other Internet sites referring clients, e.g., consumers, to the PC Flowers &amp; Gifts Web</p> |

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Comparison of the U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")   |
|-----------|--|--|
| 13(b)     | a computer processor coupled to the data store and in communication through the Internet with the host web page and programmed, upon receiving an indication that the link has been activated by a visitor computer in Internet communication with the host web page, to serve with a look and feel based on the visitor computer a composite web page to the visitor computer with a look and feel based on the look and feel description in the data store and with content based on the commerce object associated with the link. | <p>the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label 'Homearts.' Column 10, lines 8-26; FIG. 21C.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20.</p> <p>The visitor computer is served a composite web page with content based on the commerce object associated with the link. For example, link 21B1 on the host website shown in FIG. 21B links to the website shown in FIG. 21C. The website shown in FIG. 21C includes the selected commerce object (e.g., an electronic catalog of links to product categories (e.g., links 103-106)) sold at the HomeArts Flower &amp; Gifts website).</p> <p>The host web page is a participating web page (e.g., Homearts in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B), the composite web page is PC Flower &amp; Gifts web page, and the merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A).</p> <p>"A typical server platform includes hardware such as a CPU, e.g., Pentium microprocessor, RAM, ROM, hard drive, modem, and optional removable storage devices, e.g., floppy or CD ROM drive. The server hardware is configured by software including an operating system, e.g., Windows 95 or NT, Web server software, e.g., Netscape Commerce Server, and database software, e.g., Oracle RDBMS." Column 6, lines 46-53.</p> <p>"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's</p> |

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Comparison of the U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|-----------|---|---|
| 17(b)     | including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and | <p>familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homearts Flowers &amp; Gifts", and a fully customized footer 2117, "Homearts". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000."</p> <p>Column 9, line 63 - column 6, line 7; FIGs. 21C-30.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the server files for the linked Web site pages are dynamically created to reflect preferences of the marketing partner, which in this instance is a private label customizing for Homearts. Accordingly, all the server Web site pages accessed through the home page image map 2101 are anchored to PC Flowers &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20.</p> <ul style="list-style-type: none"> <li>The '666 Patent teaches:           <ul style="list-style-type: none"> <li>a web page (<a href="http://homearts.com/market/Main...">http://homearts.com/market/Main...</a>; FIG. 21B) of the first website (e.g., <a href="http://homearts.com">http://homearts.com</a>; FIGs. 21A-B; and <a href="http://pathfinder.com">http://pathfinder.com</a>...; FIGs. 11A-B); and</li> <li>a link (e.g., label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B).</li> </ul> </li> </ul> <p>The link is correlated with a commerce object. For example, link 21B1 on the host website shown in FIG. 21B links to the website shown in FIG. 21C. The website shown in FIG. 21C includes the selected commerce object (e.g., an electronic catalog of links to product categories (e.g., links 103-106)) sold at the HomeArts Flower &amp; Gifts website).</p> |

Comparison of the U.S. Patent No. 6,993,572 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")   |
|-----------|---|--|
| 17(a)     | storing a look and feel description associated with a first website in a data store associated with a second website; | <p>site pages." Column 5, lines 3-11.</p> <p>"The automatic tracking of the participating or referring Internet sites is crucial to transparently customizing Web site pages to take advantage of brand name recognition and customer loyalty." Column 5, lines 42-45.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20.</p> <p>The '666 Patent teaches:</p> <ul style="list-style-type: none"> <li>a first website (e.g., <a href="http://homearts.com">http://homearts.com</a>; FIGs. 21A-B; and <a href="http://pathfinder.com">http://pathfinder.com</a>...; FIGs. 11A-B); and</li> <li>a second website (e.g., <a href="http://homearts.pcflowers.com">http://homearts.pcflowers.com</a>; FIG. 21C; and <a href="http://pathfinder.pcflowers.com">http://pathfinder.pcflowers.com</a>; FIG. 11C).</li> </ul> <p>The first website is a participating Web site (e.g., Homearts in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B), the second website is PC Flower &amp; Gifts website, and the merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A, and 29A).</p> <p>"The system presents HTML documents which contain hypertext links, presented as single links or image maps, e.g., grouped links, which are anchored to data that is dynamically retrieved by the database means in response to the particular class to which the client belongs to, e.g., based on the identity of the network site referring the client to the system's server. Such a dynamic retrieval of data facilitates dynamic configuration of content on all anchored HTML documents so as to meet specific requirements of a marketing participant." Column 3, lines 23-32.</p> <p>"A typical server platform includes hardware such as a CPU, e.g., Pentium microprocessor; RAM, ROM, hard drive, modem, and optional removable storage devices, e.g., floppy or CD ROM drive. The server hardware is configured by software including an operating system, e.g. Windows 95 or NT, Web server software, e.g., Netscape Commerce Server, and database software, e.g. Oracle</p> |

Comparison of the U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|-----------|--|---|
| 17(c)     | upon receiving an activation of the link from a visitor computer to which the web page has been served, serving to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link. | <p>The first website is a participating Web site (e.g., Homearts in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B), the second website is PC Flower &amp; Gifts website, and the merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A).</p> <p>"The Web site page 21A0 includes a hypertext link 21A1 to a Homearts' Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements."</p> <p>"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.</p> <p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.</p> <p>"[I]f a consumer were to visit one of the private label, floral, and gift services home page of the Internet site "Homearts", all the graphics and product categories on each page of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p> <p>"FIGs. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGs. 21C-30 are customized with only the marketing partner's brand, Pathfinder [sic]. Referring to the Web site page 2100, shown in FIG. 21C, the client's</p> |

Comparison of the U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")   |
|-----------|---|--|
|           |   | <p>RDBMS." Column 6, lines 46-53.</p> <p>"The Web site page 21A0 includes a hypertext link 21A1 to a Homearts' Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements." Column 9, lines 56-62; FIGs. 21A-C.</p> <p>"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.</p> <p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.</p> <p>"[I]f a consumer were to visit one of the private label, floral, and gift services home page of the Internet site "Homearts", all the graphics and product categories on each page of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p> <p>"FIGs. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGs. 21C-30 are customized with only the marketing partner's brand, Pathfinder [sic]. Referring to the Web site page 2100, shown in FIG. 21C, the client's</p> |

Comparison of the U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|-----------|--|---|
| 20        | The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website. | Russ (label 407) in FIGs 4, 14, and 24; FTD in FIGs 5, 15, and 25; Nature's Bloom in FIGs 9, 19A, and 29A).<br>"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.<br><i>Also see</i> column 9, lines 5-51; FIGs 11A-20.  |
| 21        | The process of claim 17 wherein the look and feel description comprises data defining:   |   |
| 21(a)     | a logo associated with and displayed on at least some of the web pages of the first website;   | FIG. 2C illustrates logos 2116, 2117 on the composite web page 2100 ( <a href="http://homearts.pcflowers.com">http://homearts.pcflowers.com</a> ; FIG. 21B) that are also shown on a web page 21A0 (FIG. 21A) of the first website ( <a href="http://homearts.com">http://homearts.com</a> ; FIGs. 21A-B).<br>"Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homearts Flowers & Gifts"; and a fully customized footer 2117, "Homearts". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000." Column 9, line 67 - column 6, line 7; FIGs. 21C-30.<br><i>Also see</i> column 9, lines 5-51; FIGs. 11A-20. |
| 21(b)     | a color scheme used on at least some of the web pages of the first website;  | "The PC Flowers & Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers & Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site."   |

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Comparison of the U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|-----------|---|---|
|           |   | The first website is a participating Web site (e.g., Homearts in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B), the second website is PC Flower & Gifts website, (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 403 and 406), Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A).<br>"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.<br>"The Web site page 21A0 includes a hypertext link 21A1 to a Homearts' Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers & Gifts Web site pages depicted in FIGs. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements." Column 9, lines 56-62; FIGs. 21A-C.<br>"The PC Flowers & Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers & Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.<br>"If a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each page of the PC Flowers & Gifts Web site pages, available through a hypertext link from Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60. |

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Comparison of the U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|-----------|---|---|
|           |   | Column 5, lines 18-29<br>"If a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each page of the PC Flowers & Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.<br>"FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers & Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGS. 21C-30 are customized with only the marketing partner's brand, Pathfinder [sic]. Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homearts Flowers & Gifts", and a fully customized footer 2117, "Homearts". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000." Column 9, line 63 - column 6, line 7; FIGs. 21C-30.<br>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the server files for the linked Web site pages are dynamically created to reflect preferences of the marketing partner, which in this instance is a private label customizing for Homearts. Accordingly, all the server Web site pages accessed through the home page image map 2101 are anchored to PC Flowers & Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers & Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C.<br><i>Also see</i> column 9, lines 5-51; FIGs. 11A-20.<br>The owner of the first web page is the owner of a participating Web site (e.g., Homearts in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B), the outsourcing provider is PC Flower & Gifts, and the selected merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 403 and 406)). |

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| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|-----------|---|---|
|           |   | <p>of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p> <p>"This unique database format of server files accessed through the hypertext links permits a participating Internet site to host floral and gift services so as to take advantage of the consumer's familiarity with the participating Internet site." Column 5, line 66 - column 6, line 3.</p> <p><i>Also see</i> column 9, lines 5-51; FIGs. 11A-20.</p> |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572                                       | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|-----------|---|---|
| 21(c)     | c) a page layout used on at least some of the web pages of the first website; and | <p><i>Also see</i> column 9, lines 5-51; FIGs. 11A-20.</p> <p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label, or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.</p> <p>"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p> <p>"FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGS. 21C-30 are customized with only the marketing partner's brand, Pathfinder [sic]. Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homearts Flowers &amp; Gifts", and a fully customized footer 2117, "Homearts". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000." Column 9, line 63 - column 6, line 7; FIGs. 21C-30.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108, 112, wherein the server files for the linked Web site pages are dynamically created to reflect preferences of the marketing partner, which in this instance is a private label customizing for Homearts. Accordingly, all the server Web site pages accessed through the home page image map 2101 are anchored to PC Flowers &amp; Gifts Web</p> |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|-----------|---|---|
| 21(d)     | d) navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.  | <p>site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C.</p> <p><i>Also see</i> column 9, lines 5-51; FIGs. 11A-20.</p>  |
| 23        | The process of claim 17 wherein the commerce object is a set of product categories and further comprising accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories. | <p>FIG. 24 illustrates a web page, customized with Home Arts' look and feel, where a visitor can search for products and services. The products and services are organized into product categories.</p> <p>"Referring now to FIG. 4, there is shown a PC Flowers &amp; Gifts Web site page 400, denoted as "shop by category", accessible via a hypertext link 109 from the home page Web site 100 depicted in FIG. 1. The distinguishing comment on this Web site page 400 is that the category image map 401 includes hypertext links 402-408 which provide jumps to Web site pages indicated, respectively, as "flowers", "plants", "balloons", "Hickory Farms gourmet foods", "beans by Russ", and "greeting cards on-line." Column 7, lines 55-63.</p> <p>"FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGS. 21C-30 are customized with only the marketing partner's brand ...." Column 9, lines 63-67.</p> |

## EXHIBIT 13C

To

### Peter Kent's Opening Expert Report Regarding the Invalidity of the '135, '572 and '399 Patents

Comparison of the U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|-----------|--|---|
| 1         | <p>FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGS. 21C-30 are customized with only the marketing partner's brand, Pathfinder [sic]. Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homearts Flowers &amp; Gifts", and a fully customized footer 2117, "Homearts". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000." Column 9, line 63- column 6, line 7; FIGS. 21C-30.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the server files for the linked Web site pages are dynamically created to reflect preferences of the marketing partner, which in this instance is a private label customizing for Homearts. Accordingly, all the server Web site pages accessed through the home page image map 2101 are anchored to PC Flowers &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C.</p> <p>Also see column 9, lines 5-51; FIGS. 11A-20.</p> <p>The owner of the first web page is the owner of a participating Web site (e.g., Homearts in FIGS. 21A and 21B or Pathfinder in FIG. 11A and 11B), the outsourcing provider is PC Flower &amp; Gifts, and the selected merchant is the vendor providing the flowers or other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGS. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGS. 4, 14, and 24; FTD in FIGS. 5, 15, and 25; Nature's Bloom in FIGS. 9, 19A and 29A).</p> | <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the server files for the linked Web site pages are dynamically created to reflect preferences of the marketing partner, which in this instance is a private label customizing for Homearts. Accordingly, all the server Web site pages accessed through the home page image map 2101 are anchored to PC Flowers &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C.</p> <p>Also see column 9, lines 5-51; FIGS. 11A-20.</p> |

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Comparison of the U.S. Patent No. 7,818,399 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")   |
|-----------|--|--|
| 1         | <p>1. A method of an outsourcing provider serving web pages offering commercial opportunities, the method comprising:</p>  | <p>"Referring now to FIG. 1C there is shown PC Flowers &amp; Gifts home page Web site opportunities." Column 6, lines 55-58.</p> <p>"Although the present invention can be used in many applications which can utilize customization marketing tools unique to client/server communications across variety of communication network structures, the present invention is described in its application to PC Flowers &amp; Gifts, an Internet site providing floral and gift services through Web site pages which are dynamically customized to the requirements of other Internet sites referring clients, e.g., consumers, to the PC Flowers &amp; Gifts Web site pages." Column 5, lines 3-11.</p> <p>"The automatic tracking of the participating or referring Internet sites is crucial to transparently customizing Web site pages to take advantage of brand name recognition and customer loyalty." Column 5, lines 42-45.</p> <p>Also see column 9, lines 5-51; FIGS. 11A-20.</p> |
| 1(a)      | <p>automatically, at a server of the outsourcing provider, in response to activation, by a web browser of a computer user, of a link displayed by one of a plurality of first web pages, recognizing as the source page the one of the first web pages on which the link has been activated; (f) wherein each of the first web pages belongs to one of a plurality of web page</p> | <p>The '666 Patent teaches</p> <ul style="list-style-type: none"> <li>• a link (e.g., label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B)</li> <li>• first web pages, recognizing as the source page the one of the first web pages (e.g., http://homearts.com; FIGS. 21A-B; and http://pathfinder.com.; FIGS. 11A-B)</li> <li>• the second website page (e.g., http://homearts.pcflowers.com.; FIG. 21C; and http://pathfinder.pcflowers.com.; FIG. 11C)</li> </ul> <p>"Each private label web site has on each page a custom icon that hyperlinks back to</p>  |

<sup>1</sup> Unless noted, all citations in this chart are to U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions" by William J. Tobin (filed Jan. 21, 1997, issued Oct. 31, 2000). [DFTN0000001-0000053]

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Comparison of the U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|-----------|--|---|
| 1(b)      | <p>automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then</p> | <p>"The system also includes a database responsive to the server which dynamically retrieves data stored on the system, in accordance with stored requirements which define the customization for the particular class of clients, to provide customized content on HTML documents. Lastly, the system includes a processing subsystem for manipulating the server and database software tools in response to the HTML tagged requests from the client." Column 2, line 54 through column 3, line 2.</p> <p>"Preferably, the database software operating in conjunction with the server software tool is a commercially available database tool, known as RDBMS, which is produced by Oracle software company. It is understood that other commercially available web server and database software tools may be employed as described herein within the scope and intent of the present invention." Column 3, lines 9-14.</p> <p>"The database format of hypertext links enables development of 'private label' and 'co-branded' floral and gift services that can be customized for many of the major Web sites on the Internet and online services. For example, if a consumer were to visit one of the private label floral and gift services home page of the Internet site 'Homearts', all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name. As another example, all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Pathfinder Web site, are partially customized in graphic and content format to reflect both the PC Flowers &amp; Gifts and Pathfinder brand names. This unique database format of server files accessed through the hypertext links permits a participating Internet site to host floral and gift services so as to take advantage of the consumer's familiarity with the participating Internet site." Column 3, line 51 through column 6, line 3.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the server files for the linked Web site pages are dynamically created to reflect preferences of the marketing partner, which in this instance is a private label</p> |

4

Comparison of the U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Claim Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")  |
|-----------|--|---|
|           | <p>owners; (i) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and (ii) wherein the selected merchant, the outsourcing provider, and the owner of the first web page are each third parties with respect to one other;</p> | <p>the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.</p> <p>"A hypertext link 11A1 provides a jump to a Web site page 11B0, shown in FIG. 11B, which provides shopping opportunities to the client. The Web site page 11B0 contains hypertext links, 11B2, 11B3, and 11B4, which provide jumps to Web site pages, related to the PC Flowers and Gifts marketing program for floral and gift services, which are co-branded with the participating Web site partner, in this instance Pathfinder."</p> <p>"The Web site page 21A0 includes a hypertext link 21A1 to a Homearts' Web site page 21B1, shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements." Column 9, lines 56-62; FIGS. 21A-C.</p> <p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label, or a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers' [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.</p> <p>"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site 'Homearts', all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p> |

2

Comparison of the U.S. Patent No. 7,818,399 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Chain Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")   |
|-----------|---|--|
| 19        | <p>links containing one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog.</p> <p>A system useful in an outsourcing provider serving the system comprising:</p> | <p>"Hickory F arms gourmet foods"; "bears by Russ"; and "greeting cards on-line." Column 7, lines 55-63.</p> <p>"FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGS. 21C-30 are customized with only the marketing partner's brand ..." Column 9, lines 63-67.</p> <p>"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p> <p>"This unique database format of server files accessed through the hypertext links permits a participating Internet site to host floral and gift services so as to take advantage of the consumer's familiarity with the participating Internet site." Column 5, line 60 - column 6, line 3.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20 and FIG. 24</p> <p>See 1, <i>supra</i>.</p> <p>"Referring now to FIG. 1C there is shown PC Flowers &amp; Gifts home page Web site 100 providing Internet consumers a variety of floral and gift purchasing opportunities." Column 6, lines 55-58.</p> <p>"Although the present invention can be used in many applications which can utilize customization marketing tools unique to client/server communications across variety of communication network structures, the present invention is described in its application to PC Flowers &amp; Gifts, an Internet site providing floral and gift services through Web site pages which are dynamically customized to the requirements of other Internet sites referring clients, e.g., consumers, to the PC Flowers &amp; Gifts Web site pages." Column 5, lines 3-11.</p> <p>"The automatic tracking of the participating or referring Internet sites is crucial to</p> |

Comparison of the U.S. Patent No. 7,818,399 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Chain Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")   |
|-----------|---|--|
| 1(c)      | <p>automatically with the server computer generating and transmitting to the web browser a second web page that includes: (i) information associated with the commerce object associated with the link that has been activated, and (ii) a plurality of visually perceptible elements derived from the retrieved pre-stored data and visually corresponding to the source page.</p> | <p>customizing for Homearts. Accordingly, all the server Web site pages accessed through the home page image map 2101 are anchored to PC Flowers &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C.</p> <p>See also 3, <i>infra</i>.</p> <p>The web browser is served a second page with information associated with the commerce object associated with the link that has been activated. For example, link 21B1 on the host website shown in FIG. 21B links to the website shown in FIG. 21C. The website shown in FIG. 21C includes the selected commerce object (e.g., an electronic catalog of links to product categories (e.g., links 103-106)) sold at the HomeArts Flower &amp; Gifts website).</p> <p>"The system employs a server software tool for presenting HTML tagged information which is customized according to a particular class to which a client, accessing the system, belongs to." Column 2, lines 59-62.</p> <p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.</p> |

Comparison of the U.S. Patent No. 7,818,399 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Chain Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")   |
|-----------|--|--|
| 3         | <p>The method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page.</p> | <p>"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20.</p> |

Comparison of the U.S. Patent No. 7,818,399 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Chain Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")   |
|-----------|--|--|
| 19(a)     | <p>(a) a computer store containing data, for each of a plurality of first web pages, defining a plurality of visually perceptible elements, which visually perceptible elements correspond to the plurality of first web pages; (i) wherein each of the first web pages belongs to one of a plurality of web page owners; (ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and (iii) wherein the selected merchant, the outsourcing provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other;</p> | <p>transparently customizing Web site pages to take advantage of brand name recognition and customer loyalty." Column 5, lines 42-45.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20.</p> <p>The '666 Patent teaches:</p> <ul style="list-style-type: none"> <li>an active link (e.g., label 21B1 in FIG. 21B; and label 11B3 in FIG. 11B); and</li> <li>first web pages (e.g., <a href="http://homearts.com">http://homearts.com</a>; FIGs. 21A-B; and <a href="http://pathfinder.com/">http://pathfinder.com/</a>; FIGs. 11A-B).</li> </ul> <p>"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.</p> <p>"A hypertext link 11A1 provides a jump to a Web site page 11B0, shown in FIG. 11B, which provides shopping opportunities to the client. The Web site page 11B0 contains hypertext links, 11B2, 11B3, and 11B4, which provide jumps to Web site pages, related to the PC Flowers and Gifts marketing program for floral and gift services, which are co-branded with the participating Web site partner, in this instance Pathfinder."</p> <p>"The Web site page 21A0 includes a hypertext link 21A1 to a Homearts' Web site page 21B1 shown in FIG. 21B, which offers marketing services to clients. The hypertext link 21B1 provides a jump to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10, but which have been customized in accordance with the marketing partner's private label requirements." Column 9, lines 56-62; FIGs. 21A-C.</p> <p>"The PC Flowers &amp; Gifts marketing program comprising the floral and gift Web site pages are dynamically customized in accordance with the participating Internet site's requirements which may be co-branded, private label or, a program of labeling unique to the participating Web site. More specifically, the PC Flowers &amp; Gifts Web site pages are customized in both a graphic and a content format to take advantage of the consumers [sic] familiarity with the participating Internet site's position in the marketplace, the consumer's trust in the participating Internet site's established brand</p> |

Comparison of the U.S. Patent No. 7,818,399 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Chain Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")   |
|-----------|---|--|
| 7         | <p>The method of claim 1 wherein the commerce object associated with the link that has been activated comprises information defining an electronic catalog having a multitude of merchant offerings, and wherein the second web</p> | <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the server files for the linked Web site pages are dynamically created to reflect preferences of the marketing partner, which in this instance is a private label, customizing for Homearts. Accordingly, all the server Web site pages accessed through the home page image map 2101 are anchored to PC Flowers &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20.</p> <p>"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20.</p> <p>"Referring now to FIG. 4 there is shown a PC Flowers &amp; Gifts Web site page 400, denoted as "shop by category", accessible via a hypertext link 109 from the home page Web site 100 depicted in FIG. 1. The distinguishing content on this Web site page 400 is that the category image map 401 includes hypertext links 402-408 which provide jumps to Web site pages indicated, respectively, as "flowers", "plants", "ballrooms",</p> |

Comparison of the U.S. Patent No. 7,818,399 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

| Claim No. | Chain Language of U.S. Patent No. 7,818,399  | Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")   |
|-----------|--|--|
| 7         | <p>The method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page.</p> | <p>"Each private label web site has on each page a custom icon that hyperlinks back to the private label partner's web site, a navigation bar that hyperlinks to areas within the private label partner's web site and maintains the look and feel of the partner's web site." Column 12, lines 47-51.</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20.</p> |

Comparison of the U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

|                  |  |  |
|------------------|--|--|
| <p>Claim No.</p> | <p>Chain Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")</p> <p>one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name. As another example, all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Pathfinder Web site, are partially customized in graphic and content format to reflect both the PC Flowers &amp; Gifts and Pathfinder brand names. This unique database format of server files accessed through the hypertext links permits a participating Internet site to host floral and gift services so as to take advantage of the consumer's familiarity with the participating Internet site." Column 5, line 51 through column 6, line 3.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the server files for the linked Web site pages are dynamically created to reflect preferences of the marketing partner, which in this instance is a private label customizing for Homearts. Accordingly, all the server Web site pages accessed through the home page image map 2101 are anchored to PC Flowers &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C.</p> |
|------------------|--|--|

Comparison of the U.S. Patent No. 7,818,399 and U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

|                  |  |   |
|------------------|--|---|
| <p>Claim No.</p> | <p>Chain Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")</p> <p>name, or the consumer's existing relationship with the participating Web site." Column 5, lines 18-29.</p> <p>"[I]f a consumer were to visit one of the private label floral and gift services home page of the Internet site "Homearts", all the graphics and product categories on each of the PC Flowers &amp; Gifts Web site pages, available through a hypertext link from a Homearts Web site, are fully customized in graphic and content format to reflect only the Homearts brand name." Column 5, lines 55-60.</p> <p>"FIGS. 21C-30 show private label Web site pages that correlate to the PC Flowers &amp; Gifts Web site pages depicted in FIGS. 1C-10. However, the Web site pages of FIGS. 21C-30 are customized with only the marketing partner's brand, Pathfinder [sic]. Referring to the Web site page 2100, shown in FIG. 21C, the client's familiarity with the marketing partner's brand is reinforced through the use of a fully customized header 2116, "Homearts Flowers &amp; Gifts", and a fully customized footer 2117, "Homearts". The fully customized header 1116 and footer 2117 are also used on Web site pages 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900 and 3000." Column 9, line 63 - column 6, line 7; FIGs. 21C-30.</p> <p>"Still referring to FIG. 21C, like the home page image map 101 discussed above, the home page image map 2101 herein is a grouping of the hypertext links 108-112, wherein the server files for the linked Web site pages are dynamically created to reflect preferences of the marketing partner, which in this instance is a private label customizing for Homearts. Accordingly, all the server Web site pages accessed through the home page image map 2101 are anchored to PC Flowers &amp; Gifts Web site pages that are dynamically created with fully customized graphic and text features according to Homearts' preferences. Such a private label customization of the Web site pages takes advantage of the client's existing relationship and familiarity with the marketing partner, Homearts. In addition, the hypertext link grouping 2103 retains the links 102-107 of the PC Flowers &amp; Gifts Web site pages, however, like the home page image map 2101, the hypertext link grouping 2103 provides jumps to PC Flowers and Web site pages that are fully customized with the private label Homearts." Column 10, lines 8-26; FIG. 21C.</p> |
|------------------|--|---|

Comparison of the U.S. Patent No. 6,141,666 "Method and system for customizing marketing services on networks communicating with hypertext tagging conventions"

|                  |  |  |
|------------------|--|--|
| <p>Claim No.</p> | <p>Chain Language of U.S. Patent No. 7,818,399</p>   | <p>Relevant Disclosure in U.S. Patent No. 6,141,666 ("the '666 patent")</p> <p>Also see column 9, lines 5-51; FIGs. 11A-20.</p> <p>The owner of the first web page is the owner of a participating Web site (e.g., Homearts in FIGs. 21A and 21B or Pathfinder in FIG. 11A and 11B), the outsourcing provider is PC Flower &amp; Gifts, and the selected merchant is the vendor providing the flowers and other products (e.g., FTD (label 301), Nature's Bloom, and Flowers Direct From Grower in FIGs. 3, 13, and 23; Hickory Farms (labels 405 and 406), Russ (label 407) in FIGs. 4, 14, and 24; FTD in FIGs. 5, 15, and 25; Nature's Bloom in FIGs. 9, 19A and 29A).</p> <p>The visitor computer is served an e-commerce supported page with content based on the commerce object associated with the provided link. For example, link 21B1 on the host website shown in FIG. 21B links to the website shown in FIG. 21C. The website shown in FIG. 21C includes the selected commerce object (e.g., an electronic catalog of links to product categories (e.g., links 103-106)) sold at the HomeArts Flower &amp; Gifts website).</p> <p>"The system also includes a database responsive to the server which dynamically retrieves data stored on the system, in accordance with stored requirements which define the customization for the particular class of clients, to provide customized content on HTML documents. Lastly, the system includes a processing subsystem for manipulating the server and database software tools in response to the HTML tagged requests from the client." Column 2, line 54 through column 3, line 2.</p> <p>"Preferably, the database software operating in conjunction with the server software tool is a commercially available database tool, known as ROBMS, which is produced by Oracle software company. It is understood that other commercially available web server and database software tools may be employed as described herein within the scope and intent of the present invention." Column 3, lines 9-14.</p> <p>"The database format of hypertext links enables development of "private label" and "co-branded" floral and gift services that can be customized for many of the major Web sites on the Internet and online services. For example, if a consumer were to visit</p> |
| <p>19(b)</p>     | <p>(b) a computer server at the outsourcing provider, which computer server is coupled to the computer store and programmed to: (i) receive from the web browser of a computer user a signal, indicating activation of one of the links displayed by one of the first web pages; (ii) automatically identify as the source page the one of the first web pages on which the link has been activated; (iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page; and (iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays: (A) information associated with the commerce object associated with the link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source page.</p> | <p>(b) a computer server at the outsourcing provider, which computer server is coupled to the computer store and programmed to: (i) receive from the web browser of a computer user a signal, indicating activation of one of the links displayed by one of the first web pages; (ii) automatically identify as the source page the one of the first web pages on which the link has been activated; (iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page; and (iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays: (A) information associated with the commerce object associated with the link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source page.</p>   |

EXHIBIT 14A

To

Peter Kent's Opening Expert Report Regarding the Invalidity of the '135, '572 and '399 Patents

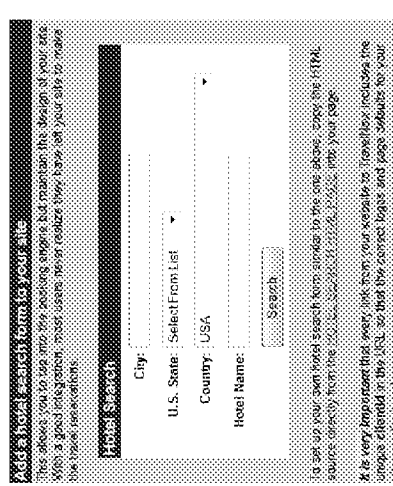
Comparison of the U.S. Patent No. 6,629,135 and the TravelNow.com Prior Art  
Confidential – Outside Counsel Only

Based upon the Court's claim construction order (DI 309), the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the TravelNow.com Prior Art anticipates and/or renders obvious, alone or in combination with other prior art, the asserted claims as described in part below.

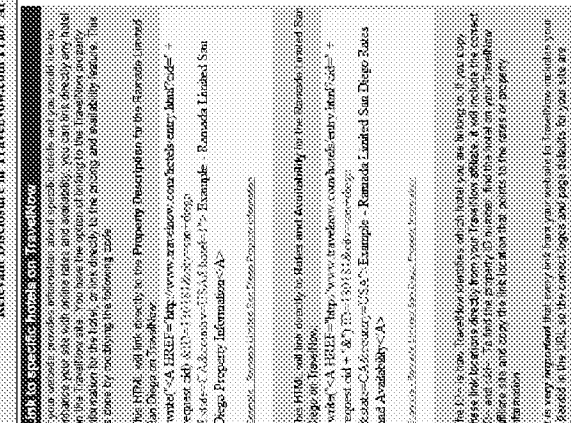
| Claim No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in TravelNow.com Prior Art   |
|-----------|--|--|
| 8         | An e-commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages, comprising the steps of: | The prior art TravelNow.com system was an e-commerce outsourcing process providing transparent e-commerce support pages.<br>To the extent the preamble is limiting, see below.   |
| 8(a)      | capturing a look and feel description associated with a host website;  | The prior art TravelNow.com system captured a look and feel description associated with a host website.<br><a href="#">See sjs/a/affiliateinfo/signup/integratetravelnow.html<sup>2</sup></a><br>The screen shot below is a portion of a webpage that is rendered in a web browser whenever the code is run. One piece of text in the table reads: "It is very important that every link from your website to TravelNow includes your <a href="#">affiliateid</a> in the URL, so the correct logos and page defaults for your site are displayed." |

<sup>1</sup> Unless noted, all files referenced in this chart have been produced on a CD (HOT0000358). The remaining documents have been produced at DFNDT0000433-486 and DFNDT0000433-486, HOT000282-283.

<sup>2</sup> HOT0000358.

| Claim No. | Claim Language of U.S. Patent No. 6,629,135  | Relevant Disclosure in TravelNow.com Prior Art  |
|-----------|--|---|
|           | integration, most users never realize they have left your site to make the travel reservations."       |  A screenshot of a search form on the TravelNow.com website. The form includes fields for City, U.S. State (with a dropdown menu), Country (set to USA), and Hotel Name. A red-bordered box highlights a warning message: "Please be sure to include your affiliate ID in the URL. If you do not, you will not receive credit for your referrals. If you are a good referrer, most users will not realize they have left your site to make the travel reservations." Below the form, there is a note: "It is very important that every link from your website to TravelNow includes the affiliate ID in the URL, so that the correct logos and page defaults for your site are displayed." |
|           | Representative <sup>3</sup> portions of the code that render the above website images are shown below: | Representative <sup>3</sup> portions of the code that render the above website images are shown below:<br><pre>&lt;P&gt;&lt;B&gt;&lt;I&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;It is very important&lt;/I&gt;&lt;/B&gt;&lt;/P&gt;<br/>SIZE="1" FACE="Arial,Helvetica"&gt; that every link from your website to</pre>   |

<sup>3</sup> Where possible in this table and others, primarily in the interest of keeping these tables from being too lengthy, representative portions of the code have been used. The full piece of code relied on, for example, is cited above at [sjs/a/affiliateinfo/signup/integratetravelnow.html](#).

| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in TravelNow.com Prior Art   |
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|           |   |  A screenshot of the same search form as in the previous table, but with HTML code overlaid on it. The code includes: <pre>FACE="Arial,Helvetica"&gt;&lt;FONT COLOR="#ff0000" SIZE="1" the URL, so the correct logos and page defaults for your site are displayed.&lt;/FONT&gt;&lt;/TD&gt;&lt;/TR&gt;&lt;/TABLE&gt;&lt;/P&gt;<br/>&lt;P&gt;&lt;TABLE WIDTH="480" CELLPADDING="2" BGCOLOR="#efefef" BORDER="0" CELLSPACING="0"&gt;<br/>&lt;TR&gt;<br/>&lt;TD BGCOLOR="#42088"&gt;<br/>&lt;A NAME="anchor34833"&gt;&lt;A&gt;&lt;STRONG&gt;&lt;FONT COLOR="#ffff" FACE="Arial,Helvetica"&gt;Add a hotel search form to your site&lt;/FONT&gt;&lt;/STRONG&gt;&lt;/TD&gt;&lt;/TR&gt;<br/>&lt;TR&gt;<br/>&lt;TD BGCOLOR="#42088"&gt;<br/>&lt;TD BGCOLOR="#42088"&gt;<br/>&lt;STRONG&gt;&lt;FONT COLOR="#ffff" FACE="Arial,Helvetica"&gt;Custom interfaces&lt;/FONT&gt;&lt;/STRONG&gt;&lt;/TD&gt;&lt;/TR&gt;&lt;/TABLE&gt;&lt;/P&gt;</pre> |

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| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> } if ((CheckNull(cloneurs.Link)){ var cloneLink = "#"+cloneurs.Link } } if ((CheckNull(cloneurs.Text)){ var cloneText = "#"+cloneurs.Text } } // Set Clone Variables for Tables if ((CheckNull(cloneurs.TableBack)){ var cloneTableBack = "#"+cloneurs.TableBack } } if ((CheckNull(cloneurs.TableColor)){ var cloneTableColor = "#"+cloneurs.TableColor } } if ((CheckNull(cloneurs.TableBody1)){ var cloneTableBody1 = "#"+cloneurs.TableBody1 } } if ((CheckNull(cloneurs.TableBody2)){ var cloneTableBody2 = "#"+cloneurs.TableBody2 } } if ((CheckNull(cloneurs.TableBorder)){ var cloneTableBorder = cloneurs.TableBorder } } } if ((CheckNull(cloneurs.Ads)){ if (cloneurs.Ads == "0"){ cloneAds = false } } } } if ((CheckNull(cloneurs.HotListFrame)){ cloneHotList = cloneurs.HotListFrame + "" } } </pre> |
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| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> &lt;TD BGCOLOR="#efefef"&gt; &lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;TravelNow has a co-branding option that allows you to develop a custom interface to the TravelNow booking engine using your own logos, backgrounds and font properties. &lt;BR&gt; For more information, please contact Billy Anderson at &lt;A href="mailto:billya@travelnow.com"&gt;billya@travelnow.com&lt;/A&gt; or &lt;A href="mailto:billya@travelnow.com"&gt;billya@travelnow.com&lt;/A&gt;&lt;/TD&gt; &lt;/TR&gt; -&gt;&lt;/P&gt; </pre> <p><b>See also <a href="http://hotels.hotavail.html">http://hotels.hotavail.html</a>:</b></p> <p>The following representative portion of the code shows TravelNow automating the process, insofar as DDR is using the term automating, of capturing a look and feel description associated with a host website:</p> <pre> &lt;-server&gt; // Do stuff for Clones //Set Clone Defaults var cloneTableBack = "#34208b" var cloneTableColor = "#FFFFFF" var cloneTableBody1 = "#f0f0f0" var cloneTableBody2 = "#d7d7d7" var cloneTableBorder = "0" var clonebackground = "" var clonebgcolor = "#FFFFFF" var cloneLink = "" var clonevlink = "" var cloneLink = "" var cloneText = "" </pre> |
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| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> } //close the Clone Cursor cloneurs.close(); } } if ((CheckNull(request.FromS)){ background="http://www.travelnow.com/images/clones"+ request.cid + ".jpg.gif" bgcolor="#"+ clonebgcolor + "" } } else { if ((CheckNull(clonebackground)){ write("&lt;body leftmargin=5 marginwidth=5 background="+"" + clonebackground + "+ bgcolor="+ clonebgcolor + "" )} } else { write("&lt;body leftmargin=5 marginwidth=5 bgcolor="+"" + clonebgcolor + "" )} } } write(" aLink="+ cloneLink + "&amp; vlink="+ clonevlink + "&amp; clonevlink = cloneLink + "&amp; text="+ cloneText + "&amp; onLoad=procoff(process); return true;"); } } if ((CheckNull(request.FromS)){ write("&lt;table border=0 width=480&gt;&lt;tr&gt;&lt;td&gt;&lt;a href="+"" + cloneHomeurl + "&amp; "&gt;&lt;img border=0 alt="Hotel Reservations" src="http://www.travelnow.com/images/clones"+ request.cid + ".logo.gif"&gt;&lt;/td&gt;&lt;tr&gt;&lt;td&gt;&lt;table&gt;&lt;tr&gt;&lt;td&gt; } } else { WriteTheBFram(theBFram(cloneHomeurl)); write out the bannerframe for clones } } } </pre> |
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| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> var cloneHomeurl = "" var cloneAds = true var theBFram = "" var cloneHotList = "1" //default to yes have a separate from for hotel list if (request.cid != 1){ cloneurs = database.cursor("select * from clones where id =" + request.cid) while(cloneurs.next()){ if (""+cloneurs.bannerframe != "null"){ theBFram = cloneurs.bannerframe; } } if ((CheckNull(cloneurs.HomeURL)){ var cloneHomeurl = cloneurs.HomeURL } } // Set Clone Variables for body if ((CheckNull(cloneurs.background)){ var clonebackground = cloneurs.background } } if ((CheckNull(cloneurs bgcolor)){ var clonebgcolor = "#"+cloneurs bgcolor } } } if ((CheckNull(cloneurs.ALink)){ var cloneLink = "#"+cloneurs.ALink } } } if ((CheckNull(cloneurs.vlink)){ var clonevlink = "#"+cloneurs.vlink } } } </pre> |
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| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in TravelNow.com Prior Art<br>for you to use when linking to TravelNow. This unique URL identifies traffic from your website so you receive credit when a reservation is made. <BR><br><br><b>See <a href="http://www.travelnow.com/affiliate/signup/integratedtravelnow.html">sis/affiliate/signup/integratedtravelnow.html</a>:</b><br>The screen shot below is a portion of a webpage that is rendered in a web browser whenever the code is run. One piece of text in the table reads: "After signing up for the affiliate program you are assigned a unique URL to be used when linking to TravelNow. This allows TravelNow to track reservations coming from your site." |
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| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in TravelNow.com Prior Art<br><br>// End stuff for Clones<br><br><b>See also:</b><br>Archived webpages for www.statenslandonline.com (DFNDI0000433-0000486, HOT000282-283). The archived webpages show that www.statenslandonline.com was a TravelNow.com affiliate as early as April, 18, 1997. The archived webpages also show a link for "Worldwide Hotel Reservations and Rates" that is provided by TravelNow.com. As shown in the corresponding source code, that link is to "http://www2.travelnow.com/s?clientid=195". Activating that link takes a visitor to a webpage "Staten Island Online Worldwide Hotel Database" with a URL of www2.travelnow.com/s?clientid=195 — a page that has the look and feel of www.statenslandonline.com. It also discloses the capability to search for hotel rooms.<br><br>The prior art TravelNow.com system provided the host website (the affiliate) with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object, such as a hotel or a group of hotels.<br><br><b>See <a href="http://www.statenslandonline.com/affiliate/signup/index.html">sis/affiliate/signup/index.html</a>:</b><br><br>The screen shot below is a portion of a webpage that is rendered in a web browser whenever the code is run. One piece of text in the table reads: "When you sign up for the affiliate program, a unique URL will be assigned for you to use when linking to TravelNow. This unique URL identifies traffic from your website so you receive credit when a reservation is made." |
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| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in TravelNow.com Prior Art<br><br><b>Basic link to TravelNow</b><br>After signing up to the affiliate program you are assigned a unique URL to be used when linking to TravelNow. This allows TravelNow to track reservations coming from your site.<br><br>The URL will be similar to:<br><br>http://www.travelnow.com/affiliate/signup/integratedtravelnow.html<br><br>The unique URL code is the unique ID number TravelNow has assigned to your site.<br><br>Once you are signed up, you will receive an HTML code and posting it directly into your page will enable you to track reservations.<br><br>http://www.travelnow.com/affiliate/signup/integratedtravelnow.html<br><br>TravelNow suggests making a local copy of an approved TravelNow logo on your server to enhance page load times for your users. Please see the <a href="#">TravelNow Logo Page</a> for a list of approved TravelNow logos.<br><br><b>It is very important that every link from your website to TravelNow includes the unique URL code in the URL so that reservations can be tracked to your site.</b><br><br>The text in the next table, which is shown in the screen shot below, further discusses the link to specific hotels provided to the host website. |
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| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | Relevant Disclosure in TravelNow.com Prior Art<br><br><b>How does TravelNow track reservations?</b><br>When you sign up for the affiliate program, a unique URL will be assigned for you to use when linking to TravelNow. This unique URL identifies traffic from your website so you receive credit when a reservation is made.<br><br>There are several reporting methods to track your progress on the progress of your site.<br><br>• Daily emails - You will receive an email every time a reservation originates from your site. The email will summarize the details of each reservation from the reservations you made. This allows you to keep a running total on reservations and your commission.<br>• Online business reports - The web based statistics application allows you query a wide range of data about the performance of your site. It is particularly useful if you want to track conversions over time, to see if modifications are generating on your site have had the desired impact on your reservations. See the <a href="#">Statistics Application</a> .<br>• Monthly summary reports - A summary report is emailed every month containing all commissions collected and an update on the status of all reservations originating from your site.<br><br>How do I become an affiliate?<br>If you are interested in becoming an affiliate, please contact us at <a href="mailto:affiliate@travelnow.com">affiliate@travelnow.com</a> or follow the steps for <a href="#">signing up to become an affiliate</a> .<br><br>Representative portions of the code that render the above website images are shown below:<br><br><TR><br><TD BGCOLOR=#474747><br><P><B><FONT COLOR=#000000" SIZE=-1" FACE="Arial,Helvetica">How does TravelNow track reservations? <BR><br><FONT><B><FONT COLOR=#000000" SIZE=-1" FACE="Arial,Helvetica">When you sign up for the affiliate program, a unique URL will be assigned |
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| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | <p>with TravelNow &lt;FONT&gt;&lt;B&gt;&lt;/B&gt;&lt;/FONT&gt;</p> <p>&lt;P&gt;&lt;FONT FACE="Arial"&gt;This URL &lt;a href="http://www.travelnow.com/affiliate/?cid=" + request.cid + "" target="top"&gt;&lt;server&gt;write("http://www.travelnow.com/affiliate/?cid=" + request.cid)&lt;/server&gt;&lt;/a&gt; is unique to your site. The &lt;FONT&gt;&lt;FONT COLOR="#ff0000" FACE="Arial"&gt;&lt;server&gt;write("cid=" + request.cid)&lt;/server&gt;&lt;/FONT&gt;&lt;FONT FACE="Arial"&gt;identifies reservations originating from your site. Always include it when linking to TravelNow.</p> <p>&lt;/FONT&gt;</p> <p><b>See also <a href="http://www.hotels/hotavail.html">sites/hotels/hotavail.html</a>?</b></p> <p>The following representative portion of the code shows TravelNow automating the process, insofar as DDR is using the term automating, of capturing a look and feel description associated with a host website:</p> <pre>&lt;server&gt; // Do stuff for Clones ----- // Set Clone Defaults var cloneTableBack = "#34208b" var cloneTableColor = "#ffffff" var cloneTableBody1 = "#ff0f0f" var cloneTableBody2 = "#d7d7d7" var cloneTableBorder = "0" var clonebackground = "" var clonebgcolor = "#ffffff" var clonealink = "" var clonevlink = ""</pre> |
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| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | <p>&lt;P&gt;&lt;FONT FACE="Arial"&gt;This URL &lt;a href="http://www.travelnow.com/affiliate/?cid=" + request.cid + "" target="top"&gt;&lt;server&gt;write("http://www.travelnow.com/affiliate/?cid=" + request.cid)&lt;/server&gt;&lt;/a&gt; is unique to your site. The &lt;FONT&gt;&lt;FONT COLOR="#ff0000" FACE="Arial"&gt;&lt;server&gt;write("cid=" + request.cid)&lt;/server&gt;&lt;/FONT&gt;&lt;FONT FACE="Arial"&gt;identifies reservations originating from your site. Always include it when linking to TravelNow.</p> <p>&lt;/FONT&gt;</p> <p><b>See also:</b></p> <p>Archived webpages for www.statenslandonline.com (DFNDT0000433-0000486, HOT000282-283). The archived webpages show that www.statenslandonline.com was a TravelNow.com affiliate as early as April, 18, 1997. The archived webpages also show a link for "Worldwide Hotel Reservations and Rates" that is provided by TravelNow.com. As shown in the corresponding source code, that link is to "http://www2.travelnow.com/s/?cid=195". Activating that link takes a visitor to a webpage "Staten Island Online Worldwide Hotel Database" with a URL of www2.travelnow.com/s/?cid=195 — a page that has the look and feel of www.statenslandonline.com. It also discloses the capability to search for hotel rooms.</p> <p>The prior art TravelNow.com system provided links to be used at the host website as described above for element (b). When such a link was activated, the prior art TravelNow.com system would serve to a visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link.</p> <p><b>See also <a href="http://www.hotels/hotavail.html">sites/affiliatefor/signup/success.html</a>?</b></p> |
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| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | <p>with TravelNow &lt;FONT&gt;&lt;B&gt;&lt;/B&gt;&lt;/FONT&gt;</p> <pre>var clonealink = "" var clonevlink = "" var clonehomeurl = "" var cloneAds = true var theBFrame = "" var clonehotlist = "1" //default to yes have a separate form for hotel list if (request.cid != 1) { cloneurs = database.cursor("select * from clones where id = " + request.cid) while(cloneurs.next()) { if (""+cloneurs.bannerframe != "null") { theBFrame = cloneurs.bannerframe; } } if ((CheckNull(cloneurs.HomeURL)) { var clonehomeurl = cloneurs.HomeURL; } } // Set Clone Variables for body if ((CheckNull(cloneurs.background)) { var clonebackground = cloneurs.background } } if ((CheckNull(cloneurs.bgcolor)) { var clonebgcolor = ""+cloneurs.bgcolor } } if ((CheckNull(cloneurs.Alink)) { var clonealink = ""+cloneurs.Alink } } }</pre> |
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| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | <p>The screen shot below is a portion of a webpage that is rendered in a web browser whenever the code is run. One piece of text reads: "Your new TravelNow Affiliate client ID is write(request.cid). Please remember this number. You will need to refer to it in all links and correspondence with TravelNow."</p> <p><b>Signup Successful!</b></p> <p><b>Your new TravelNow Affiliate client ID is write(request.cid). Please remember this number. You will need to refer to it in all links and correspondence with TravelNow.</b></p> <p>This URL <a +="" href="http://www.travelnow.com/affiliate/?cid=" request.cid"="">http://www.travelnow.com/affiliate/?cid=" + request.cid</a> is unique to your site. The write("cid=" + request.cid) identifies reservations originating from your site. Always include it when linking to TravelNow.</p> <p>For simple instructions on integrating the program into your site, please refer to our <b>Affiliate Center</b> at: <a href="http://www.travelnow.com/affiliate/">http://www.travelnow.com/affiliate/</a></p> <p>We'd like to see your link! Please send us an email when the link is active, along with the page it is linked from to <a href="mailto:affiliate@travelnow.com">affiliate@travelnow.com</a>.</p> <p>All commissions will be talked and paid on a monthly schedule.</p> <p>If you have any questions or suggestions, please email: <a href="mailto:TravelNow@travelnow.com">TravelNow@travelnow.com</a>.</p> <p>Thank you for participating and best of luck with your site.</p> <p>Representative portions of the code that render the above website images are shown below:</p> <p>&lt;B&gt;&lt;FONT FACE="Arial"&gt;Your new TravelNow Affiliate client ID is &lt;FONT&gt;&lt;FONT COLOR="#ff0000" FACE="Arial"&gt;&lt;server&gt;write(request.cid)&lt;/server&gt;&lt;/FONT&gt;&lt;FONT COLOR="#000000" FACE="Arial"&gt; . Please remember this number. You will need to refer to it in all links and correspondence with TravelNow.</p> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 6,629,135</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> Write the BFrame(theBFrame.cloneContent)/write out the bannerframe for clones } // End stuff for Clones ..... For example, a link for Hotel Reservations is activated and a web page is served. The banner of the served page will be the banner of the host website. To do this, the system checks the request.cid value that forms part of the link (as shown above for element (b)). The request.cid value is an affiliate identification number (or number identifying the claimed "host website"). If the value is not equal to 1, the system then obtains the information needed to generate the appropriate banner for the particular host website (or affiliate) from a database using the request.cid value. A representative portion of the code for performing this is shown below. <b>See ssis/hotels/entriv.html:</b><sup>10</sup> &lt;html&gt; &lt;head&gt; &lt;server&gt; if (UpdateCookiesFile){ WriteOutCookie(thecookies) } &lt;/server&gt; &lt;title&gt;Hotel Reservations&lt;/title&gt; &lt;/head&gt; &lt;frameset frameborder="0" border="false" frameborder="0" rows="55, * 30"&gt; &lt;server&gt; /* if (request.cid != 1){ var theBFrame = "" cloneours = database.cursor("select * from clones where id = " + request.cid) </pre> |
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<sup>10</sup> HOT000038.

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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 6,629,135</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> if ((CheckNull(cloneours.vlink)) var clonevlink = "#"+cloneours.vlink } if ((CheckNull(cloneours.Link)){ var cloneLink = "#"+cloneours.Link } if ((CheckNull(cloneours.Text)){ var cloneText = "#"+cloneours.Text } // Set Clone Variables for Tables if ((CheckNull(cloneours.TableBack)){ var cloneTableBack = "#"+cloneours.TableBack } if ((CheckNull(cloneours.TableColor)){ var cloneTableColor = "#"+cloneours.TableColor } if ((CheckNull(cloneours.TableBody1)){ var cloneTableBody1 = "#"+cloneours.TableBody1 } if ((CheckNull(cloneours.TableBody2)){ var cloneTableBody2 = "#"+cloneours.TableBody2 } if ((CheckNull(cloneours.TableBorder)){ var cloneTableBorder = cloneours.TableBorder } } if ((CheckNull(cloneours.Ads)){ if (cloneours.Ads == "0"){ cloneAds = false } } } </pre> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 6,629,135</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> while(cloneours.next()){ theBFrame = cloneours.bannerframe; cloneours.close(); } else{ theBFrame = "bannerframe.html"; } } else{ */ // } </pre> <p><b>See also ssis/affiliateinfo/signup/integratetravelnow.html:</b><sup>11</sup></p> <p>The screen shot below is a portion of a webpage that is rendered in a web browser whenever the code is run. One piece of text in the table reads: "This HTML will link directly to Rates and Availability for the Ramada Limited San Diego on TravelNow."</p> |
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<sup>11</sup> HOT000038.

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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 6,629,135</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> clonehotlist = cloneours.HotListFrame + "" } } //close the Clone Cursor cloneours.close(); } } if ((CheckNull(request.FromS)){ write("&lt;body leftmargin=\$ marginwidth=\$ background='http://www.travelnow.com/images/clones'" + request.cid + "/bg.gif" bgcolor=#" + clonebgcolor + "&gt;") } } else{ if ((CheckNull(clonebackgrond)){ write("&lt;body leftmargin=\$ marginwidth=\$ background=#" + clonebackgrond + "&gt;" bgcolor=#" + clonebgcolor + "&gt;") } } else{ write("&lt;body leftmargin=\$ marginwidth=\$ bgcolor=#" + clonebgcolor + "&gt;") } } write(" aLink=#" + cloneLink + " vLink=#" + clonevlink + " link=#" + cloneLink + " text=#" + cloneText + " onLoad=\procOf(process)", return true;(&gt;") } } if ((CheckNull(request.FromS)){ write("&lt;table border=0 width=480&gt;&lt;tr&gt;&lt;td&gt;&lt;a href=#" + clonehomeurl + "&gt;&lt;img border=0 alt='Hotel Reservations'" src='http://www.travelnow.com/images/clones'" + request.cid + "/logo.gif'&gt;&lt;/td&gt;&lt;tr&gt;&lt;td&gt;&lt;/td&gt;&lt;/tr&gt;&lt;/table&gt;&lt;/p&gt;&lt;/u'") } } else{ } } </pre> |
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| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> &lt;TD WIDTH="100%" BGCOLOR="#0000"&gt; &lt;P&gt;&amp;nbsp;&lt;FONT FACE="Times New Roman"&gt;&lt;server&gt;write("&amp;lt;A HREF=&amp;quot;http://www.travelnow.com/hotels/entry.html?cid="+ request.cid + "&amp;amp;"&gt;&lt;server&gt; &lt;FONT&gt;&lt;FONT COLOR="#0000" FACE="Times New Roman"&gt;ID=130181&amp;amp;city=san-diego&lt;BR&gt; &amp;amp;state=CA&amp;amp;country=USA&amp;quot;&amp;gt;&lt;FONT&gt;&lt;FONT FACE="Times New Roman"&gt;Example - Ramada Limited San Diego Rates and Availability&amp;lt;/A&amp;gt;&lt;FONT&gt;&lt;/P&gt; &lt;PRE&gt;&lt;A HREF="http://www.travelnow.com/hotels/entry.html?cid=9999&amp;ID=130181&amp;city=san+ diego&amp;state=CA&amp;country=USA" TARGET="_top"&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;Example - Ramada Limited San Diego Property Information&lt;FONT&gt;&lt;/A&gt;&lt;/PRE&gt; &lt;/TD&gt; &lt;TR&gt; &lt;TABLE&gt;&lt;/P&gt; &lt;TABLE WIDTH="480" CELLSPACING="2" BGCOLOR="tefefe" BORDER="0" CELLSPACING="0"&gt; &lt;TR&gt; &lt;TD BGCOLOR="#4208b"&gt; &lt;A NAME="anchor834833"&gt;&lt;A&gt;&lt;STRONG&gt;&lt;FONT COLOR="#ffffff" FACE="Arial,Helvetica"&gt;Add a hotel search form to your site&lt;FONT&gt;&lt;/STRONG&gt;&lt;/TD&gt; &lt;TR&gt; &lt;TD BGCOLOR="#d7d7d7"&gt; &lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;This allows you to tap into the booking engine but maintain the design of your site. With a good </pre> |
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| Claim No.                                  | Claim Language of U.S. Patent No. 6,629,135 | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> &lt;TABLE border="1" style="width: 100%; border-collapse: collapse;"&gt; <tr> <td style="width: 50%; padding: 5px;"> <p>... (HTML code for search form) ...</p> </td> <td style="width: 50%; padding: 5px;"> <p>... (HTML code for search form) ...</p> </td> </tr> </pre> | <p>... (HTML code for search form) ...</p> | <p>... (HTML code for search form) ...</p> |
| <p>... (HTML code for search form) ...</p> | <p>... (HTML code for search form) ...</p>  |  |  |  |

The text in the next table, which is shown in the screen shot below, reads: "This allows you to tap into the booking engine but maintain the design of your site. With a good integration, most users never realize they have left your site to make the travel reservations."

|           |   |  |
|-----------|---|--|
| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <p>integration, most users never realize they have left your site to make the travel reservations.</p> <p><b>See also:</b></p> <p>Archived webpages for www.statenslandonline.com (DFNDT0000433-0000486, HOTO00282-283). The archived webpages show that www.statenslandonline.com was a TravelNow.com affiliate as early as April 18, 1997. The archived webpages also show a link for "Worldwide Hotel Reservations and Rates" that is provided by TravelNow.com. As shown in the corresponding source code, that link is to "http://www2.travelnow.com/s?clientid=195". Activating that link takes a visitor to a webpage "Staten Island Online Worldwide Hotel Database" with a URL of www2.travelnow.com/s?clientid=195 — a page that has the look and feel of www.statenslandonline.com. It also discloses the capability to search for hotel rooms.</p> |
|-----------|---|--|

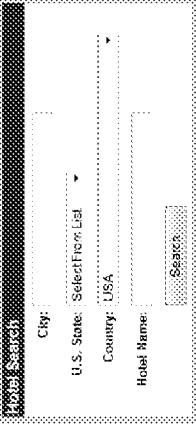
|           |   |  |
|-----------|---|--|
| Claim No. | Claim Language of U.S. Patent No. 6,629,135 | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <p>... (HTML code for search form) ...</p> <p>This allows you to tap into the booking engine but maintain the design of your site. With a good integration, most users never realize they have left your site to make the travel reservations.</p>  <p>To see up you can used search form similar to the one above, copy the HTML source directly from the ... into your page.</p> <p>It is very important that every link from your website in TravelNow includes the unique identifier in the URL so that the correct logos and page layouts for your site are displayed.</p> <p>Representative portions of the code that render the above website images are shown below.</p> <pre> &lt;TR&gt; &lt;TABLE&gt;&lt;P&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;This HTML will link directly to &lt;B&gt;Rates and Availability&lt;/B&gt; for the Ramada Limited San Diego on TravelNow.&lt;BR&gt; &lt;FONT&gt;&lt;TABLE WIDTH="100%" BORDER="0" CELLPACING="2" CELLPADDING="0"&gt; &lt;TR&gt; </pre> |
|-----------|---|--|

EXHIBIT 14B

To

Peter Kent's Opening Expert Report  
Regarding the Invalidity of the '135, '572  
and '399 Patents

Comparison of the U.S. Patent No. 6,993,572 and the TravelNow.com Prior Art  
Confidential – Outside Counsel Only

Based upon the Court's claim construction order (DI 309), the claim interpretations Plaintiff appears to be asserting and the alleged applications of those interpretations to one or more products of Defendants' products in Plaintiff's Amended Infringement Contentions served January 23, 2012, the TravelNow.com Prior Art anticipates and/or renders obvious, alone or in combination with other prior art, the asserted claims as described in part below.

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosure in TravelNow.com Prior Art  |
|-----------|---|---|
| 13        | An e-commerce outsourcing system comprising:<br>To the extent the preamble is limiting, see below.                                      | The prior art Travelnow.com system is an e-commerce outsourcing system.<br>To the extent the preamble is limiting, see below.   |
| 13(a)     | a data store including a look and feel description associated with a host web page having a link correlated with a commerce object; and | The prior art Travelnow.com system provided a link correlated with a commerce object:<br><a href="http://www.travelnow.com/signup/integratetravelnow.html">See <u>http://www.travelnow.com/signup/integratetravelnow.html</u></a> <sup>2</sup><br>The screen shot below is a portion of a webpage that is rendered in a web browser whenever the code is run. One piece of text in the table reads: "After signing up for the affiliate program you are assigned a unique URL to be used when linking to TravelNow. This allows TravelNow to track reservations coming from your site." |

<sup>1</sup> Unless noted, all files referenced in this chart have been produced on a CD (HOT0000358). The remaining documents have been produced at DFN\DI0000433-486 and HOT000082-283.  
<sup>2</sup> HOT0000358.

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in TravelNow.com Prior Art   |
|-----------|---|--|
|           |   | <p><b>How to Sign Up for the Affiliate Program</b></p> <p>After signing up for the affiliate program you are assigned a unique URL to be used when linking to TravelNow. This allows TravelNow to track reservations coming from your site.</p> <p>The link will be similar to:</p> <p><code>http://www.travelnow.com/affiliate?ref=+requestid=+&gt;</code></p> <p>The unique request ID is the unique ID from the account TravelNow has assigned to you.</p> <p>Simply copy and paste the unique ID number into the following HTML, and posting it directly into your page automatically redirects you to:</p> <p><code>&lt;A HREF="http://www.travelnow.com/affiliate?ref=+requestid=+&gt;</code></p> <p><code>&lt;/A&gt;</code></p> <p>TravelNow suggests making a local copy of an approved TravelNow link on your server to ensure page load times for your users. Please see the <a href="#">TravelNow.com</a> for a list of approved TravelNow tags.</p> <p>It is very important that every link from your website to TravelNow includes the unique request ID of the URL, so that reservations can be tracked to your site.</p> <p>The text in the next table, which is shown in the screen shot below, further discusses the link provided to the host website.</p> |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in TravelNow.com Prior Art   |
|-----------|---|--|
|           |   | <p><b>How to Sign Up for the Affiliate Program</b></p> <p>After signing up for the affiliate program you are assigned a unique URL to be used when linking to TravelNow. This allows TravelNow to track reservations coming from your site.</p> <p>The link will be similar to:</p> <p><code>http://www.travelnow.com/affiliate?ref=+requestid=+&gt;</code></p> <p>The unique request ID is the unique ID from the account TravelNow has assigned to you.</p> <p>Simply copy and paste the unique ID number into the following HTML, and posting it directly into your page automatically redirects you to:</p> <p><code>&lt;A HREF="http://www.travelnow.com/affiliate?ref=+requestid=+&gt;</code></p> <p><code>&lt;/A&gt;</code></p> <p>TravelNow suggests making a local copy of an approved TravelNow link on your server to ensure page load times for your users. Please see the <a href="#">TravelNow.com</a> for a list of approved TravelNow tags.</p> <p>It is very important that every link from your website to TravelNow includes the unique request ID of the URL, so that reservations can be tracked to your site.</p> <p>The text in the next table, which is shown in the screen shot below, further discusses the link provided to the host website.</p> |

<sup>3</sup> Where possible in this table and others, primarily in the interest of keeping these tables from being too lengthy, representative portions of the code have been used. The full piece of code relied on here, for example, is cited above at <http://www.travelnow.com/signup/integratetravelnow.html>.

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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 6,993,572</p>   | <p>Relevant Disclosures in TravelNow.com Prior Art</p> <p>Archived webpages for www.statenslandonline.com (DFND10000433_486; HOT0000282-283). The archived webpages show that www.statenslandonline.com was a TravelNow.com affiliate as early as April 18, 1997. The archived webpages also show a link for "Worldwide Hotel Reservations and Rates" that is provided by TravelNow.com. As shown in the corresponding source code, that link is to "http://www2.travelnow.com/s/?clientid=195". Activating that link takes a visitor to a webpage "Slaten Island Online Worldwide Hotel Database" with a URL of www2.travelnow.com/s/?clientid=195 — a page that has the look and feel of www.statenslandonline.com. It also discloses the capability to search for hotel rooms.</p> <p><i>See also 1(b), supra.</i></p> <p>The prior art Travelnow.com system included a computer processor that was coupled to the data store. Further, it was in communication through the internet with the host web page. The computer was programmed to serve the claimed composite web page to the visitor computer when a link had been activated.</p> <p><b>See ssis/hotels/entry.html<sup>4</sup></b></p> <p>For example, a link for Hotel Reservations is activated and a web page is served. The banner of the served page will be the banner of the host website. To do this, the system checks the request.cid value that forms part of the link (as shown above for element (b)). The request.cid value is an affiliate identification number (or number identifying the claimed "host website"). If the value is not equal to 1, the system then obtains the information needed to generate the appropriate banner for the particular host website (or affiliate) from a database using the request.cid value. The code for performing this is shown below.</p> <pre> &lt;html&gt; &lt;head&gt; &lt;server&gt; if (UpdateCookieFile){ WriteOutCookie(thecookies) } &lt;/server&gt; </pre> |
| <p>13(b)</p>     | <p>a computer processor coupled to the data store and in communication through the Internet with the host web page and programmed, upon receiving an indication that the link has been activated by a visitor computer in internet communication with the host web page, to serve a composite web page to the visitor computer with a look and feel based on the look and feel description in the data store and with content based on the commerce object associated with the link.</p> | <p><i>See also 1(b), supra.</i></p> <p>The prior art Travelnow.com system included a computer processor that was coupled to the data store. Further, it was in communication through the internet with the host web page. The computer was programmed to serve the claimed composite web page to the visitor computer when a link had been activated.</p> <p><b>See ssis/hotels/entry.html<sup>4</sup></b></p> <p>For example, a link for Hotel Reservations is activated and a web page is served. The banner of the served page will be the banner of the host website. To do this, the system checks the request.cid value that forms part of the link (as shown above for element (b)). The request.cid value is an affiliate identification number (or number identifying the claimed "host website"). If the value is not equal to 1, the system then obtains the information needed to generate the appropriate banner for the particular host website (or affiliate) from a database using the request.cid value. The code for performing this is shown below.</p> <pre> &lt;html&gt; &lt;head&gt; &lt;server&gt; if (UpdateCookieFile){ WriteOutCookie(thecookies) } &lt;/server&gt; </pre>   |

<sup>4</sup> HOT0000358.

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|------------------|--|---|
| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 6,993,572</p> | <p>Relevant Disclosures in TravelNow.com Prior Art</p> <pre> &lt;TR&gt; &lt;TD BGCOLOR="#d7d7d7"&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;After signing up for the affiliate program you are assigned a unique URL to be used when linking to TravelNow. This allows TravelNow to track reservations coming from your site.&lt;/FONT&gt;&lt;/P&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;The URL will be similar to: &lt;BR&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;#0000f" SIZE="1" FACE="Arial,Helvetica"&gt;server&gt;write("http://www.travelnow.com/affiliate/?cid=&lt;F REQUESTCID + "&lt;/FONT&gt;&lt;/B&gt;&lt;/P&gt;&lt;/server&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;(the &lt;/FONT&gt;&lt;B&gt;&lt;FONT COLOR="#ff0000" SIZE="1" FACE="Arial,Helvetica"&gt;server&gt;write(request.cid)&lt;/server&gt;&lt;/FONT&gt;&lt;/B&gt;&lt;/FONT SIZE="1" FACE="Arial,Helvetica"&gt; is the unique &amp;quot;&lt;/FONT&gt;&lt;B&gt;&lt;FONT COLOR="#ff0000" SIZE="1" FACE="Arial,Helvetica"&gt;client ID&lt;/FONT&gt;&lt;/B&gt;&lt;/FONT SIZE="1" FACE="Arial,Helvetica"&gt;&amp;quot; number TravelNow has assigned to your site)&lt;/FONT&gt;&lt;/P&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;Inserting your client ID number into the following HTML and pasting it directly into your page quickly establishes your link.&lt;/FONT&gt;&lt;/P&gt; &lt;P&gt;&lt;TABLE WIDTH="100%" BORDER="0" CELLPACING="2" CELLPADDING="5" HEIGHT="76"&gt; &lt;TR&gt; &lt;TD WIDTH="42%" BGCOLOR="#ff0000" HEIGHT="59"&gt; &lt;PRE&gt;&lt;FONT FACE="Times New Roman"&gt;server&gt;write("&amp;lt;A </pre> |
|------------------|--|---|

|                  |  |   |
|------------------|--|---|
| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 6,993,572</p> | <p>Relevant Disclosures in TravelNow.com Prior Art</p> <pre> &lt;title&gt;Hotel Reservations&lt;/title&gt; &lt;/head&gt; &lt;frameset framespacing="0" border="false" frameborder="0" rows="55,*_30"&gt; &lt;/server&gt; /* if (request.cid != 1){ var theBFrame = "" cloneurs = database.cursor("select * from clones where id = " + request.cid) while(cloneurs.next(0)){ if (cloneurs.bannerframe != null){ theBFrame = cloneurs.bannerframe; cloneurs.close(); } else{ theBFrame = "bannerframe.html"; } } else{ */ var theBFrame = "bannerframe.html"; //} </pre> <p><b>See ssis/affiliate/booking/integrate/travelnow.html<sup>5</sup></b></p> <p>The screen shot below is a portion of a webpage that is rendered in a web browser whenever the code is run. One piece of text in the table reads: "After signing up for the affiliate program you are assigned a unique URL to be used when linking to TravelNow. This allows TravelNow to track reservations coming from your site."</p> |
|------------------|--|---|

<sup>5</sup> HOT0000358.

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|------------------|--|---|
| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 6,993,572</p> | <p>Relevant Disclosures in TravelNow.com Prior Art</p> <pre> HREF=&amp;quot;http://www.travelnow.com/affiliate/?cid="+ request.cid + "&amp;quot;&amp;gt;"&gt;&lt;/server&gt;&lt;/FONT&gt; &lt;FONT FACE="Times New Roman"&gt;&amp;lt;IMG SRC=&amp;quot;images/affiliate/travelnow.gif&amp;quot; &amp;lt;/FONT&gt; &lt;FONT FACE="Times New Roman"&gt;BORDER=&amp;quot;0&amp;quot; aI=&amp;quot;TravelNow Link Partner&amp;quot;&amp;gt;&amp;lt;A&amp;gt;&lt;/FONT&gt;&lt;/PRE&gt; &lt;/TD&gt; &lt;TD BGCOLOR="#d7d7d7"&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;If your website provides information about specific hotels and you would like to enhance your site with online rates and availability, you can link directly any hotel on the TravelNow site. You have the option of linking to the TravelNow property information for the hotel, &lt;/or&gt;&lt;/&gt; link directly to the pricing and availability feature. This is done by modifying the following code:&lt;/FONT&gt;&lt;/P&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;This HTML will link directly to the &lt;B&gt;Property Description&lt;/B&gt; for the Ramada Limited San Diego on TravelNow.&lt;BR&gt; &lt;FONT&gt;&lt;TABLE WIDTH="100%" BORDER="0" CELLPACING="2" CELLPADDING="0"&gt; &lt;TR&gt; &lt;TD WIDTH="100%" BGCOLOR="#ff0000"&gt; &lt;P&gt;&amp;nbsp;&amp;nbsp;&amp;nbsp;&amp;lt;FONT FACE="Times New Roman"&gt;server&gt;write("&amp;lt;A request.cid"&gt;&lt;/server&gt; &lt;/FONT&gt;&lt;/FONT COLOR="#ff0000" FACE="Times New Roman"&gt;&amp;lt;P&gt;&amp;lt;A&amp;gt;ID=130181&amp;amp;city=san-diego&lt;BR&gt; &amp;amp;state=CA&amp;amp;country=USA&amp;amp;hotel=1&amp;quot;&amp;gt; &lt;/FONT&gt;&lt;/FONT FACE="Times New Roman"&gt;Example - Ramada Limited San Diego Property Information&amp;lt;A&amp;gt;&lt;/FONT&gt;&lt;/P&gt; </pre> <p><b>See also:</b></p> |
|------------------|--|---|



| Claim No. | Chain Language of U.S. Patent No. 6,993,572  | Relevant Disclosures in TravelNow.com, Prior Art  |
|-----------|--|---|
|           | <pre> if (CheckNull(cloneurs.vlink)) var clonevlink = "#"+cloneurs.vlink } if ((CheckNull(cloneurs.Link)) var clonevlink = "#"+cloneurs.Link } if ((CheckNull(cloneurs.Text)) var clonevlink = "#"+cloneurs.Text } // Set Clone Variables for Tables if ((CheckNull(cloneurs.TableBack)) var cloneTableBack = "#"+cloneurs.TableBack } if ((CheckNull(cloneurs.TableColor)) var cloneTableColor = "#"+cloneurs.TableColor } if ((CheckNull(cloneurs.TableBody1)) var cloneTableBody1 = "#"+cloneurs.TableBody1 } if ((CheckNull(cloneurs.TableBody2)) var cloneTableBody2 = "#"+cloneurs.TableBody2 } if ((CheckNull(cloneurs.TableBorder)) var cloneTableBorder = cloneurs.TableBorder } if ((CheckNull(cloneurs.Ads)) if (cloneurs.Ads == "0") cloneAds = false } } </pre> | <p>Relevant Disclosures in TravelNow.com, Prior Art</p> <p>early as April 18, 1997. The archived webpages also show a link for "Worldwide Hotel Reservations and Rates" that is provided by TravelNow.com. As shown in the corresponding source code, that link is to "http://www2.travelnow.com/s?clientid=195". Activating that link takes a visitor to a webpage "States Island Online Worldwide Hotel Database" with a URL of www2.travelnow.com/s?clientid=195 — a page that has the look and feel of www.statenslandonline.com. It also discloses the capability to search for hotel rooms.</p> <p>The prior art Travelnow.com system is an e-commerce outsourcing process.</p> <p>To the extent the preamble is limiting, see below.</p> <p>The prior art Travelnow.com system stored look and feel description associated with a first website (the affiliate website) in a data store associated with a second website.</p> <p>For example, the prior art Travelnow.com source code below shows server and database calls to retrieve look and feel descriptions.</p> <p><b>See <a href="http://www2.travelnow.com/s?clientid=195">see <u>see/sis/hotels/hotavail.html#6</u></a></b></p> <pre> &lt;server&gt; // Do stuff for Clones // Set Clone Defaults var cloneTableBack = "#34208b" var cloneTableColor = "#FFFFFF" var cloneTableBody1 = "#F0F0F0" var cloneTableBody2 = "#D7D7D7" var cloneTableBorder = "0" var clonebackground = "" var clonebgcolor = "#FFFFFF" var clonevlink = "" var cloneLink = "" </pre> |

6 HOT0000338.

| Claim No. | Chain Language of U.S. Patent No. 6,993,572  | Relevant Disclosures in TravelNow.com, Prior Art  |
|-----------|--|---|
| 17        | <p>An e-commerce outsourcing process comprising the steps of:</p> <p>17(a) storing a look and feel description associated with a first website in a data store associated with a second website;</p> | <p>Relevant Disclosures in TravelNow.com, Prior Art</p> <p>early as April 18, 1997. The archived webpages also show a link for "Worldwide Hotel Reservations and Rates" that is provided by TravelNow.com. As shown in the corresponding source code, that link is to "http://www2.travelnow.com/s?clientid=195". Activating that link takes a visitor to a webpage "States Island Online Worldwide Hotel Database" with a URL of www2.travelnow.com/s?clientid=195 — a page that has the look and feel of www.statenslandonline.com. It also discloses the capability to search for hotel rooms.</p> <p>The prior art Travelnow.com system is an e-commerce outsourcing process.</p> <p>To the extent the preamble is limiting, see below.</p> <p>The prior art Travelnow.com system stored look and feel description associated with a first website (the affiliate website) in a data store associated with a second website.</p> <p>For example, the prior art Travelnow.com source code below shows server and database calls to retrieve look and feel descriptions.</p> <p><b>See <a href="http://www2.travelnow.com/s?clientid=195">see <u>see/sis/hotels/hotavail.html#6</u></a></b></p> <pre> &lt;server&gt; // Do stuff for Clones // Set Clone Defaults var cloneTableBack = "#34208b" var cloneTableColor = "#FFFFFF" var cloneTableBody1 = "#F0F0F0" var cloneTableBody2 = "#D7D7D7" var cloneTableBorder = "0" var clonebackground = "" var clonebgcolor = "#FFFFFF" var clonevlink = "" var cloneLink = "" </pre> |

| Claim No. | Chain Language of U.S. Patent No. 6,993,572  | Relevant Disclosures in TravelNow.com, Prior Art  |
|-----------|--|---|
|           | <pre> if ((CheckNull(cloneurs.HotListFrame)) cloneHotList = cloneurs.HotListFrame + "" } //close the Clone Cursor cloneurs.close(); } if ((CheckNull(request.FromS)) write("&lt;body leftmargin=5 marginwidth=5 background='http://www.travelnow.com/images/clones/' + request.cid + ".bg.gif" bgcolor=#"+ clonebgcolor + "+") } else { if ((CheckNull(clonebackground)) write("&lt;body leftmargin=5 marginwidth=5 background=#"+ clonebackground + "+ bgcolor=#"+ clonebgcolor + "+") } else { write("&lt;body leftmargin=5 marginwidth=5 bgcolor=#"+ clonebgcolor + "+") } } write(" aLink=#"+ clonevlink + "+ vlink=#"+ clonevlink + "+ link=#"+ clonevlink + "+ text=#"+ clonevlink + "+ onLoad='procOff(process)', return true;") } if ((CheckNull(request.FromS)) write("&lt;table border=0 width=480&gt;&lt;tr&gt;&lt;td&gt;u&lt;a href=#"+ clonehomeurl + "+&gt;&lt;img border=0 alt='Home! Reservations' src='http://www.travelnow.com/images/clones/' + request.cid + '/logo.gif'&gt;&lt;/a&gt;&lt;/td&gt;&lt;/tr&gt;&lt;/table&gt;") } else { </pre> | <p>Relevant Disclosures in TravelNow.com, Prior Art</p> <p>var cloneLink = ""</p> <p>var cloneText = ""</p> <p>var cloneHomeurl = ""</p> <p>var cloneAds = true</p> <p>var theBFFrame = ""</p> <p>var cloneHotelList = "" //default to yes have a separate from for hotel list</p> <p>if (request.cid != 1) {</p> <p>cloneurs = database.cursor("select * from clones where id = " + request.cid)</p> <p>while(cloneurs.next()) {</p> <p>if (""+cloneurs.bannerframe != "null") {</p> <p>theBFFrame = cloneurs.bannerframe;</p> <p>}</p> <p>if ((CheckNull(cloneurs.HomeURL))</p> <p>var cloneHomeurl = cloneurs.HomeURL</p> <p>}</p> <p>// Set Clone Variables for body</p> <p>if ((CheckNull(cloneurs.background)) {</p> <p>var clonebackground = cloneurs.background</p> <p>}</p> <p>if ((CheckNull(cloneurs.bgcolor)) {</p> <p>var clonebgcolor = "#"+cloneurs.bgcolor</p> <p>}</p> <p>if ((CheckNull(cloneurs.Alink)) {</p> <p>var cloneLink = "#"+cloneurs.Alink</p> <p>}</p> |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosures in TravelNow.com, Prior Art  |
|-----------|--|---|
|           | <pre> if (" "+cloneurs.bannerframe = "null") {     theBFframe = cloneurs.bannerframe; } if ((CheckNull(cloneurs.HomeURL)) {     var clonehomeurl = cloneurs.HomeURL; } // Set Clone Variables for body if ((CheckNull(cloneurs.background)) {     var clonebackground = cloneurs.background; } if ((CheckNull(cloneurs.bgcolor)) {     var clonebgcolor = "#"+cloneurs.bgcolor; } if ((CheckNull(cloneurs.Alink)) {     var clonealink = "#"+cloneurs.Alink; } if ((CheckNull(cloneurs.vlink)) {     var clonevlink = "#"+cloneurs.vlink; } if ((CheckNull(cloneurs.Link)) {     var cloneLink = "#"+cloneurs.Link; } if ((CheckNull(cloneurs.Text)) {     var clonetext = "#"+cloneurs.Text; } // Set Clone Variables for Tables if ((CheckNull(cloneurs.TableBack)) { </pre> | <p>Relevant Disclosures in TravelNow.com, Prior Art</p> <p>Write theBFrame(theBFrame,clonehomeurl); write out the bannerframe for clones</p> <p>// End stuff for Clones</p> <p><b>See also:</b><br/> Archived webpages for www.statenslandonline.com (Appendix B). The archived webpages show that www.statenslandonline.com was a TravelNow.com affiliate as early as April 18, 1997. The archived webpages also show a link for "Worldwide Hotel Reservations and Rates" that is provided by TravelNow.com. As shown in the corresponding source code, that link is to "http://www2.travelnow.com/8?clientid=195". Activating that link takes a visitor to a webpage "Staten Island Online Worldwide Hotel Database" with a URL of www2.travelnow.com/8?clientid=195 — a page that has the look and feel of www.statenslandonline.com. It also discloses the capability to search for hotel rooms.</p> <p>See also 13(a), <i>supra</i>.</p> <p>See 13(b), <i>supra</i>.</p> |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosures in TravelNow.com, Prior Art   |
|-----------|--|--|
| 17(b)     | including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and  |  |
| 17(c)     | upon receiving an activation of the link from a visitor computer to which the web page has been served, serving to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link. |  |
| 20        | The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the navigational links, used on at least some of the   | In the prior art Travelnow.com system, the look and feel description comprised data defining a set of navigational links, used on at least some of the web pages of the first website (the affiliate website), each of which links link to specific web pages of the first |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosures in TravelNow.com, Prior Art   |
|-----------|--|--|
|           | <pre> var cloneTableBack = "#"+cloneurs.TableBack; } if ((CheckNull(cloneurs.TableColor)) {     var cloneTableColor = "#"+cloneurs.TableColor; } if ((CheckNull(cloneurs.TableBody1)) {     var cloneTableBody1 = "#"+cloneurs.TableBody1; } if ((CheckNull(cloneurs.TableBody2)) {     var cloneTableBody2 = "#"+cloneurs.TableBody2; } if ((CheckNull(cloneurs.TableBorder)) {     var cloneTableBorder = cloneurs.TableBorder; } if ((CheckNull(cloneurs.Ads)) {     if (cloneurs.Ads == "0") {         cloneAds = false;     } } if ((CheckNull(cloneurs.HotListFrame)) {     clonehotlist = cloneurs.HotListFrame + ""; } //close the Clone Cursor cloneurs.close(); } if ((CheckNull(request.FromS)) {     write("&lt;body leftmargin=5 marginwidth=5 background='http://www.travelnow.com/images/clones/' + request.cid + ".bg.gif" bgcolor=" "+ clone bgcolor + " "); </pre> | <p>Relevant Disclosures in TravelNow.com, Prior Art</p> <p><b>See also/hotelstava.html:7</b><br/> For example, the homeur variable contained data for links back to the affiliate website. Navigational links could also be included in an affiliate's banner.</p> <p>// Do stuff for Clones<br/> //Set Clone Defaults<br/> var cloneTableBack = "#34208b"<br/> var cloneTableColor = "#FFFFFF"<br/> var cloneTableBody1 = "#f0f0f0"<br/> var cloneTableBody2 = "#d7d7d7"<br/> var cloneTableBorder = "0"<br/> var clonebackground = ""<br/> var clonebgcolor = "#FFFFFF"<br/> var cloneLink = ""<br/> var clonevlink = ""<br/> var cloneLink = ""<br/> var clonetext = ""<br/> var clonehomeurl = ""<br/> var cloneAds = true<br/> var theBFrame = ""<br/> var clonehotlist = "1" //default to yes have a separate form for hotel list<br/> if (request.cid != 1) {<br/>     cloneurs = database.cursor("select * from clones where id = " + request.cid)<br/>     while(cloneurs.next()){}</p> |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosures in TravelNow.com, Prior Art |
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|           | web pages of the first website, each of which links link to specific web pages of the first website. |  |



| Claim No. | Claim Language of U.S. Patent No. 6,993,572                                    | Relevant Disclosures in TravelNow.com Prior Art   |
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| 21(c)     | a page layout used on at least some of the web pages of the first website; and | <pre>&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;TravelNow has a co-branding option that allows you to develop a custom interface to the TravelNow booking engine using your own logos, backgrounds and font properties. &lt;BR&gt; For more information, please contact Billy Anderson at &lt;A HREF="mailto:billya@travelnow.com"&gt;subject=co-branded interface"&gt;billya@travelnow.com&lt;/A&gt;&lt;/FONT&gt;&lt;/TD&gt;</pre> <p><b>See also:</b><br/> Archived webpages for www.statenslandonline.com (DFNDT0000433-486, HOT0000282-283). The archived webpages show that www.statenslandonline.com was a TravelNow.com affiliate as early as April 18, 1997. The archived webpages also show a link for "Worldwide Hotel Reservations and Rates" that is provided by TravelNow.com. As shown in the corresponding source code, that link is to "http://www2.travelnow.com/s/?clientid=195". Activating that link takes a visitor to a webpage "Staten Island Online Worldwide Hotel Database" with a URL of "http://www2.travelnow.com/s/?clientid=195" — a page that has the look and feel of www.statenslandonline.com. It also discloses the capability to search for hotel rooms. The prior art Travelnow.com system discloses look and feel description comprising data comprising a page layout used on at least some of the web pages of the first website.</p> <p><b>See sss://affiliateinfo/signup/integratetravelnow.html:</b><sup>10</sup></p> <pre>&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;TravelNow has a co-branding option that allows you to develop a custom interface to the TravelNow booking engine using your own logos, backgrounds and font properties. &lt;BR&gt; For more information, please contact Billy Anderson at &lt;A HREF="mailto:billya@travelnow.com"&gt;subject=co branded interface"&gt;billya@travelnow.com&lt;/A&gt;&lt;/FONT&gt;&lt;/TD&gt;</pre> <p><b>See also:</b></p> |

<sup>9</sup> HOT0000358.

<sup>10</sup> HOT0000358.

| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosures in TravelNow.com Prior Art   |
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|           |   | <pre>} else { if (CheckNull(clonebackground)) { write("&lt;body leftmargin=5 marginwidth=5 background=" + clonebackground + " bgcolor=" + clonebgcolor + " clonebgcolor=" + " )") } else { write("&lt;body leftmargin=5 marginwidth=5 bgcolor=" + clonebgcolor + " )") } } write(" aLink=" + cloneLink + " vLink=" + " cloneLink + " link=" + " + cloneLink + " text=" + cloneText + " onLoad=" + " process" ); return true; }&gt;</pre> <pre>if (CheckNull(requestFroms)) { write("&lt;table border=0 width=480&gt;&lt;tr&gt;&lt;td&gt;&lt;a href=" + clonehomeurl + " "&gt;&lt;img border=0 alt="Hotel Reservations" src="http://www.travelnow.com/images/clones/" + request.cid + "logo.gif"&gt;&lt;/td&gt;&lt;tr&gt;&lt;td&gt;&lt;table&gt;&lt;tr&gt;&lt;td&gt;&lt;p&gt;at") } } else { WriteTheBFrame(theBFrame,clonehomeurl)//write out the bamerframe for clones } } // End stuff for Clones -----</pre> <p><b>See also:</b><br/> Archived webpages for www.statenslandonline.com (DFNDT0000433-486, HOT0000282-283). The archived webpages show that www.statenslandonline.com was a TravelNow.com affiliate as early as April 18, 1997. The archived webpages also show a link for "Worldwide Hotel Reservations and Rates" that is provided by TravelNow.com. As shown in the corresponding source code, that link is to "http://www2.travelnow.com/s/?clientid=195". Activating that link takes a visitor to a webpage "Staten Island Online Worldwide Hotel Database" with a URL of</p> |

| Claim No. | Claim Language of U.S. Patent No. 6,993,572   | Relevant Disclosures in TravelNow.com Prior Art  |
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| 21(d)     | navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website. | <pre>Archived webpages for www.statenslandonline.com (DFNDT0000433-486, HOT0000282-283). The archived webpages show that www.statenslandonline.com was a TravelNow.com affiliate as early as April 18, 1997. The archived webpages also show a link for "Worldwide Hotel Reservations and Rates" that is provided by TravelNow.com. As shown in the corresponding source code, that link is to "http://www2.travelnow.com/s/?clientid=195". Activating that link takes a visitor to a webpage "Staten Island Online Worldwide Hotel Database" with a URL of "http://www2.travelnow.com/s/?clientid=195" — a page that has the look and feel of www.statenslandonline.com. It also discloses the capability to search for hotel rooms.</pre> <p>In the prior art Travelnow.com system, the look and feel description comprised data defining a set of navigational links, used on at least some of the web pages of the first website (the affiliate website), each of which links link to specific web pages of the first website.</p> <p><b>See sss://hotels/hotels/hotavail.html:</b><sup>11</sup></p> <p>For example, the homeurl variable contained data for links back to the affiliate website. Navigational links could also be included in an affiliates banner.</p> <pre>// Do stuff for Clones //Set Clone Defaults var cloneTableBack = "#34208b" var cloneTableColor = "#FFFFFF" var cloneTableBody1 = "#F0F0F0" var cloneTableBody2 = "#D7D7D7" var cloneTableBorder = "0" var clonebackground = "" var clonebgcolor = "#FFFFFF" var cloneLink = ""</pre> |

<sup>11</sup> HOT0000358.

| Claim No. | Claim Language of U.S. Patent No. 6,993,572  | Relevant Disclosures in TravelNow.com Prior Art   |
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| 21        | The process of claim 17 wherein the look and feel description comprises data defining:       | <pre>www2.travelnow.com/s/?clientid=195 — a page that has the look and feel ofwww.statenslandonline.com. It also discloses the capability to search for hotel rooms.</pre> <p>The prior art Travelnow.com system used look and feel description comprising data. See below 21(a)-(d).</p> <p>The prior art Travelnow.com system discloses look and feel description comprising data defining a logo associated with and displayed on at least some of the web pages of the first website.</p> <p><b>See sss://affiliateinfo/signup/integratetravelnow.html:</b><sup>9</sup></p> <pre>&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;TravelNow has a co-branding option that allows you to develop a custom interface to the TravelNow booking engine using your own logos, backgrounds and font properties. &lt;BR&gt; For more information, please contact Billy Anderson at &lt;A HREF="mailto:billya@travelnow.com"&gt;subject=co-branded interface"&gt;billya@travelnow.com&lt;/A&gt;&lt;/FONT&gt;&lt;/TD&gt;</pre> <p><b>See also:</b><br/> Archived webpages for www.statenslandonline.com (DFNDT0000433-486, HOT0000282-283). The archived webpages show that www.statenslandonline.com was a TravelNow.com affiliate as early as April 18, 1997. The archived webpages also show a link for "Worldwide Hotel Reservations and Rates" that is provided by TravelNow.com. As shown in the corresponding source code, that link is to "http://www2.travelnow.com/s/?clientid=195". Activating that link takes a visitor to a webpage "Staten Island Online Worldwide Hotel Database" with a URL of "http://www2.travelnow.com/s/?clientid=195" — a page that has the look and feel ofwww.statenslandonline.com. It also discloses the capability to search for hotel rooms. The prior art Travelnow.com system discloses look and feel description comprising data defining a color scheme used on at least some of the web pages of the first website.</p> |
| 21(a)     | a logo associated with and displayed on at least some of the web pages of the first website; | <pre>www2.travelnow.com/s/?clientid=195 — a page that has the look and feel ofwww.statenslandonline.com. It also discloses the capability to search for hotel rooms. The prior art Travelnow.com system discloses look and feel description comprising data defining a color scheme used on at least some of the web pages of the first website.</pre>  |
| 21(b)     | a color scheme used on at least some of the web pages of the first website;                  | <pre>www2.travelnow.com/s/?clientid=195 — a page that has the look and feel ofwww.statenslandonline.com. It also discloses the capability to search for hotel rooms. The prior art Travelnow.com system discloses look and feel description comprising data defining a color scheme used on at least some of the web pages of the first website.</pre>  |

<sup>8</sup> HOT0000358.



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| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in TravelNow.com Prior Art   |
|           |   | <pre> //show only select hotels var ShowHotel = true //for now only show thisco matched properties if (project.showOnlyHotels == "USW") {   if (results[n]["ThiscoID"] == ""        results[n]["ThiscoBookable"] == "0"    project.ChainStat[results[n]["ThiscoChain"]] ==     "0") {     ShowHotel = false     n2--;   } } //for now only show thisco matched properties if (project.showOnlyHotels == "SABRE") {   if (results[n]["SabreID"] == "") {     ShowHotel = false     n2--;   } } //show only props with discounts if (cloneNegRatesOnly) {   if (results[n]["Discount"] == "") {     ShowHotel = false     n2--;   } } } if (ShowHotel) {   //end processing to show only props with discounts   if (results[n]["Name"] != "undefined") {     if (results[n]["Graphics"] != "0") { </pre> |

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| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in TravelNow.com Prior Art  |
|           | the product categories.                     | <pre> See sjsj/hotel/hoteliframe.html:13 if (CheckNull(request.lastree)) {   request.lastree = numHotelsToShow } var dolist = "" dolist = getResults(numHotelsToShow) if (dolist != "nolist") {   //if (CheckNull(request.ShowMoreHotels)) {   //  n=1;   //}   //else {   //  n = request.ShowMoreHotels;   //}   numcount = 1 //to actually number the hotels   ratecount = 1 //to decide wheather to put the rate range down. Keeps   track of whether a header has been displayed for a rate grouping of hotels   ratecount2 = 1   ratecount3 = 1   ratecount4 = 1   ratecount5 = 1   ratecount6 = 1   ingcount = 1   n=1;   n2 = n; //n2 is actual hotels. n is hotels and city labels   while (results[n] != "" &amp;&amp; n2 &lt;= numHotelsToShow) { </pre> |

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| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in TravelNow.com Prior Art   |
|           |   | <pre> if (ratecount5 == 1) {   &lt;server&gt;   &lt;font color=cloneclonetext&gt;_   &lt;/font&gt;   &lt;sub&gt;Featured Properties&lt;/sub&gt; &lt;/font&gt; &lt;br&gt;   &lt;/sub&gt;   &lt;server&gt;   ratecount5 = 0   } } else if (results[n]["Special"] != null) {   if (ratecount6 == 1) {     &lt;server&gt;     &lt;font color=cloneclonetext&gt;_     &lt;/font&gt;     &lt;sub&gt;Special Availability&lt;/sub&gt; &lt;/font&gt; &lt;br&gt;     &lt;/sub&gt;     &lt;server&gt;     ratecount6 = 0     }   }   else if (parseInt(results[n]["LowRate"]) &gt; 50 &amp;&amp;     ratecount1 == 1) {     &lt;server&gt;     &lt;font color=cloneclonetext&gt;_     &lt;/font&gt;     &lt;sub&gt;50&lt;/sub&gt; &lt;/font&gt; &lt;br&gt;     &lt;sub&gt;\$125&lt;/sub&gt; &lt;/font&gt; &lt;br&gt;     &lt;/sub&gt;     &lt;server&gt;     ratecount1 = 0   } } </pre> |

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| Claim No. | Claim Language of U.S. Patent No. 6,993,572 | Relevant Disclosure in TravelNow.com Prior Art   |
|           |   | <pre> if (results[n][1] != "") {   n2--   &lt;/server&gt;   &lt;table border="0" cellspacing="2" cellpadding="2"   &lt;/tr&gt;   &lt;tr&gt;   &lt;TH BGCOLOR=cloneTableBody2 &gt;&lt;!--#C0C0C0--&gt;   &lt;FONT FACE="Arial,Helvetica" COLOR=cloneTableBack SIZE=1 &gt;&lt;!--   #34208B"--&gt;   &lt;/tr&gt;   &lt;tr&gt;   &lt;td colspan="2"&gt;&lt;server&gt;write(results[n][1].toUpperCase)&lt;/server&gt;&lt;/font&gt;&lt;/td&gt;   &lt;/tr&gt;   &lt;/table&gt;   &lt;server&gt;   numcount = 1   if (request.country.toLowerCase() == "usa") {     ratecount1 = 1     ratecount2 = 1     ratecount3 = 1     ratecount4 = 1     ratecount5 = 1     ratecount6 = 1   }   else {     ratecount1 = 0     ratecount2 = 0     ratecount3 = 0     ratecount4 = 0     ratecount5 = 1     ratecount6 = 1   } } else { } } else { } </pre> |







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| <p>Claim No.</p> | <p>Chain Language of U.S. Patent No. 7,818,399</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> Partner&lt;quot&gt;&amp;gt;A&amp;lt;/A&amp;gt;&lt;/FONT&gt;&lt;/PRE&gt; &lt;/TD&gt; &lt;TD BGCOLOR="#d7d7d7"&gt; * * * &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;If your website provides information about specific hotels and you would like to enhance your site with online rates and availability, you can link directly any hotel on the TravelNow site. You have the option of linking to the TravelNow property information for the hotel. &lt;/or&gt;&lt;/TD link directly to the pricing and availability feature. This is done by modifying the following code:&lt;/FONT&gt;&lt;/P&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;This HTML will link directly to the &lt;B&gt;Property Description&lt;/B&gt; for the Ramada Limited San Diego on TravelNow.&lt;BR&gt; &lt;FONT&gt;&lt;TABLE WIDTH="100%" BORDER="0" CELLSPACING="2" CELLPADDING="0"&gt; &lt;TR&gt; &lt;TD WIDTH="100%" BGCOLOR="#f0f0f0"&gt; &lt;P&gt;&amp;lt;br&gt;&lt;FONT FACE="Times New Roman"&gt;&lt;server&gt;write("&amp;lt;/A HREF=&amp;quot;http://www.travelnow.com/hotels/entry.html?cid="+ request.cid)&lt;/server&gt; Roman"&gt;&amp;lt;br&gt;http://www.travelnow.com/hotels/entry.html?cid="+ request.cid)&lt;/server&gt; Roman"&gt; &amp;lt;br&gt;ID=130181&amp;amp;city=san-diego&lt;BR&gt; FACE="Times New Roman"&gt;Example - Ramada Limited San Diego Property Information&amp;lt;/A&amp;gt;&lt;/FONT&gt;&lt;/P&gt; </pre> <p><b>See site/affiliate/signup/success.html</b><sup>5</sup></p> <p>The screen shot below is a portion of a webpage that is rendered in a web browser whenever the code is run. One piece of text reads: "Your new TravelNow Affiliate client ID is write(request.cid). Please remember this number. You will need to refer to it in all links and</p> |
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5 HOT0000358.

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| <p>Claim No.</p> | <p>Chain Language of U.S. Patent No. 7,818,399</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> &lt;TD BGCOLOR="#d7d7d7"&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;If your website provides information about specific hotels and you would like to enhance your site with online rates and availability, you can link directly any hotel on the TravelNow site. You have the option of linking to the TravelNow property information for the hotel. &lt;/or&gt;&lt;/TD link directly to the pricing and availability feature. This is done by modifying the following code:&lt;/FONT&gt;&lt;/P&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;This HTML will link directly to the &lt;B&gt;Property Description&lt;/B&gt; for the Ramada Limited San Diego on TravelNow.&lt;BR&gt; &lt;FONT&gt;&lt;TABLE WIDTH="100%" BORDER="0" CELLSPACING="2" CELLPADDING="0"&gt; &lt;TR&gt; &lt;TD WIDTH="100%" BGCOLOR="#f0f0f0"&gt; &lt;P&gt;&amp;lt;br&gt;&lt;FONT FACE="Times New Roman"&gt;&lt;server&gt;write("&amp;lt;/A HREF=&amp;quot;http://www.travelnow.com/hotels/entry.html?cid="+ request.cid)&lt;/server&gt; Roman"&gt;&amp;lt;br&gt;http://www.travelnow.com/hotels/entry.html?cid="+ request.cid)&lt;/server&gt; Roman"&gt; &amp;lt;br&gt;ID=130181&amp;amp;city=san-diego&lt;BR&gt; FACE="Times New Roman"&gt;Example - Ramada Limited San Diego Property Information&amp;lt;/A&amp;gt;&lt;/FONT&gt;&lt;/P&gt; </pre> <p>Representative portions of the code that render the above website images are shown below:</p> <pre> &lt;TR&gt; &lt;TD BGCOLOR="#d7d7d7"&gt; &lt;P&gt;&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;After signing up for the affiliate </pre> |
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| <p>Claim No.</p> | <p>Chain Language of U.S. Patent No. 7,818,399</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <p>correspondence with TravelNow."</p> <p><b>Signup Successful!</b></p> <p>Your new TravelNow Affiliate client ID is <i>write(request.cid)</i>. Please remember this number. You will need to refer to it in all links and correspondence with TravelNow.</p> <p>This URL: <i>write(request.cid)+ request.cid</i> is unique to your site. The <i>write(request.cid)</i> becomes reservations originating from your site. Always include it when linking to TravelNow.</p> <p>For simple instructions on integrating the program into your site, please refer to our <b>Affiliate Center</b> at <i>http://www.travelnow.com/affiliate</i>.</p> <p>We'd like to see your link! Please send us an email when the link is active, along with the page it is linked from to <i>affiliates@travelnow.com</i>.</p> <p>All commissions will be tracked and paid on a monthly schedule.</p> <p>If you have any questions or suggestions, please email TravelNow at <i>affiliates@travelnow.com</i>.</p> <p>Thank you for participating and best of luck with your site.</p> <p>Representative portions of the code that render the above website images are shown below:</p> <pre> &lt;B&gt;&lt;FONT FACE="Arial"&gt;Your new TravelNow Affiliate client ID is &lt;FONT&gt;&lt;FONT COLOR="#f0f0f0" FACE="Arial"&gt;&lt;server&gt;write(request.cid)&lt;/server&gt;&lt;/FONT&gt;&lt;FONT COLOR="#f0f0f0" FACE="Arial"&gt;. Please remember this number. You will need to refer to it in all links and correspondence with TravelNow.&lt;/FONT&gt;&lt;/B&gt;&lt;/P&gt; </pre> |
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| <p>Claim No.</p> | <p>Chain Language of U.S. Patent No. 7,818,399</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <p>program you are assigned a unique URL to be used when linking to TravelNow. This allows TravelNow to track reservations coming from your site.&lt;/FONT&gt;&lt;/P&gt;</p> <pre> &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;The URL will be similar to:&lt;BR&gt; &lt;BR&gt; &lt;FONT&gt;&lt;B&gt;&lt;FONT COLOR="#f0f0f0" SIZE="1" FACE="Arial,Helvetica"&gt;&lt;server&gt;write("http://www.travelnow.com/affiliate?cid=&lt;/FONT&gt;&lt;FONT COLOR="#f0f0f0" SIZE="1" FACE="Arial,Helvetica"&gt;+ request.cid + "&lt;/FONT&gt;&lt;/B&gt;&lt;/P&gt;&lt;/server&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;(the &lt;/FONT&gt;&lt;B&gt;&lt;FONT COLOR="#f0f0f0" SIZE="1" FACE="Arial,Helvetica"&gt;&lt;server&gt;write(request.cid)&lt;/server&gt;&lt;/FONT&gt;&lt;B&gt;&lt;FONT FACE="Arial,Helvetica"&gt; is the unique &amp;quot;&lt;/FONT&gt;&lt;B&gt;&lt;FONT COLOR="#f0f0f0" SIZE="1" FACE="Arial,Helvetica"&gt;client ID&lt;/FONT&gt;&lt;/B&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;&amp;quot;. number TravelNow has assigned to your site)&lt;/FONT&gt;&lt;/P&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;Inserting your client ID number into the following HTML and pasting it directly into your page quickly establishes your link.&lt;/FONT&gt;&lt;/P&gt; &lt;P&gt;&lt;TABLE WIDTH="100%" BORDER="0" CELLSPACING="2" CELLPADDING="5" HEIGHT="76"&gt; &lt;TR&gt; &lt;TD WIDTH="422" BGCOLOR="#f0f0f0" HEIGHT="59"&gt; &lt;PRE&gt;&lt;FONT FACE="Times New Roman"&gt;&lt;server&gt;write("&amp;lt;/A HREF=&amp;quot;http://www.travelnow.com/affiliate?cid="+ request.cid + "&amp;quot;&amp;gt;)&lt;/server&gt; &lt;/FONT&gt; &lt;FONT FACE="Times New Roman"&gt;&amp;lt;/A HREF=&amp;quot;http://www.travelnow.com/affiliate?cid="+ request.cid + "&amp;quot;&amp;gt;)&lt;/server&gt; &lt;/FONT&gt; &lt;FONT FACE="Times New Roman"&gt;&amp;lt;/A HREF=&amp;quot;http://www.travelnow.com/affiliate?cid="+ request.cid + "&amp;quot;&amp;gt;)&lt;/server&gt; &lt;/FONT&gt; &lt;FONT FACE="Times New Roman"&gt;&amp;lt;/A HREF=&amp;quot;http://www.travelnow.com/affiliate?cid="+ request.cid + "&amp;quot;&amp;gt;)&lt;/server&gt; &lt;/FONT&gt; </pre> |
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| <p>Claim No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com, Prior Art</p> <pre> if ((CheckNull(cloneurs.Text)) var cloneText = "#"+cloneurs.Text } // Set Clone Variables for Tables if ((CheckNull(cloneurs.TableBack)) var cloneTableBack = "#"+cloneurs.TableBack } if ((CheckNull(cloneurs.TableColor)) var cloneTableColor = "#"+cloneurs.TableColor } if ((CheckNull(cloneurs.TableBody1)) var cloneTableBody1 = "#"+cloneurs.TableBody1 } if ((CheckNull(cloneurs.TableBody2)) var cloneTableBody2 = "#"+cloneurs.TableBody2 } if ((CheckNull(cloneurs.TableBorder)) var cloneTableBorder = cloneurs.TableBorder } } if ((CheckNull(cloneurs.Ads)) if (cloneurs.Ads == "0") cloneAds = false } } if ((CheckNull(cloneurs.HotListFrame)) cloneHotList = cloneurs.HotListFrame + "" } } //close the Clone Cursor cloneurs.close(); </pre> |
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| <p>Claim No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com, Prior Art</p> <pre> &lt;P&gt;&lt;FONT FACE="Arial"&gt;This URL &lt;a href="http://www.travelnow.com/affiliate/?cid="+ request.cid + "&amp;" target="top"&gt; &lt;/server-write("http://www.travelnow.com/affiliate/?cid="+ request.cid)/&gt;server&lt;/P&gt; is unique to your site. The &lt;FONT&gt;&lt;FONT COLOR="#F0F0F0" FACE="Arial"&gt;server-write("cid="+ request.cid)/&gt;server&gt; &lt;/FONT&gt;&lt;FONT FACE="Arial"&gt;&gt;identifies reservations originating from your site. Always include it when linking to TravelNow. &lt;/FONT&gt; </pre> <p><u>See <a href="#">ssjs/hotels/hotavail.html</a></u><sup>6</sup></p> <pre> &lt;server&gt; // Do stuff for Clones //Set Clone Defaults var cloneTableBack = "#34208b" var cloneTableColor = "#FFFFFF" var cloneTableBody1 = "#F0F0F0" var cloneTableBody2 = "#D7D7D7" var cloneTableBorder = "0" var clonebackground = "" var clonebgcolor = "#FFFFFF" var clonealink = "" var clonevlink = "" var clonealink = "" var clonevlink = "" var clonehomeurl = "" var cloneAds = true var theBFrame = "" </pre> |
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<sup>6</sup> HOT0000358.

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| <p>Claim No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com, Prior Art</p> <pre> } if ((CheckNull(request.Froms)) write("&lt;body leftmargin=5 marginwidth=5 background='http://www.travelnow.com/images/clones"+ request.cid + "'bg.gif" bgcolor='"+ clonebgcolor + "'") } else if ((CheckNull(clonebackground)) write("&lt;body leftmargin=5 marginwidth=5 background='"+ clonebackground + "' bgcolor='"+ clonebgcolor + "'") } else write("&lt;body leftmargin=5 marginwidth=5 bgcolor='"+ clonebgcolor + "'"") } write(" aink='"+ clonealink + "' vlink='"+ clonevlink + "' link='"+ clonevlink + "' text='"+ clonevlink + "' onload='procOff(process)', return true;") } if ((CheckNull(request.Froms)) write("&lt;table border=0 width=480&lt;tr&gt;&lt;td&gt;ur&lt;a href='"+ clonehomeurl + "'+&lt;img border=0 alt='Hotel Reservations' src='http://www.travelnow.com/images/clones"+ request.cid + "'/logo.gif"&gt;&lt;/td&gt;&lt;/tr&gt;&lt;/table&gt;ur&lt;p&gt;ur") } else WriteTheBFrame(theBFrame,clonehomeurl)//write out the bannerframe for clones } // End stuff for Clones </pre> <p>For example, a link for Hotel Reservations is activated and a web page is served. The banner of the served page will be the banner of the host website. To do this, the system checks the</p> |
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| <p>Claim No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com, Prior Art</p> <pre> var clonehotlist = "" //default to yes have a separate from for hotel list if (request.cid != 1) cloneurs = database.cursor("select * from clones where id = " + request.cid) while(cloneurs.next()) if (""+cloneurs.bannerframe != "null") theBFrame = cloneurs.bannerframe; } if ((CheckNull(cloneurs.HomeURL)) var clonehomeurl = cloneurs.HomeURL } } // Set Clone Variables for body if ((CheckNull(cloneurs.background)) var clonebackground = cloneurs.background } } if ((CheckNull(cloneurs.bgcolor)) var clonebgcolor = "#"+cloneurs.bgcolor } } if ((CheckNull(cloneurs.Alink)) var clonealink = "#"+cloneurs.Alink } } if ((CheckNull(cloneurs.vlink)) var clonevlink = "#"+cloneurs.vlink } } if ((CheckNull(cloneurs.Link)) var clonevlink = "#"+cloneurs.Link } } </pre> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> if(!CheckNull(cloneurs.vlink)){ var clonevlink = cloneurs.vlink } if(!CheckNull(cloneurs.Link)){ var cloneLink = cloneurs.Link } if(!CheckNull(cloneurs.HotlistText)){ var cloneText = cloneurs.HotlistText } if(!CheckNull(cloneurs.HotlistHeader)){ var cloneHeader = cloneurs.HotlistHeader } // Set Clone Variables for Tables if(!CheckNull(cloneurs.TableBack)){ var cloneTableBack = cloneurs.TableBack } if(!CheckNull(cloneurs.TableColor)){ var cloneTableColor = cloneurs.TableColor } if(!CheckNull(cloneurs.TableBody1)){ var cloneTableBody1 = cloneurs.TableBody1 } if(!CheckNull(cloneurs.TableBody2)){ var cloneTableBody2 = cloneurs.TableBody2 } if(!CheckNull(cloneurs.TableBorder)){ var cloneTableBorder = cloneurs.TableBorder } //set clone variables for images </pre> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> request cid value that forms part of the link (as shown above for element (b)). The request cid value is an affiliate identification number (or number identifying the claimed "host website"). If the value is not equal to 1, the system then obtains the information needed to generate the appropriate banner for the particular host website (or affiliate) from a database using the request cid value. A representative portion of the code for performing this is shown below. See <a href="#">ssis/hotels/hotlistframe.html</a>? // Do stuff for Clones // Set Clone Variables for Buttons var mapsongif = "/banimages/mapson.gif" var ratesongif = "/banimages/rateson.gif" var ratesoffgif = "/banimages/ratesoff.gif" var infoongif = "/banimages/infoon.gif" var infooffgif = "/banimages/infooff.gif" var processinggif = "/images/processingb.gif" var clonebackground = "" var clonebgcolor = "#000000" var clonealink = "#FF0080" var clonevlink = "#FF80FF" var cloneLink = "#FB63D" var cloneText = "#FFFFFF" var cloneHeader = "#FF0080" var cloneTableBack = "#342088" var cloneTableBody2 = "#D7DD7" var cloneTableColor = clonebgcolor var cloneTableBorder = "0" var cloneNegRatesOnly = false var cloneAds = true </pre> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> if(!CheckNull(cloneurs.processinggif)){ processinggif = cloneurs.processinggif } if(!CheckNull(cloneurs.mapson)){ mapsongif = cloneurs.mapson } if(!CheckNull(cloneurs.mapsoff)){ mapsongif = cloneurs.mapsoff } if(!CheckNull(cloneurs.rateson)){ ratesongif = cloneurs.rateson } if(!CheckNull(cloneurs.ratesoff)){ ratesongif = cloneurs.ratesoff } if(!CheckNull(cloneurs.infoon)){ infoongif = cloneurs.infoon } if(!CheckNull(cloneurs.infooff)){ infooffgif = cloneurs.infooff } //close the Clone Cursor cloneurs.close(); } if(clonehotid == "0"){ write("&lt;base target=\"hotlistframe\"&gt;ur") } else{ write("&lt;base target=\"hotinfoframe\"&gt;ur") } </pre> |
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| <p>Claim No.</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> var clonehotid = "1" //default to yes have a separate form for hotel list if(request.cid != 1){ cloneurs = database.cursor("select * from clones where id = " + request.cid) while(cloneurs.next()){ //for separate clone hotel list frames if(!CheckNull(cloneurs.HotListFrame)){ clonehotid = cloneurs.HotListFrame + "" } // Set Clone Variables for body if(!CheckNull(cloneurs.NegRates)){ if(cloneurs.NegRates == "1"){ var cloneNegRatesOnly = true } } if(!CheckNull(cloneurs.Ads)){ if(cloneurs.Ads == "0"){ cloneAds = false } } if(!CheckNull(cloneurs.HotlistBgcColor)){ var clonebgcolor = cloneurs.HotlistBgcColor } if(!CheckNull(cloneurs.ALink)){ var clonealink = cloneurs.ALink } } </pre> |
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| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in TravelNow.com Prior Art<br>for you to use when linking to TravelNow. This unique URL identifies traffic from your website so you receive credit when a reservation is made. <BR><br><b>See <a href="http://www.travelnow.com/affiliateinfo/signup/integrate/travelnow.html">www.travelnow.com/affiliateinfo/signup/integrate/travelnow.html</a></b> <sup>10</sup><br>The screen shot below is a portion of a webpage that is rendered in a web browser whenever the code is run. One piece of text in the table reads: "After signing up for the affiliate program you are assigned a unique URL to be used when linking to TravelNow. This allows TravelNow to track reservations coming from your site." |
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<sup>10</sup> HOT0000338.

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| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in TravelNow.com Prior Art<br><b>See also:</b><br>Archived webpages for <a href="http://www.statenslandonline.com">www.statenslandonline.com</a> (DFNDT0000433-486, HOT0000282-283). The archived webpages show that <a href="http://www.statenslandonline.com">www.statenslandonline.com</a> was a TravelNow.com affiliate as early as April 18, 1997. The archived webpages also show a link for "Worldwide Hotel Reservations and Rates" that is provided by TravelNow.com. As shown in the corresponding source code, that link is to " <a href="http://www2.travelnow.com/s/?clientid=195">http://www2.travelnow.com/s/?clientid=195</a> ". Activating that link takes a visitor to a webpage "Staten Island Online Worldwide Hotel Database" with a URL of <a href="http://www2.travelnow.com/s/?clientid=195">www2.travelnow.com/s/?clientid=195</a> — a page that has the look and feel of <a href="http://www.statenslandonline.com">www.statenslandonline.com</a> . It also discloses the capability to search for hotel rooms. The TravelNow.com Prior Art discloses that each of the first web pages belongs to one of a plurality of web page owners.<br><br>(i) wherein each of the first web pages belongs to one of a plurality of web page owners;<br><br>(ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a plurality of merchants; and |
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**See [www.statenslandonline.com/signup/index.html](http://www.statenslandonline.com/signup/index.html)**<sup>8</sup>

The screen shot below is a portion of a webpage that is rendered in a web browser whenever the code is run. One piece of text in the table reads: "When you sign up for the affiliate program, a unique URL will be assigned for you to use when linking to TravelNow."

<sup>8</sup> HOT0000338.

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| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in TravelNow.com Prior Art<br><b>See <a href="http://www.travelnow.com/affiliateinfo/signup/integrate/travelnow.html">www.travelnow.com/affiliateinfo/signup/integrate/travelnow.html</a></b><br>After signing up for the affiliate program you are assigned a unique URL to be used when linking to TravelNow. This unique URL identifies traffic from your website so you receive credit when a reservation is made. <BR><br>The URL will be similar to:<br><code>www.travelnow.com/affiliateinfo/signup/integrate/travelnow.html?ref=123456789</code><br>(The code (123456789) is the unique "client ID" number. TravelNow has assigned it to you.) <BR><br>Keeping your client ID number into the following HTML and pasting it directly into your page quickly establishes your link:<br><code>&lt;A HREF="http://www.travelnow.com/affiliateinfo/signup/integrate/travelnow.html?ref=123456789" &gt;TravelNow Link Partner &lt;/A&gt;</code><br>TravelNow suggests making a list of copy of an approved TravelNow Link on your server to improve page load times for your users. Please see the <a href="http://www.travelnow.com/affiliateinfo/signup/integrate/travelnow.html">www.travelnow.com/affiliateinfo/signup/integrate/travelnow.html</a> page for a list of approved TravelNow links.<br>It is very important that every link from your website to TravelNow includes the unique "client ID" number. (That reservations can be credited to your site.)<br><br>The text in the next table, which is shown in the screen shot below, further discusses the link provided to specific hotels provided to the host website. |
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| Claim No. | Claim Language of U.S. Patent No. 7,818,399 | Relevant Disclosure in TravelNow.com Prior Art<br><b>Tracking your reservations?</b><br>How does TravelNow track reservations?<br>When you sign up for the affiliate program, a unique URL will be assigned for you to use when linking to TravelNow. This unique URL identifies traffic from your website so you receive credit when a reservation is made.<br><br>There are several reporting methods to help you determine the progress of your site.<br><br>• <b>Direct Reservations:</b> Yes, we'll be able to track an exact tally from a reservation originates from your link. This email will summarize the details of each transaction as the transactions are made. The email will also allow you to keep a running total on reservations and your commissions.<br>• <b>Direct Reservations Summary:</b> The web based statistics application allows you query a wide range of data about the performance of your site. It is particularly useful if you want to make comparisons over time. To see if modifications and promotions on your site have had the desired impact on your reservations, use the statistics application.<br>• <b>Direct Reservations Summary:</b> A summary report is created every month summarizing all commissions collected, and an update on the status of all reservations originating from your site.<br><br><b>How do I become an affiliate?</b><br>It's simple. Complete the <a href="http://www.travelnow.com/affiliateinfo/signup/integrate/travelnow.html">www.travelnow.com/affiliateinfo/signup/integrate/travelnow.html</a> and follow the steps to become an affiliate.<br><br>Representative <sup>9</sup> portions of the code that render the above website images are shown below:<br><br><P><B><FONT COLOR="#000000" SIZE="1" FACE="Arial,Helvetica">How does TravelNow track reservations? <BR><br></FONT></B></P><FONT COLOR="#000000" SIZE="1" FACE="Arial,Helvetica">When you sign up for the affiliate program, a unique URL will be assigned |
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<sup>9</sup> Where possible in this table and others, primarily in the interest of keeping these tables from being too lengthy, representative portions of the code have been used. The full piece of code relied on, though, is cited at the beginning of the section.

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| <p>Claim No.      Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <p>Partner&amp;quot;&amp;gt;A&amp;gt;&lt;/FONT&gt;&lt;/PRE&gt;</p> <p>&lt;TD BGCOLOR="#d7d7d7"&gt;</p> <p>&lt;P&gt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;If your website provides information about specific hotels and you would like to enhance your site with online rates and availability, you can link directly to a hotel on the TravelNow site. You have the option of linking to the TravelNow property information for the hotel. &lt;/or&gt;&lt;/TD&gt; link directly to the pricing and availability feature. This is done by modifying the following code:&lt;/FONT&gt;&lt;/P&gt;</p> <p>&lt;P&gt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;This HTML will link directly to the &lt;B&gt;Property Description&lt;/B&gt; for the Ramada Limited San Diego on TravelNow.&lt;BR&gt;</p> <p>&lt;FONT&gt;&lt;TABLE WIDTH="100%" BORDER="0" CELLSPACING="2" CELLPADDING="0"&gt;</p> <p>&lt;TR&gt;</p> <p>&lt;TD WIDTH="100%" BGCOLOR="#d7d7d7"&gt;</p> <p>&lt;P&gt;&amp;nbsp;&amp;nbsp;&amp;nbsp;&lt;FONT FACE="Times New Roman"&gt;&lt;server&gt;write("&amp;lt;A href="http://www.travelnow.com/hotels/entry.html?cid="+ request.cid)&lt;/server&gt; Roman"&gt;&amp;amp;ID=130181&amp;amp;city=san-diego&lt;BR&gt;</p> <p>&amp;amp;state=CA&amp;amp;country=USA&amp;amp;hotel=1 &amp;quot;&amp;gt;&lt;FONT&gt;&lt;FONT FACE="Times New Roman"&gt;Example - Ramada Limited San Diego Property Information&amp;lt;/A&amp;gt;&lt;/FONT&gt;&lt;/P&gt;</p> <p><b>See site/affiliateinfo/num/success.html:11</b></p> <p>The screen shot below is a portion of a webpage that is rendered in a web browser whenever the code is run. One piece of text reads: "Your new TravelNow Affiliate client ID is write(request.cid). Please remember this number. You will need to refer to it in all links and correspondence with TravelNow."</p> |
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| <p>Claim No.      Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <p>representative portions of the code that render the above website images are shown below:</p> <p>&lt;TR&gt;</p> <p>&lt;TD BGCOLOR="#d7d7d7"&gt;</p> <p>&lt;P&gt;&gt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;After signing up for the affiliate</p> |
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| <p>Claim No.      Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <p><b>Signup Successful</b></p> <p><b>Your new TravelNow Affiliate client ID is &lt;code&gt;request.cid. Please remember this number. You will need to refer to it in all links and correspondence with TravelNow.</b></p> <p>This URL: &lt;code&gt;http://www.travelnow.com/hotels/entry.html?cid="+ request.cid is unique to your site. The write("cid" + request.cid) identifies reservations originating from your site. Always include it when linking to TravelNow.</p> <p>For simple instructions on integrating the program into your site, please refer to our <b>Affiliate Center</b> at &lt;code&gt;http://www.travelnow.com/affiliate/&lt;/code&gt;</p> <p>We'd like to see your link! Please send us an email when the link is active, along with the page it is linked from to &lt;code&gt;affiliate@travelnow.com&lt;/code&gt;</p> <p>All commissions will be <b>talked and paid on a monthly schedule.</b></p> <p>If you have any questions or suggestions, please email TravelNow at &lt;code&gt;affiliate@travelnow.com&lt;/code&gt;</p> <p>Thank you for participating and best of luck with your site.</p> <p>Representative portions of the code that render the above website images are shown below:</p> <p>&lt;B&gt;&lt;FONT FACE="Arial"&gt;Your new TravelNow Affiliate client ID is &lt;FONT&gt;&lt;FONT COLOR="#ff0000"&gt;&lt;server&gt;write(request.cid)&lt;/server&gt;&lt;/FONT&gt;&lt;/FONT COLOR="#000000" FACE="Arial"&gt;. Please remember this number. You will need to refer to it in all links and correspondence with TravelNow.&lt;/FONT&gt;&lt;/B&gt;&lt;/P&gt;</p> <p>&lt;P&gt;&lt;FONT FACE="Arial"&gt;This URL &lt;a href="http://www.travelnow.com/affiliate/?cid="</p> |
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| <p>Claim No.      Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <p>program you are assigned a unique URL to be used when linking to TravelNow. This allows TravelNow to track reservations coming from your site.&lt;/FONT&gt;&lt;/P&gt;</p> <p>&lt;P&gt;&gt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;The URL will be similar to:&lt;BR&gt;</p> <p>&lt;BR&gt;</p> <p>&lt;FONT&gt;&lt;B&gt;&lt;FONT COLOR="#0000ff" SIZE="1" FACE="Arial,Helvetica"&gt;&lt;server&gt;write("http://www.travelnow.com/affiliate/?cid=&lt;/FONT&gt;&lt;FONT COLOR="#ff0000" SIZE="1" FACE="Arial,Helvetica"&gt;"+ request.cid + "&lt;/FONT&gt;&lt;/B&gt;&lt;/P&gt;&lt;/server&gt;</p> <p>&lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;(the &lt;/FONT&gt;&lt;B&gt;&lt;FONT COLOR="#ff0000" SIZE="1" FACE="Arial,Helvetica"&gt;&lt;server&gt;write(request.cid)&lt;/server&gt;&lt;/FONT&gt;&lt;/B&gt;&lt;/FONT&gt; is the unique &amp;quot;&lt;/FONT&gt;&lt;B&gt;&lt;FONT COLOR="#ff0000" SIZE="1" FACE="Arial,Helvetica"&gt;client ID&lt;/FONT&gt;&lt;/B&gt;&lt;/FONT&gt; SIZE="1" FACE="Arial,Helvetica"&gt;&amp;quot; number TravelNow has assigned to your site)&lt;/FONT&gt;&lt;/P&gt;</p> <p>&lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;Inserting your client ID number into the following HTML and pasting it directly into your page quickly establishes your link.&lt;/FONT&gt;&lt;/P&gt;</p> <p>&lt;P&gt;&lt;TABLE WIDTH="100%" BORDER="0" CELLSPACING="2" CELLPADDING="5" HEIGHT="76"&gt;</p> <p>&lt;TR&gt;</p> <p>&lt;TD WIDTH="422" BGCOLOR="#0000ff" HEIGHT="59"&gt;</p> <p>&lt;PRE&gt;&lt;FONT FACE="Times New Roman"&gt;&lt;server&gt;write("&amp;lt;A href="http://www.travelnow.com/affiliate/?cid="+ request.cid + "&amp;quot;&amp;gt;")&lt;/server&gt; &lt;/FONT&gt;</p> <p>&lt;FONT FACE="Times New Roman"&gt;&amp;lt;img SRC="http://images/affiliate/travelnow.gif"&amp;quot; &lt;/FONT&gt;&lt;/FONT FACE="Times New Roman"&gt;&lt;BORDER="1" &amp;quot;&amp;quot; alt="&amp;quot;TravelNow Link</p> |
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| <p>Claim No. 7,818,399</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> } if (!CheckNull(cloneurs.HotlistHeader)) var cloneheader = cloneurs.HotlistHeader } // Set Clone Variables for Tables if (!CheckNull(cloneurs.TableBack)) var cloneTableBack = cloneurs.TableBack } if (!CheckNull(cloneurs.TableColor)) var cloneTableColor = cloneurs.TableColor } if (!CheckNull(cloneurs.TableBody1)) var cloneTableBody1 = cloneurs.TableBody1 } if (!CheckNull(cloneurs.TableBody2)) var cloneTableBody2 = cloneurs.TableBody2 } if (!CheckNull(cloneurs.TableBorder)) var cloneTableBorder = cloneurs.TableBorder } //set clone variables for images if (!CheckNull(cloneurs.processinggf)) processinggf = cloneurs.processinggf } if (!CheckNull(cloneurs.mapson)) mapsongf = cloneurs.mapson } if (!CheckNull(cloneurs.mapsoff)) mapsoffgf = cloneurs.mapsoff </pre> |
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| <p>Claim No. 7,818,399</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> // Do stuff for Clones // Set Clone Variables for Buttons var mapsongf = "/banimages/mapson.gif" var mapsoffgf = "/banimages/mapsoff.gif" var ratesongf = "/banimages/rateson.gif" var ratesoffgf = "/banimages/ratesoff.gif" var infoongf = "/banimages/infobuton.gif" var infooffgf = "/banimages/infobutonoff.gif" var processinggf = "/images/processingb.gif" var clonebackground = "" var clonebgcolor = "#000000" var clonealink = "#FF0080" var clonevlink = "#FF80FF" var clonealink = "#F8B63D" var clonevlink = "#FFFFFF" var cloneheader = "#FF0080" var cloneTableBack = "#34208b" var cloneTableBody2 = "#D7DD77" var cloneTableColor = clonebgcolor var cloneTableBorder = "0" var cloneNegRatesOnly = false var cloneAds = true var clonehotlist = "1" //default to yes have a separate from for hotel list if (request.cid != 1) cloneurs = database.cursor("select * from clones where id = " + request.cid) while(cloneurs.next()) } //for separate clone hotel list frames if (!CheckNull(cloneurs.HotListFrame)) </pre> |
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| <p>Claim No. 7,818,399</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> } if (!CheckNull(cloneurs.rateson)) ratesongf = cloneurs.rateson } if (!CheckNull(cloneurs.ratesoff)) ratesoffgf = cloneurs.ratesoff } if (!CheckNull(cloneurs.infoon)) infoongf = cloneurs.infoon } if (!CheckNull(cloneurs.infooff)) infooffgf = cloneurs.infooff } //close the Clone Cursor cloneurs.close(); } if (clonehotlist == "0") write("&lt;base target=\"hotlistframe\"&gt;ur") } else write("&lt;base target=\"hotinfoframe\"&gt;ur") } </pre> <p><b>See also:</b><br/> Archived webpages for www.statenslandonline.com (DENND0000433-0000486, HOT000282-283). The archived webpages show that www.statenslandonline.com was a TravelNow.com affiliate as early as April 18, 1997. The archived webpages also show a link for "Worldwide Hotel Reservations and Rates" that is provided by TravelNow.com. As shown in the corresponding source code, that link is to "http://www2.travelnow.com/s/?clientid=195". Activating that link takes a visitor to a webpage "Staten Island Online Worldwide Hotel Database" with a URL of www2.travelnow.com/s/?clientid=195 — a page that has the look and feel of www.statenslandonline.com. It also discloses the capability to search for hotel rooms.</p> |
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| <p>Claim No. 7,818,399</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> clonehotlist = cloneurs.HotListFrame = "" } // Set Clone Variables for body if (!CheckNull(cloneurs.NegRates)) if (cloneurs.NegRates == "1") var cloneNegRatesOnly = true } } if (!CheckNull(cloneurs.Ads)) if (cloneurs.Ads == "0") cloneAds = false } } if (!CheckNull(cloneurs.HotlistBgcolor)) var clonebgcolor = cloneurs.HotListBgcolor } } if (!CheckNull(cloneurs.Alink)) var clonealink = cloneurs.Alink } } if (!CheckNull(cloneurs.vlink)) var clonevlink = cloneurs.vlink } } if (!CheckNull(cloneurs.Link)) var clonelink = cloneurs.Link } } if (!CheckNull(cloneurs.HotlistText)) var cloneText = cloneurs.HotlistText </pre> |
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| <p>Claim No. Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <p>After signing up by the affiliate program you are assigned a unique URL to be used when linking to TravelNow. This allows TravelNow to track reservation coming from your site.</p> <p>The URL will be similar to:</p> <pre> www.travelnow.com/affiliates/2608-1-123456789 </pre> <p>This unique URL contains the unique "id" number. TravelNow has assigned the unique "id" number into the following HTML and pasting it directly into your page quickly establishes your link:</p> <pre> &lt;A HREF="http://www.travelnow.com/affiliates/2608-1-123456789"&gt; BORDER="0" ID="TravelNow Link Partner"&gt;&lt;/A&gt; </pre> <p>TravelNow suggests creating a hot link on your website. Copy on your server to produce code that links to your users. Please see the following code as an example of approved TravelNow links:</p> <p>It is very important that every link from your website to TravelNow includes the unique "id" number in the URL, so that reservations can be attributed to your site.</p> <p>The text in the next table, which is shown in the screen shot below, further discusses the link provided to the host website.</p> |
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| <p>Claim No. Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <p>The TravelNow.com Prior Art discloses that the selected merchant, the outsource provider, and the owner of the first web page are each third parties with respect to one other.</p> <p>The prior art TravelNow.com system disclosed commerce objects consisting of specific hotels. Before the TravelNow.com system was able to offer these hotels as part of the affiliate system, arrangements with the hotels were in place and data concerning the objects was stored at the TravelNow.com website.</p> <p>See HOT0000282-283, showing list of diverse host web pages.</p> <p>See DFND1000484, showing third party Red Roof Inns.</p> <p>See DFND1000486, showing third party Residence Inn.</p> <p>See DFND1000461, showing third party ThriftLodge.</p> <p>All of these hotel service providers are third parties with respect to TravelNow.com and the owner of the first web page (i.e., the host).</p> <p>The TravelNow.com Prior Art discloses automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then</p> <p>See ss1s/hotels/entry.html;14</p> <p>For example, a link for Hotel Reservations is activated and a web page is served. The banner of the served page will be the banner of the host website. To do this, the system checks the request cid value that forms part of the link (as shown above for element (b)). The request cid value is an affiliate identification number (or number identifying the claimed "host website"). If the value is not equal to 1, the system then obtains the information needed to generate the appropriate banner for the particular host website (or affiliate) from a database using the request cid value. The code for performing this is shown below.</p> <pre> &lt;html&gt; &lt;head&gt; &lt;script&gt; if (UpdateCookieFile){ WriteOutCookie(thecookies) } </pre> |
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| <p>Claim No. Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <p>Below is a portion of the code that renders the above website images are shown below:</p> <pre> &lt;TR&gt; &lt;TD BGCOLOR="#d3d3d3"&gt; &lt;?&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;After signing up for the affiliate </pre> |
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| <p>Claim No. Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> &lt;/script&gt; &lt;title&gt;Hotel Reservations&lt;/title&gt; &lt;/head&gt; &lt;frameset framespacing="0" border="false" frameborder="0" rows="55,*_30"&gt; /* if (request.cid != 1){ var theBFrame = "" cloneurs = database.cursor("select * from clones where id = " + request.cid) while(cloneurs.next()){ if (cloneurs.bannerframe != null){ cloneurs.close(); } else{ theBFrame = "bannerframe.html"; } } } else{ */ var theBFrame = "bannerframe.html"; //} </pre> <p>See ss1s/affiliateinfo/signup/integratetravelnow.html;15</p> <p>The screen shot below is a portion of a webpage that is rendered in a web browser whenever the code is run. One piece of text in the table reads: "After signing up for the affiliate program you are assigned a unique URL to be used when linking to TravelNow. This allows TravelNow to track reservations coming from your site."</p> |
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| <p>Claim No. 7,818,399</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com, Prior Art</p> <pre> See <a href="#">ssk/hotelentry.html</a>:<sup>16</sup> For example, a link for Hotel Reservations is activated and a web page is served. The banner of the served page will be the banner of the host website. To do this, the system checks the request.cid value that forms part of the link (as shown above for element (b)). The request.cid value is an affiliate identification number (or number identifying the claimed "host website"). If the value is not equal to 1, the system then obtains the information needed to generate the appropriate banner for the particular host website (or affiliate) from a database using the request.cid value. The code for performing this is shown below. &lt;html&gt; &lt;head&gt; &lt;server&gt; if (UpdateCookiesFile){ WriteOutCookie(thecookies) } &lt;/server&gt; &lt;title&gt;Hotel Reservations&lt;/title&gt; &lt;/head&gt; &lt;frameset frameborder="0" border="false" frameborder="0" rows="55, *30"&gt; /* if (request.cid != 1){ var theBFrame = "" clonecurs = database.cursor("select * from clones where id=" + request.cid) while(clonecurs.next()){ if (clonecurs.bannerframe != null){ theBFrame = clonecurs.bannerframe; clonecurs.close(); } } else{ </pre> |
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<sup>16</sup> HOT000038.

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| <p>Claim No. 7,818,399</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com, Prior Art</p> <pre> program you are assigned a unique URL to be used when linking to TravelNow. This allows TravelNow to track reservations coming from your site.&lt;FONT&gt;&lt;/P&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;The URL will be similar to:&lt;BR&gt;&lt;BR&gt; &lt;FONT&gt;&lt;B&gt;&lt;FONT COLOR="#0000ff" SIZE="1" FACE="Arial,Helvetica"&gt;&lt;server&gt;write("http://www.travelnow.com/affiliate/7cid"&lt;FONT&gt;&lt;FONT COLOR="#ff0000" SIZE="1" FACE="Arial,Helvetica"&gt;"+ request.cid + "&lt;FONT&gt;&lt;B&gt;&lt;/P&gt;&lt;/server&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;(the &lt;FONT&gt;&lt;B&gt;&lt;FONT COLOR="#ff0000" SIZE="1" FACE="Arial,Helvetica"&gt;&lt;server&gt;write(request.cid)&lt;/server&gt;&lt;FONT&gt;&lt;B&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt; is the unique &amp;quot;&lt;FONT&gt;&lt;B&gt;&lt;FONT COLOR="#ff0000" SIZE="1" FACE="Arial,Helvetica"&gt;&lt;client ID&lt;/FONT&gt;&lt;B&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;&amp;quot;: number TravelNow has assigned to your site)&lt;/FONT&gt;&lt;/P&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;Inserting your client ID number into the following HTML and pasting it directly into your page quickly establishes your link.&lt;/FONT&gt;&lt;/P&gt; &lt;P&gt;&lt;TABLE WIDTH="100%" BORDER="0" CELLSPACING="2" HEIGHT="76"&gt; &lt;TR&gt; &lt;TD WIDTH="422" BGCOLOR="#0000ff" HEIGHT="59"&gt; &lt;PRE&gt;&lt;FONT FACE="Times New Roman"&gt;&lt;server&gt;write("&amp;lt;A &amp;quot;&amp;gt;")&lt;/server&gt; &lt;/FONT&gt; &lt;FONT FACE="Times New Roman"&gt;&amp;lt;IMG SRC="&amp;quot;images/affiliate/travelnow.gif&amp;quot; &lt;/FONT&gt; &lt;FONT FACE="Times New Roman"&gt;&lt;BORDER="&amp;quot;0&amp;quot; alt="&amp;quot;TravelNow Link </pre> |
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| <p>Claim No. 7,818,399</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com, Prior Art</p> <pre> theBFrame = "bannerframe.html"; } else{ */ var theBFrame = "bannerframe.html"; //} See <a href="#">ssk/affiliateinfo/signup/integratetravelnow.html</a>:<sup>17</sup> The screen shot below is a portion of a webpage that is rendered in a web browser whenever the code is run. One piece of text in the table reads: "After signing up for the affiliate program you are assigned a unique URL to be used when linking to TravelNow. This allows TravelNow to track reservations coming from your site."</pre> |
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<sup>17</sup> HOT000038.

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| <p>Claim No. 7,818,399</p> | <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com, Prior Art</p> <pre> Partner&amp;quot;&amp;gt;&amp;lt;/A&amp;gt;&lt;/PRE&gt; &lt;/TD&gt; &lt;TD BGCOLOR="#0070C0"&gt; * * * &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;If your website provides information about specific hotels and you would like to enhance your site with online rates and availability, you can link directly any hotel on the TravelNow site. You have the option of linking to the TravelNow property information for the hotel, &lt;/P&gt;&lt;/TD&gt; link directly to the pricing and availability feature. This is done by modifying the following code:&lt;FONT&gt;&lt;/P&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;This HTML will link directly to the &lt;B&gt;Property Descriptor&lt;/B&gt; for the Ramada Limited San Diego on TravelNow:&lt;BR&gt; &lt;FONT&gt;&lt;TABLE WIDTH="100%" BORDER="0" CELLSPACING="2" CELLPADDING="0"&gt; &lt;TR&gt; &lt;TD WIDTH="100%" BGCOLOR="#0000ff"&gt; &lt;P&gt;&amp;nbsp;&amp;nbsp;&amp;nbsp;&lt;FONT FACE="Times New Roman"&gt;&lt;server&gt;write("&amp;lt;A HREF="&amp;quot;http://www.travelnow.com/hotels/entry.html?cid=" + request.cid)&lt;/server&gt; &lt;/FONT&gt;&lt;FONT COLOR="#ff0000" FACE="Times New Roman"&gt;&amp;lt;img alt="SA&amp;amp;country=USA&amp;amp;phone=1&amp;quot;&amp;gt; &lt;/FONT&gt;&lt;FONT FACE="Times New Roman"&gt;&amp;lt;Example - Ramada Limited San Diego Property Information&amp;lt;/A&amp;gt;&lt;/P&gt; When a link for Hotel Reservations is activated, a web page is served. The banner of the served page will be the banner of the host website. To do this, the system checks the request.cid value that forms part of the link (as shown above for element (b)). The request.cid value is an affiliate identification number (or number identifying the claimed "host website"). If the value is not equal to 1, the system then obtains the information needed to generate the appropriate banner for the particular host website (or affiliate) from a database using the request.cid value. The code for performing this is shown below. </pre> |
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| <p>Claim No.      Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <p>program you are assigned a unique URL to be used when linking to TravelNow. This allows TravelNow to track reservations coming from your site.</p> <pre> &lt;BR&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;The URL will be similar to&lt;BR&gt; &lt;FONT&gt;&lt;B&gt;&lt;FONT COLOR="#0000FF" SIZE="1" FACE="Arial,Helvetica"&gt;&lt;server&gt;write(request.cid)&lt;/server&gt;&lt;/FONT&gt;&lt;/B&gt;&lt;/FONT&gt;&lt; FONT COLOR="#0000FF" SIZE="1" FACE="Arial,Helvetica"&gt;" + request.cid + "&lt;/FONT&gt;&lt;/B&gt;&lt;/P&gt;&lt;/server&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;(the &lt;FONT&gt;&lt;B&gt;&lt;/FONT&gt; SIZE="1" FACE="Arial,Helvetica"&gt;&lt;server&gt;write(request.cid)&lt;/server&gt;&lt;/FONT&gt;&lt;/B&gt;&lt;/FONT&gt; SIZE="1" FACE="Arial,Helvetica"&gt; is the unique, &lt;FONT COLOR="#0000FF" SIZE="1" FACE="Arial,Helvetica"&gt;client ID&lt;/FONT&gt;&lt;/B&gt;&lt;/FONT&gt; SIZE="1" FACE="Arial,Helvetica"&gt;&amp;quot;. number TravelNow has assigned to your site)&lt;/FONT&gt;&lt;/P&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;Inserting your client ID number into the following HTML and pasting it directly into your page quickly establishes your link.&lt;/FONT&gt;&lt;/P&gt; &lt;P&gt;&lt;TABLE WIDTH="100%" BORDER="0" CELLSPACING="2" HEIGHT="76"&gt; &lt;TR&gt; &lt;TD WIDTH="42%" BGCOLOR="#0000FF" HEIGHT="59"&gt; &lt;PRE&gt;&lt;FONT FACE="Times New Roman"&gt;&lt;server&gt;write("&amp;lt;a " &amp;quot;&amp;gt;http://www.travelnow.com/affiliate/?cid=" + request.cid + "&amp;quot;&amp;gt;")&lt;/server&gt; &lt;/FONT&gt; &lt;FONT FACE="Times New Roman"&gt;&amp;lt;img SRC="&amp;quot;/images/affiliate/travelnow.gif&amp;quot; &lt;/FONT&gt; &lt;FONT FACE="Times New Roman"&gt;&lt;BORDER="&amp;quot;0&amp;quot; alt="&amp;quot;TravelNow Link </pre> |
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| <p>Claim No.      Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <p>After signing up for the affiliate program you are assigned a unique URL to be used when signing to TravelNow. This allows TravelNow to track reservations coming from your site.</p> <p>The URL will be similar to:</p> <pre> write?http://www.travelnow.com/affiliates/cid= ? </pre> <p>(The write?request.cid is the unique ID of the member. TravelNow has assigned to you site.)</p> <p>Inserting your client ID number into the following HTML and pasting it directly into your page quickly establishes your link.</p> <pre> write?A.EZEP="http://www.travelnow.com/affiliate?cid=" + request.cid + "&amp; &lt;B&gt;SRC=" + request.cid + "&amp;quot; alt="TravelNow Link Partner"&gt;"&gt; </pre> <p>TravelNow suggests making a local copy of an approved TravelNow logo on your server to improve page load times for your users. Please see the <a href="#">TravelNow Logo Size for a list of approved TravelNow logos.</a></p> <p>It is very important that every link from your website to TravelNow includes the appropriate ID of the URL for that reservation. See the <a href="#">TravelNow Logo Size</a> for a list of approved TravelNow logos.</p> <p>The text in the next table, which is shown in the screen shot below, further discusses the link provided to the host website.</p> |
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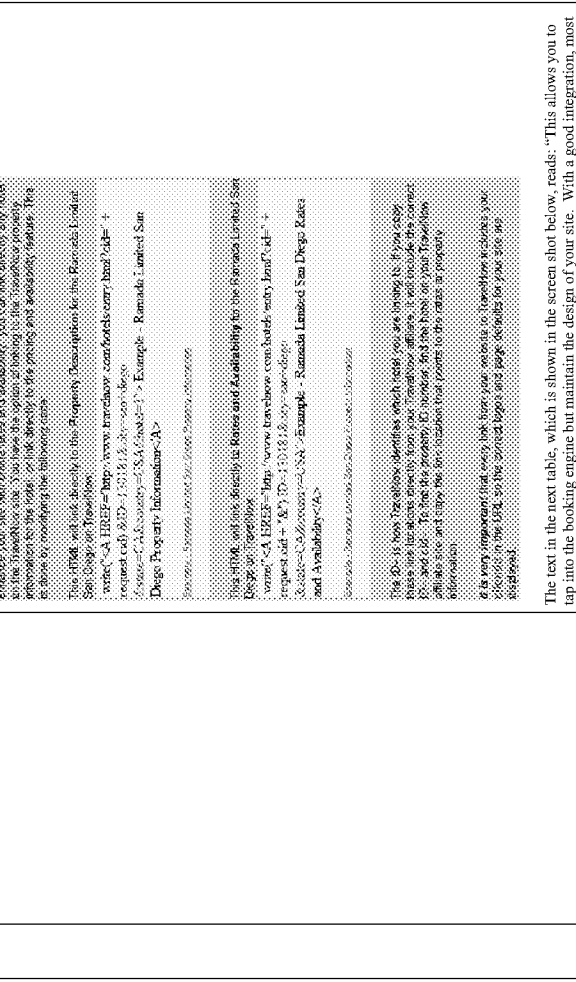
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| <p>Claim No.      Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> &lt;TD&gt; * * * &lt;P&gt;&lt;BGCOLOR="#0000FF"&gt; about specific hotels and you would like to enhance your site with online rates and availability, you can link directly any hotel on the TravelNow site. You have the option of linking to the TravelNow property information for the hotel, &lt;/P&gt; directly to the pricing and availability feature. This is done by modifying the following code:&lt;/P&gt; &lt;P&gt;&lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;This HTML will link directly to the &lt;B&gt;Property Description&lt;/B&gt; for the Ramada Limited San Diego on TravelNow.&lt;BR&gt; &lt;FONT&gt;&lt;TABLE WIDTH="100%" BORDER="0" CELLSPACING="2" CELLPADDING="0"&gt; &lt;TR&gt; &lt;TD WIDTH="100%" BGCOLOR="#0000FF"&gt; &lt;P&gt;&amp;nbsp;&lt;FONT FACE="Times New Roman"&gt;&lt;server&gt;write("&amp;lt;a HREF="&amp;quot;http://www.travelnow.com/hotel?entry.html?cid=" + request.cid)&lt;/server&gt; Roman"&gt;&amp;amp;ID="130181&amp;amp;city=san-diego"&lt;BR&gt; &amp;amp;state=CA&amp;amp;country=USA&amp;amp;hotel=1&amp;quot;&amp;gt; &lt;/FONT&gt;&lt;/FONT&gt; FACE="Times New Roman"&gt;Example - Ramada Limited San Diego Property Information&amp;lt;/A&amp;gt;&lt;/P&gt; </pre> <p><b>See also:</b><br/> Archived webpages for <a href="http://www.statenslandonline.com">www.statenslandonline.com</a> (DFNDT0000433-486, HOT10000282-283). The archived webpages show that <a href="http://www.statenslandonline.com">www.statenslandonline.com</a> was a TravelNow.com affiliate as early as April 18, 1997. The archived webpages also show a link for "Worldwide Hotel Reservations and Rates" that is provided by TravelNow.com. As shown in the corresponding source code, that link is to <a href="http://www2.travelnow.com/s/?clientid=195">http://www2.travelnow.com/s/?clientid=195</a>. Activating that link takes a visitor to a webpage "Staten Island Online Worldwide Hotel Database" with a URL of <a href="http://www2.travelnow.com/s/?clientid=195">http://www2.travelnow.com/s/?clientid=195</a> --- a page that has the look and feel of <a href="http://www.statenslandonline.com">www.statenslandonline.com</a>. It also discloses the capability to search for hotel.</p> |
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| <p>Claim No.      Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <p>After signing up for the affiliate program you are assigned a unique URL to be used when signing to TravelNow. This allows TravelNow to track reservations coming from your site.</p> <p>The URL will be similar to:</p> <pre> write?http://www.travelnow.com/affiliates/cid= ? </pre> <p>(The write?request.cid is the unique ID of the member. TravelNow has assigned to you site.)</p> <p>Inserting your client ID number into the following HTML and pasting it directly into your page quickly establishes your link.</p> <pre> write?A.EZEP="http://www.travelnow.com/affiliate?cid=" + request.cid + "&amp; &lt;B&gt;SRC=" + request.cid + "&amp;quot; alt="TravelNow Link Partner"&gt;"&gt; </pre> <p>TravelNow suggests making a local copy of an approved TravelNow logo on your server to improve page load times for your users. Please see the <a href="#">TravelNow Logo Size for a list of approved TravelNow logos.</a></p> <p>It is very important that every link from your website to TravelNow includes the appropriate ID of the URL for that reservation. See the <a href="#">TravelNow Logo Size</a> for a list of approved TravelNow logos.</p> <p>The text in the next table, which is shown in the screen shot below, further discusses the link provided to the host website.</p> |
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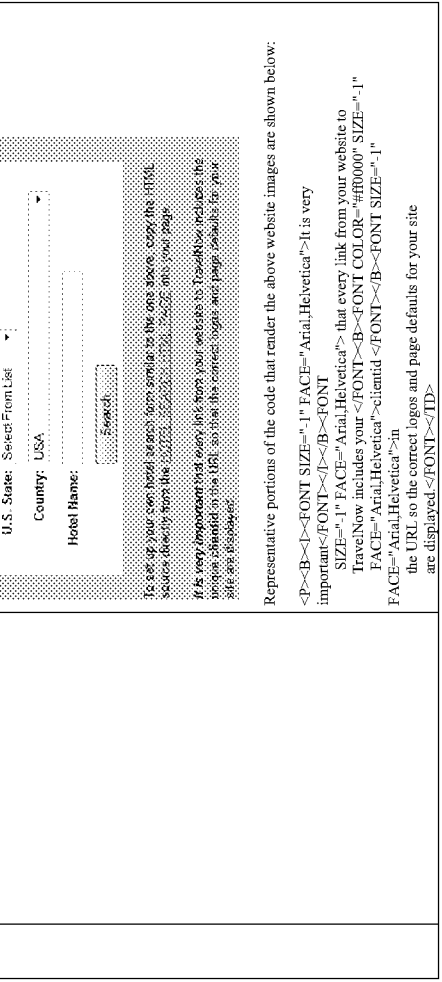




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| <p>Claim No.</p> <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> &lt;TR&gt; &lt;/TR&gt; &lt;TABLE WIDTH="480" CELLPADDING="2" BGCOLOR="#efefef" BORDER="0" CELLSPACING="0"&gt; &lt;TR&gt; &lt;TD BGCOLOR="#34208b"&gt; &lt;A NAME="anchors34833"&gt;&lt;A&gt;&lt;STRONG&gt;&lt;FONT COLOR="#ffff" FACE="Arial,Helvetica"&gt;Add a hotel search form to your site&lt;/FONT&gt;&lt;/STRONG&gt;&lt;/TD&gt; &lt;TR&gt; &lt;TD BGCOLOR="#d7d7d7"&gt; &lt;/TD&gt; &lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;This allows you to tap into the booking engine but maintain the design of your site. With a good integration, most users never realize they have left your site to make the travel reservations.&lt;/FONT&gt;&lt;/P&gt; * * * &lt;/&gt; &lt;P&gt;&lt;TABLE WIDTH="480" CELLPADDING="2" BGCOLOR="#efefef" BORDER="0"&gt; CELLSPACING="0"&gt; &lt;TR&gt; &lt;TD BGCOLOR="#34208b"&gt; &lt;STRONG&gt;&lt;FONT COLOR="#ffff" FACE="Arial,Helvetica"&gt;Custom interfaces&lt;/FONT&gt;&lt;/STRONG&gt;&lt;/TD&gt; &lt;TR&gt; &lt;TD BGCOLOR="#efefef"&gt; &lt;/TD&gt; &lt;FONT SIZE="1" FACE="Arial,Helvetica"&gt;TravelNow has a co-branding option that allows you to develop a custom interface to the TravelNow booking engine using your own logos, backgrounds and font properties.&lt;BR&gt; For more information, please contact Billy Anderson at &lt;A HREF="mailto:billya@travelnow.com"&gt;subject=co-branded interface"&gt;billya@travelnow.com&lt;/A&gt;&lt;/FONT&gt;&lt;/TD&gt; </pre> |
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| <p>Claim No.</p> <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com Prior Art</p>  <p>The text in the next table, which is shown in the screen shot below, reads: "This allows you to tap into the booking engine but maintain the design of your site. With a good integration, most users never realize they have left your site to make the travel reservations."</p> |
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| <p>Claim No.</p> <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> &lt;TR&gt; --&gt;&lt;P&gt; <b>See also:</b> Archived webpages for www.statenslandonline.com (DFND10000433-486, HOT10000282-283). The archived webpages show that www.statenslandonline.com was a TravelNow.com affiliate as early as April 18, 1997. The archived webpages also show a link for "Worldwide Hotel Reservations and Rates" that is provided by TravelNow.com. As shown in the corresponding source code, that link is to "http://www2.travelnow.com/s/ci/clientid=195". Activating that link takes a visitor to a webpage "Staten Island Online Worldwide Hotel Database" with a URL of www2.travelnow.com/s/ci/clientid=195 -- a page that has the look and feel of www.statenslandonline.com. It also discloses the capability to search for hotel rooms. The TravelNow.com Prior Art discloses the method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page. <b>See also:</b> hotels/hotavail.html<sup>21</sup> For example, the homepage contained data for links back to the affiliate website. Navigational links could also be included in an affiliate's banner: // Do stuff for Clones // Set Clone Defaults var cloneTableBack = "#34208b" var cloneTableColor = "#ffffff" var cloneTableBody1 = "#f0f0f0" var cloneTableBody2 = "#d7d7d7" var cloneTableBorder = "0" var clonebackground = "" var clonecolor = "#ffffff" var cloneslink = "" var clone/link = "" </pre> |
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| <p>Claim No.</p> <p>Claim Language of U.S. Patent No. 7,818,399</p> | <p>Relevant Disclosure in TravelNow.com Prior Art</p>  <p>The text in the next table, which is shown in the screen shot below, reads: "This allows you to tap into the booking engine but maintain the design of your site. With a good integration, most users never realize they have left your site to make the travel reservations."</p> <p>Representative portions of the code that render the above website images are shown below:</p> <pre> &lt;P&gt;&lt;B&gt;&lt;/B&gt;&lt;/FONT SIZE="1" FACE="Arial,Helvetica"&gt;It is very important&lt;/FONT&gt;&gt;&lt;/B&gt;&lt;/FONT SIZE="1" FACE="Arial,Helvetica"&gt; that every link from your website to TravelNow includes your&lt;/FONT&gt;&lt;B&gt;&lt;/B&gt;&lt;/FONT COLOR="#ff0000" SIZE="1" FACE="Arial,Helvetica"&gt;clientid&lt;/FONT&gt;&lt;/B&gt;&lt;/FONT SIZE="1" FACE="Arial,Helvetica"&gt;in the URL, so the correct logos and page defaults for your site are displayed.&lt;/FONT&gt;&gt;&lt;/TD&gt; </pre> |
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| <p><b>Claim No.</b>      <b>Claim Language of U.S. Patent No. 7,818,399</b></p> | <p><b>Relevant Disclosure in TravelNow.com Prior Art</b></p> <pre> if ((CheckNull(clonecs.HotListFrame)) clonehotlist = clonecs.HotListFrame + "" } //close the Clone Cursor clonecs.close(); } } if ((CheckNull(request.FromS)) { background="http://www.travelnow.com/images/clones/" + request.cid + "/bg.gif" bgcolor=" + clonebgcolor + " + "" } else { if ((CheckNull(clonebackground)) { write("&lt;body leftmargin=" + clonebgcolor + " + "" clonebackground + " + " bgcolor=" + clonebgcolor + " + "" ) } else { write("&lt;body leftmargin=" + clonebgcolor + " + "" clonebackground + " + " bgcolor=" + clonebgcolor + " + "" ) } } write(" + clonealink + " + "" vlink=" + clonealink + " + "" link=" + clonealink + " + "" text=" + cloneext + " + "" onload=" + process); return true; /&gt;") } } if ((CheckNull(request.FromS)) { write("&lt;table border=" + width + "&gt;&lt;tr&gt;&lt;td&gt; + href=" + "" + clonehomeurl + " src=" + "http://www.travelnow.com/images/clones/" + request.cid + " "/logo.gif"&gt;&lt;td&gt; + ""&lt;/tr&gt;&lt;/table&gt; + ""&gt;") } } else { </pre> |
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| <p><b>Claim No.</b>      <b>Claim Language of U.S. Patent No. 7,818,399</b></p> | <p><b>Relevant Disclosure in TravelNow.com Prior Art</b></p> <pre> var clonealink = "" var cloneext = "" var clonehomeurl = "" var cloneAds = true var theBFrame = "" var clonehotlist = "" //default to yes have a separate from for hotel list if (request.cid != 1) { clonecs = database.cursor("select * from clones where id = " + request.cid) while(clonecs.next()){ if (" + clonecs.bannerframe != "null") { theBFrame = clonecs.bannerframe; } } if ((CheckNull(clonecs.HomeURL)) { var clonehomeurl = clonecs.HomeURL; } } // Set Clone Variables for body if ((CheckNull(clonecs.background)) { var clonebackground = clonecs.background } } if ((CheckNull(clonecs.bgcolor)) { var clonebgcolor = " + clonecs.bgcolor } } if ((CheckNull(clonecs.Alink)) { var clonealink = " + clonecs.Alink } } </pre> |
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| <p><b>Claim No.</b>      <b>Claim Language of U.S. Patent No. 7,818,399</b></p> | <p><b>Relevant Disclosure in TravelNow.com Prior Art</b></p> <pre> WriteTheBFrame(theBframes,clonehomeurl)/write out the bannerframe for clones } // End stuff for Clones ----- <b>See also:</b> Archived webpages for www.statenslandonline.com (DFNDI0000433-486, HOT0000282-283). The archived webpages show that www.statenslandonline.com was a TravelNow.com affiliate as early as April 18, 1997. The archived webpages also show a link for "Worldwide Hotel Reservations and Rates" that is provided by TravelNow.com. As shown in the corresponding source code, that link is to "http://www2.travelnow.com/s/?clientid=195". Activating that link takes a visitor to a webpage "Statens Island Online Worldwide Hotel Database" with a URL of www2.travelnow.com/s/?clientid=195 — a page that has the look and feel ofwww.statenslandonline.com. It also discloses the capability to search for hotel rooms. The TravelNow.com Prior Art discloses the method of claim 1 wherein the commerce object associated with the link that has been activated comprises information defining an electronic catalog having a multitude of merchant offerings, and wherein the second web page contains one or more selectable navigation links connecting a hierarchical set of additional, second web pages, each pertaining to a subset of the offerings in the catalog. <b>See also/hotels/hotelsvill.html:</b><sup>22</sup> Describing the link that has been activated and the information it includes. // Do stuff for Clones ----- //Set Clone Defaults var cloneTableBack = "#34208b" var cloneTableColor = "#FFFFFF" var cloneTableBody1 = "#0F0F0F" var cloneTableBody2 = "#D7D7D7" var cloneTableBorder = "0" var clonebackground = "" </pre> |
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| <p><b>Claim No.</b>      <b>Claim Language of U.S. Patent No. 7,818,399</b></p> | <p><b>Relevant Disclosure in TravelNow.com Prior Art</b></p> <pre> if ((CheckNull(clonecs.vlink)) var clonevlink = " + clonecs.vlink } } if ((CheckNull(clonecs.Link)) { var clonealink = " + clonecs.Link } } if ((CheckNull(clonecs.Text)) var cloneext = " + clonecs.Text } } // Set Clone Variables for Tables if ((CheckNull(clonecs.TableBack)) { var cloneTableBack = " + clonecs.TableBack } if ((CheckNull(clonecs.TableColor)) { var cloneTableColor = " + clonecs.TableColor } if ((CheckNull(clonecs.TableBody1)) { var cloneTableBody1 = " + clonecs.TableBody1 } } if ((CheckNull(clonecs.TableBody2)) { var cloneTableBody2 = " + clonecs.TableBody2 } } if ((CheckNull(clonecs.TableBorder)) { var cloneTableBorder = clonecs.TableBorder } } if ((CheckNull(clonecs.Ads)) { if (clonecs.Ads == "0") { cloneAds = false } } } </pre> |
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| <p>Claim No.</p> | <p>Claims Language of U.S. Patent No. 7,818,399</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> } } if ((CheckNull(cloneurs.HotListFrame))){ clonehotlist = cloneurs.HotListFrame + "" } //close the Clone Cursor cloneurs.close(); } } if ((CheckNull(request.FromS))){ write("&lt;body leftmargin=5 marginwidth=5 background='http://www.travelnow.com/images/clones/' + request.cid + ".bg.gif" bgcolor='\" + clonehgeolor + "\"") } else { if ((CheckNull(clonebackground))){ write("&lt;body leftmargin=5 marginwidth=5 background='\" + clonebackground + \"' bgcolor='\" + clonehgeolor + "\"") } else { write("&lt;body leftmargin=5 marginwidth=5 bgcolor='\" + clonehgeolor + \"\"") } } write("&lt;alink='\" + clonealink + \"' vlink='\" + clonevlink + \"' link='\" + clonealink + \"' text='\" + cloneext + \"' onload='\" + procoff(process)', return true;\"") } } if ((CheckNull(request.FromS))){ write("&lt;table border=0 width=480&gt;&lt;tr&gt;&lt;td&gt;&lt;a href='\" + clonehomeurl + clonehomeurl + \"'&gt;http://www.travelnow.com/images/clones/' + request.cid + </pre> |
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| <p>Claim No.</p> | <p>Claims Language of U.S. Patent No. 7,818,399</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> var clonecolor = "#FFFFFF" var clonevlink = "" var clonealink = "" var cloneext = "" var clonehomeurl = "" var cloneAds = true var theBFrame = "" var clonehotlist = "1" //default to yes have a separate from for hotel list if (request.cid != 1){ cloneurs = database.cursor("select * from clones where id = " + request.cid) while(cloneurs.next()){ if ("\" + cloneurs.bannerframe != "null") { theBFrame = cloneurs.bannerframe; } } if ((CheckNull(cloneurs.HomeURL))){ var clonehomeurl = cloneurs.HomeURL; } // Set Clone Variables for body if ((CheckNull(cloneurs.background))){ var clonebackground = cloneurs.background; } } if ((CheckNull(cloneurs.bgeolor))){ var clonebgeolor = "\" + cloneurs.bgeolor } } if ((CheckNull(cloneurs.Alink))){ </pre> |
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| <p>Claim No.</p> | <p>Claims Language of U.S. Patent No. 7,818,399</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> "/logo.gif"&gt;&lt;/td&gt;&lt;tr&gt;&lt;td&gt;&lt;table&gt;&lt;tr&gt;&lt;td&gt; } else { } } WriteBFrame(theBFrame,clonehomeurl);write out the bannerframe for clones } // End stuff for Clones ----- <b>See ssis/hotels/hotlistframe.html:</b><sup>23</sup> Describing a hotel list or electronic catalog having a multitude of merchant offerings, and wherein the second web page contains one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog. var clonehotlist = "1" //default to yes have a separate from for hotel list if (request.cid != 1){ cloneurs = database.cursor("select * from clones where id = " + request.cid) while(cloneurs.next()){ //for separate clone hotel list frames if ((CheckNull(cloneurs.HotListFrame))){ clonehotlist = cloneurs.HotListFrame + "" } } <b>See also ssis/hotel/functions.html:</b><sup>24</sup> Code used to accept the search parameters. <b>See also:</b> Archived webpages for www.statenslandonline.com (DFNDF0000433-486, HOT0000282- </pre> |
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| <p>Claim No.</p> | <p>Claims Language of U.S. Patent No. 7,818,399</p> <p>Relevant Disclosure in TravelNow.com Prior Art</p> <pre> var clonealink = "\" + cloneurs.Alink } } if ((CheckNull(cloneurs.vlink))){ var clonevlink = "\" + cloneurs.vlink } } if ((CheckNull(cloneurs.Link))){ var clonealink = "\" + cloneurs.Link } } if ((CheckNull(cloneurs.Text))){ var cloneext = "\" + cloneurs.Text } } // Set Clone Variables for Tables if ((CheckNull(cloneurs.TableBack))){ var cloneTableBack = "\" + cloneurs.TableBack } } if ((CheckNull(cloneurs.TableColor))){ var cloneTableColor = "\" + cloneurs.TableColor } } if ((CheckNull(cloneurs.TableBody1))){ var cloneTableBody1 = "\" + cloneurs.TableBody1 } } if ((CheckNull(cloneurs.TableBody2))){ var cloneTableBody2 = "\" + cloneurs.TableBody2 } } if ((CheckNull(cloneurs.TableBorder))){ var cloneTableBorder = cloneurs.TableBorder } } if ((CheckNull(cloneurs.Ads))){ if (cloneurs.Ads == "0"){ cloneAds = false } } </pre> |
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<sup>23</sup> HOT0000358.  
<sup>24</sup> HOT0000358.

## EXHIBIT 15

To

### Peter Kent's Opening Expert Report Regarding the Invalidity of the '135, '572 and '399 Patents

| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in TravelNow.com Prior Art   |
|-----------|---|--|
| 19        | A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:<br>(a) a computer store containing data for each of a plurality of first web pages, defining a plurality of visually perceptible elements, which visually perceptible elements correspond to the plurality of first web pages;<br>(i) wherein each of the first web pages belongs to one of a plurality of web page owners;<br>(ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and<br>(iii) wherein the selected merchant, the outsource provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other; | 283) The archived webpages show that www.statenislandonline.com was a TravelNow.com affiliate as early as April 18, 1997. The archived webpages also show a link for "Worldwide Hotel Reservations and Rates" that is provided by TravelNow.com. As shown in the corresponding source code, that link is to "http://www2.travelnow.com/s/?clientid=195". Activating that link takes a visitor to a webpage "Staten Island Online Worldwide Hotel Database" with a URL of www2.travelnow.com/s/?clientid=195 — a page that has the look and feel of www.statenislandonline.com. It also discloses the capability to search for hotel rooms. See 1, preamble, <i>supra</i> . |
| 19(a)     |   | To the extent the preamble is limiting, see below.<br>See 1(a)-(b), <i>supra</i> .   |
| 19(b)     | (b) a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to:<br>(i) receive from the web browser of a computer user a signal indicating activation of one of the links displayed by one of the first web pages;<br>(ii) automatically identify as the source page the one of the first web pages on which the link has been activated;  | See 1(a)-(c), <i>supra</i> .   |

Obviousness-Type Double-Patenting Analysis for U.S. Patent No. 7,818,399 compared with U.S. Patent No. 6,993,572

| '399 Patent Claim No. | '399 Patent Claim Language   | '572 Patent Claim No. | Corresponding '572 Patent Claim Language (not in order)  | Comments   |
|-----------------------|--|-----------------------|--|--|
| 1                     | A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:  | 17                    | An e-commerce outsourcing process comprising the steps of:   |  |
| 1(a)                  | automatically at a server of the outsource provider, in response to activation, by a web browser of a computer user, of a link displayed by one of a plurality of first web pages, recognizing as the source page the one of the first web pages on which the link has been activated; | 17(c)                 | upon receiving an activation of the link from a visitor computer to which the web page has been served, serving to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link. |  |
| 1(a)(i)               | wherein each of the first web pages belongs to one of a plurality of web page owners;  | 17(e)                 | storing a look and feel description associated with a first website in a data store associated with a second website   | This limitation is inherent in the '572 patent claim because of the parties' agreed claim constructions:<br><ul style="list-style-type: none"> <li>"first web page" is defined as "host web page"</li> <li>"host/owner" is defined as "an operator of a website that engaged in Internet commerce by incorporating one or more links to an e-commerce outsource provider into its web content"</li> <li>"website" is defined as "one or more related web pages at a location on the World Wide Web"</li> </ul> The "first website" of the '572 patent claim is one or more web pages belonging to a host or owner. Moreover, it was well |

| Claim No. | Claim Language of U.S. Patent No. 7,818,399   | Relevant Disclosure in TravelNow.com Prior Art |
|-----------|---|--|
|           | (iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page; and<br>(iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays (A) information associated with the commerce object associated with the link that has been activated, and (B) the plurality of visually perceptible elements visually corresponding to the source page. |  |

| 399 Patent Claim No. | 399 Patent Claim Language  | 572 Patent Claim No. | Corresponding 572 Patent Claim Language (not in order)  | Comments   |
|----------------------|--|----------------------|---|--|
|                      | second web page that includes:   |                      | server, sewing to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link.   |  |
| 1(c)(i)              | information associated with the commerce object associated with the link that has been activated, and                                  | 17(c)                | upon receiving an activation of the link from a visitor computer to which the web page has been served, sewing to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link. | This limitation is inherent in the '572 patent claim because of the parties' agreed claim construction of "visually perceptible elements" as "look and feel elements that can be seen." "Visually perceptible elements" is merely a subset of the "look and feel" descriptions or elements claimed by the '572 patent. |
| 1(c)(ii)             | a plurality of visually perceptible elements derived from the retrieved pre stored data and visually corresponding to the source page. | 17(c)                | upon receiving an activation of the link from a visitor computer to which the web page has been served, sewing to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link. | This limitation is inherent in the '572 patent claim because of the parties' agreed claim construction of "visually perceptible elements" as "look and feel elements that can be seen." "Visually perceptible elements" is merely a subset of the "look and feel" descriptions or elements claimed by the '572 patent. |

| 399 Patent Claim No. | 399 Patent Claim Language  | 572 Patent Claim No. | Corresponding 572 Patent Claim Language (not in order)  | Comments  |
|----------------------|--|----------------------|---|---|
|                      |  |                      |   | known in the art at the time of the invention that such a plurality of web page owners exist. See, e.g., '572 Patent 1:49-52.   |
| 1(a)(i)              | wherein each of the first web pages displays at least one active link associated with a commerce object opportunity of a selected one of a plurality of merchants; and | 17(b), 24, 25        | including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and<br><br>The process of claim 17 further comprising storing at the second website data concerning a plurality of commerce objects.<br><br>The process of claim 24 further comprising contracting with merchants offering products or services for sale to include data concerning the commerce objects of said merchants at the second website. |   |
| 1(a)(iii)            | wherein the selected merchant, the outsourcing provider, and the owner of the first web page are each third parties with respect to one other;                         | 17(b), 24, 25        | including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and<br><br>The process of claim 17 further  | This limitation is inherent in the '572 patent claim because of the parties' agreed claim constructions:<br><br><ul style="list-style-type: none"> <li>"first website" is defined as "host website"</li> <li>"host/owner" is defined as "an operator of a website that engaged in Internet commerce by</li> </ul> |

| 399 Patent Claim No. | 399 Patent Claim Language  | 572 Patent Claim No. | Corresponding 572 Patent Claim Language (not in order)  | Comments   |
|----------------------|--|----------------------|---|--|
| 19                   | A system useful in an outsourcing provider serving web pages offering commercial opportunities, the system comprising:   | 8                    | An e-commerce outsourcing system comprising:  |  |
| 19(a)                | a computer store containing data, for each of a plurality of first web pages, defining a plurality of visually perceptible elements, which visually perceptible elements correspond to the plurality of first web pages; | 8(a)                 | a data store including a look and feel description associated with a host website;  | This limitation is inherent in the '572 patent claim because of the parties' agreed claim construction of "visually perceptible elements" as "look and feel elements that can be seen." "Visually perceptible elements" is merely a subset of the "look and feel" descriptions or elements claimed by the '572 patent.   |
| 19(a)(i)             | wherein each of the first web pages belongs to one of a plurality of web page owners;  | 8(a), 8(c)(iii)      | a data store including a look and feel description associated with a host website;<br><br>providing the host website with a link for inclusion within a page on the host website correlating the host website with a selected commerce object | This limitation is inherent in the '572 patent claim because of the parties' agreed claim constructions:<br><br><ul style="list-style-type: none"> <li>"host/owner" is defined as "an operator of a website that engaged in Internet commerce by incorporating one or more links to an e-commerce outsourcing provider into its web content"</li> <li>"website" is defined as "one or more related web pages at a location on the World Wide Web"</li> </ul> <p>The "host website" of the '572 patent claim is one or more web pages belonging to a host or owner. Moreover, it was well known in the art at the time of the invention that such a plurality of web page owners exist. See, e.g., '572 Patent 1:49-52.</p> |

| 399 Patent Claim No. | 399 Patent Claim Language   | 572 Patent Claim No. | Corresponding 572 Patent Claim Language (not in order)  | Comments   |
|----------------------|---|----------------------|---|--|
|                      |   |                      |   | incorporating one or more links to an e-commerce outsourcing provider into its web content"  |
|                      |   |                      |   | <ul style="list-style-type: none"> <li>"merchant" is defined as "producer, distributor, or reseller of goods or services to be sold"</li> <li>"outsourcing provider" is defined as "party, independent from the host object or merchant of the commerce object, that provides e-commerce support services between merchant(s) and host(s)"</li> </ul> <p>These definitions require that (1) none of these parties can exist without the others, and (2) each of these are third parties with respect to one another.</p> |
| 1(b)                 | automatically retrieving from a storage coupled to the server pre stored data associated with the source page; and then | 17(c)                | upon receiving an activation of the link from a visitor computer to which the web page has been served, sewing to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link. |  |
| 1(c)                 | automatically with the server computer generating and transmitting to the web browser a                                 | 17(c)                | upon receiving an activation of the link from a visitor computer to which the web page has been   |  |

| 399 Patent Claim No. | 399 Patent Claim Language  | 572 Patent Claim No. | Corresponding 572 Patent Claim Language (not in order)   | Comments |
|----------------------|--|----------------------|--|----------|
| 19(b)(i)             | automatically identify as the source page the one of the first web pages on which the link has been activated;                 | 8(c)(iv)             | upon receiving an activation of the communication link, serving an e-commerce supported page via the communication link with a look and feel based on the look and feel description in the data store and with content based on the commerce object associated with the provided link; whereby a visitor computer perceives the page as associated with the host website even though it is served from the data store.                       |          |
| 19(b)(iii)           | in response to identification of the source page, automatically retrieve the stored data corresponding to the source page; and | 8(c)(iv)             | upon receiving an activation of the provided link via the communication link, serving an e-commerce supported page via the communication link with a look and feel based on the look and feel description in the data store and with content based on the commerce object associated with the provided link; whereby a visitor computer perceives the page as associated with the host website even though it is served from the data store. |          |

| 399 Patent Claim No. | 399 Patent Claim Language   | 572 Patent Claim No. | Corresponding 572 Patent Claim Language (not in order)  | Comments   |
|----------------------|---|----------------------|---|--|
| 19(a)(i)             | wherein each of the first web pages displays at least one active link associated with a commerce object opportunity of a selected one of a plurality of merchants; and      | 8(c)(iii)            | providing the host website with a link for inclusion within a page on the host website correlating the host website with a selected commerce object   |  |
| 19(a)(iii)           | wherein the selected merchant, the outsource provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other; | 8(c), 8(c)(iii)      | a data store including a look and feel description associated with a host website;<br>providing the host website with a link for inclusion within a page on the host website correlating the host website with a selected commerce object | This limitation is inherent in the '572 patent claim because of the parties' agreed claim constructions:<br><ul style="list-style-type: none"><li>"host/owner" is defined as "an operator of a website that engaged in Internet commerce by incorporating one or more links to an e-commerce outsource provider into its web content";</li><li>"merchant" is defined as "producer, distributor, or reseller of goods or services to be sold";</li><li>"outsource provider / e-commerce outsource provider" is defined as "party, independent from the host associated with the commerce object or merchant of the commerce object, that provides e-commerce support services between merchant(s) and host(s)";</li></ul> These definitions require that (1) none of these parties can exist without the others, and (2) each of these are third parties with respect to one another. |
| 19(b)                | a computer server at the outsource  | 8(c)                 | a processor for executing   |  |

| 399 Patent Claim No. | 399 Patent Claim Language   | 572 Patent Claim No. | Corresponding 572 Patent Claim Language (not in order)   | Comments  |
|----------------------|---|----------------------|--|---|
| 19(b)(iv)            | using the data retrieved, automatically generate and transmit to the web browser a second web page that displays: | 8(b)                 | a communications link to a visitor computer;   | element 19(b)(v) requires that the system is programmed to transmit a second web page to the web browser of a computer user. It is inherent in this element that a communications link to a visitor computer must be present. |
| 19(b)(v)(A)          | information associated with the commerce object associated with the link that has been activated, and             | 8(c)(iv)             | upon receiving an activation of the provided link via the communication link, serving an e-commerce supported page via the communication link with a look and feel based on the look and feel description in the data store and with content based on the commerce object associated with the provided link; whereby a visitor computer perceives the page as associated with the host website even though it is served from the data store. |   |

| 399 Patent Claim No. | 399 Patent Claim Language   | 572 Patent Claim No. | Corresponding 572 Patent Claim Language (not in order)  | Comments |
|----------------------|---|----------------------|---|----------|
| 19(b)(i)             | receive from the web browser of a computer user a signal indicating activation of one of the links displayed by one of the first web pages; | 8(c)(v)              | upon receiving an activation of the provided link via the communication link, serving an e-commerce supported page via the communication link with a look and feel based on the look and feel description in the data store and with content based on the   |          |
|                      |   |                      | of: i) capturing a look and feel description associated with a host website; ii) storing the captured look and feel description in the data store; iii) providing the host website with a link for inclusion correlating the host website with a selected commerce object; and iv) upon receiving an activation of the provided link via the communication link, serving an e-commerce supported page via the communication link with a look and feel based on the look and feel description in the data store and with content based on the commerce object associated with the provided link; whereby a visitor computer perceives the page as associated with the host website even though it is served from the data store. |          |

| 399 Patent Claim No. | 399 Patent Claim Language   | 572 Patent Claim No. | Corresponding 572 Patent Claim Language (not in order)   | Comments |
|----------------------|---|----------------------|--|----------|
| 19(b)(iv)(B)         | the plurality of visually perceptible elements visually corresponding to the source page. | 8(c)(iv)             | description in the data store and with content based on the commerce object associated with the provided link; whereby a visitor receiving the served page at the visitor computer perceives the page as associated with the host website even though it is served from the data store.  |          |
|                      |   |                      | upon receiving an activation of the provided link via the communication link, serving an e-commerce supported page via the communication link with a look and feel based on the look and feel; description in the data store and with content based on the commerce object associated with the provided link; whereby a visitor receiving the served page at the visitor computer perceives the page as associated with the host website even though it is served from the data store. |          |

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## EXHIBIT 16

To

### Peter Kent's Opening Expert Report Regarding the Invalidity of the '135, '572 and '399 Patents

**Summary of Invalidating Prior Art as Applied to the Asserted Claims:**

| Patent/Claim | Invalid as Anticipated By:   | Invalid as Obvious over the Combination of:  |
|--------------|--|--|
| '135 - 8     | <ul style="list-style-type: none"> <li>• Saliba '278</li> <li>• Sextoy</li> <li>• Digital River SSS</li> <li>• Travelocity Co-branding</li> <li>• TravelNow</li> </ul>                       | <ul style="list-style-type: none"> <li>• Saliba '278 + Digital River SSS</li> <li>• SexToy + WebWhacker</li> <li>• SexToy + Saliba '278</li> <li>• SexToy + Arnold '504</li> <li>• Tobin '666 + WebWhacker</li> <li>• Tobin '666 + Saliba '278</li> <li>• Tobin '666 + Arnold '504</li> <li>• TravelNow + WebWhacker</li> <li>• TravelNow + Saliba '278</li> </ul> |
| '572 - 13    | <ul style="list-style-type: none"> <li>• Saliba '278</li> <li>• Sextoy</li> <li>• Digital River SSS</li> <li>• Travelocity Co-branding</li> <li>• Tobin '666</li> <li>• TravelNow</li> </ul> | <ul style="list-style-type: none"> <li>• Saliba + Digital River SSS</li> </ul>   |
| '572 - 17    | <ul style="list-style-type: none"> <li>• Saliba '278</li> <li>• Sextoy</li> <li>• Digital River SSS</li> <li>• Travelocity Co-branding</li> <li>• Tobin '666</li> <li>• TravelNow</li> </ul> | <ul style="list-style-type: none"> <li>• Saliba '278 + Tobin '666</li> </ul>   |
| '572 - 20    | <ul style="list-style-type: none"> <li>• Saliba '278</li> <li>• Sextoy</li> <li>• Digital River SSS</li> <li>• Travelocity Co-branding</li> <li>• Tobin '666</li> <li>• TravelNow</li> </ul> | <ul style="list-style-type: none"> <li>• Saliba '278 + SexToy</li> <li>• Saliba '278 + Tobin '666</li> <li>• TravelNow + SexToy</li> </ul>   |
| '572 - 21    | <ul style="list-style-type: none"> <li>• Saliba '278</li> <li>• Sextoy</li> <li>• Digital River SSS</li> <li>• Travelocity Co-branding</li> <li>• Tobin '666</li> <li>• TravelNow</li> </ul> | <ul style="list-style-type: none"> <li>• Saliba '278 + "Making Money in Cyberspace"</li> <li>• Saliba '278 + SexToy</li> <li>• Saliba '278 + Tobin '666</li> <li>• TravelNow + "Making Money in Cyberspace" and SexToy</li> <li>• TravelNow + SexToy</li> <li>• TravelNow + Tobin '666</li> </ul>  |
| '572 - 23    | <ul style="list-style-type: none"> <li>• Saliba '278</li> <li>• Sextoy</li> <li>• Digital River SSS</li> <li>• Travelocity Co-branding</li> <li>• Tobin '666</li> <li>• TravelNow</li> </ul> | <ul style="list-style-type: none"> <li>• Saliba '278 + Viaweb</li> <li>• Saliba '278 + Arnold '504</li> <li>• SexToy + Viaweb</li> <li>• SexToy + Arnold '504</li> </ul>   |

| Patent/Claim | Invalid as Anticipated By:   | Invalid as Obvious over the Combination of:  |
|--------------|--|--|
| '399 - 1     | <ul style="list-style-type: none"> <li>• Saliba</li> <li>• Sextoy</li> <li>• Digital River SSS</li> <li>• Travelocity Co-branding</li> <li>• Tobin '666</li> <li>• TravelNow</li> </ul>      | <ul style="list-style-type: none"> <li>• Saliba '278 + Sextoy</li> </ul>   |
| '399 - 3     | <ul style="list-style-type: none"> <li>• Saliba '278</li> <li>• Sextoy</li> <li>• Digital River SSS</li> <li>• Travelocity Co-branding</li> <li>• Tobin '666</li> <li>• TravelNow</li> </ul> | <ul style="list-style-type: none"> <li>• Saliba '278 + SexToy</li> <li>• Saliba '278 + Tobin '666</li> <li>• TravelNow + SexToy</li> </ul> |
| '399 - 7     | <ul style="list-style-type: none"> <li>• Saliba '278</li> <li>• Digital River SSS</li> <li>• Travelocity Co-branding</li> <li>• Tobin '666</li> <li>• TravelNow</li> </ul>                   | <ul style="list-style-type: none"> <li>• Saliba '278 + Arnold '504</li> <li>• SexToy + Arnold '504</li> </ul>                              |
| '399 - 19    | <ul style="list-style-type: none"> <li>• Saliba '278</li> <li>• Sextoy</li> <li>• Digital River SSS</li> <li>• Travelocity Co-branding</li> <li>• Tobin '666</li> <li>• TravelNow</li> </ul> | <ul style="list-style-type: none"> <li>• Saliba '278 + SexToy</li> </ul>   |



**EXHIBIT 17**

To

**Peter Kent's Opening Expert Report  
Regarding the Invalidity of the '135, '572  
and '399 Patents**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

|                                  |   |                                     |
|----------------------------------|---|-------------------------------------|
| DDR HOLDINGS, LLC,               | § |                                     |
|                                  | § |                                     |
| Plaintiff,                       | § |                                     |
|                                  | § |                                     |
| vs.                              | § |                                     |
|                                  | § | CIVIL ACTION NO. 2:06-CV-00042 (DF) |
|                                  | § |                                     |
| HOTELS.COM, L.P.; EXPEDIA, INC.; | § |                                     |
| TRAVELOCITY.COM, L.P.;           | § |                                     |
| SITE59.COM, LLC;                 | § |                                     |
| INTERNETWORK PUBLISHING          | § |                                     |
| CORPORATION d/b/a LODGING.COM;   | § |                                     |
| NEAT GROUP CORPORATION;          | § |                                     |
| ORBITZ WORLDWIDE, LLC;           | § |                                     |
| INTERNATIONAL CRUISE &           | § |                                     |
| EXCURSION GALLERY, INC.;         | § |                                     |
| OURVACATIONSTORE.COM, INC.;      | § |                                     |
| NATIONAL LEISURE GROUP, INC.;    | § |                                     |
| DIGITAL RIVER, INC.,             | § |                                     |
|                                  | § |                                     |
| Defendants.                      | § | JURY TRIAL DEMANDED                 |

**DDR's Amended Disclosure Pursuant to Patent Local Rules 3-6(a)(1)**

Plaintiff DDR Holdings, LLC ("DDR") makes the following disclosure pursuant to Patent Local Rule 3-6(a)(1):

A statement of each accused apparatus, product, device, process, method, act, or other instrumentality of defendants, identified by name or model, if known: DDR contends that the previously identified Accused Instrumentalities of defendants infringe the previously identified claims of the patents-in-suit:

- EXPEDIA, INC. and subsidiaries:
  - Expedia affiliate program (see <http://www.expediaaffiliate.com/integration-and-samples.html>);
  - Worldwide Travel Exchange (see [www.tel.com](http://www.tel.com), other domain names with other numbers in place of the "1.");

- Hotels.com affiliate program (see <http://www.hotels.com/deals/travel-affiliate-program/>);
  - Travelnow.com (<http://www.travelnow.com/index.jsp?pageName=privacy>);
  - "Co-branded" and "private labeling" programs associated with the "Interactive Affiliate Network booking engine"; and
  - IAN.com affiliate program (see <https://www.ian.com/ian/signup/affcenter.jsp>).
- TRAVELOCITY.COM, L.P and subsidiaries:
    - Travelocity affiliate program ([http://www.travelocity.com/about/main/0,%7CAFFILIATE\\_PROG,00.html](http://www.travelocity.com/about/main/0,%7CAFFILIATE_PROG,00.html));
    - The World Choice Travel Partner program (<http://www.vctravel.com/>);
    - Other domain names controlled by Travelocity for the purpose of operating affiliate programs (e.g., res99.com); and
    - Site59.com.
  - ORBITZ, LLC and subsidiaries:
    - Orbitz affiliate programs ([http://orbitzprivatelabel.com/ps\\_on/lineshopping.html](http://orbitzprivatelabel.com/ps_on/lineshopping.html));
    - LODGING.COM
    - The NEAT Group
    - "The Orbitz/iSeatz travel distribution solution" (<http://pressroom.orbitz.com/index.php?s=43&item=791>).
  - INTERNATIONAL CRUISE & EXCURSION GALLERY, INC. and OURVACATIONSTORE.COM, INC. and subsidiaries:
    - I.C.E. affiliate program ([http://www.iceenterprise.com/salesmarketing/packaged\\_programs.jsp](http://www.iceenterprise.com/salesmarketing/packaged_programs.jsp))
    - Website known as "ourvacationstore.com."
  - NATIONAL LEISURE GROUP, INC./WORLD TRAVEL HOLDINGS, INC.:
    - The Cruise Only affiliate program

- Other affiliate programs operated by the National Leisure Group/World Travel Holdings, Inc. that are not called "Cruise Only"
- DIGITAL RIVER, INC.:
    - The OneNetworkDirect affiliate program
    - The RegNow affiliate program
    - The website digitalriver.com

In addition, DDR identified Accused Instrumentalities of defendants or their predecessors-in-interest in Rule 3.1, 3.2 Disclosures served in this lawsuit in 2006 and 2011, which documents are hereby incorporated by reference. As DDR is presently informed, defendants infringed the patents after their respective issue dates by offering for sale, making, selling, and using the above systems identified as Accused Instrumentalities or practicing the claimed methods using them. DDR expects to discover additional infringements, and more details of the exact way in which the Accused Instrumentalities infringe, through discovery.

A chart identifying specifically where each element of each asserted claim is found within each Accused Instrumentality, including for each element that such party contends is governed by 35 U.S.C. § 112(6), the identity of the structure(s), act(s), or material(s) in the Accused Instrumentality that performs the claimed function: This information is being provided through charts attached to this disclosure statement. No element of any asserted claim is contended to be governed by Section 112(6). DDR reserves the right to update that information as more data comes to light during discovery or regarding defendants' systems. DDR notes that defendants' document productions and responses to interrogatories are incomplete.

Whether each element of each asserted claim is claimed to be literally present or present under the doctrine of equivalents in the Accused Instrumentality: DDR believes that each element of each asserted claims is literally present in each Accused Instrumentality, but if not, the doctrine of equivalents applies.

To the extent that all elements of any asserted claim are practiced by one or more of defendants' customers (hosts) or computers of third parties running code provided by defendants,

or to the extent that the elements of any asserted claim are divided between actions of defendants and actions of their customers (or others) pursuant to contract, DDR contends that defendants are either literally infringing regardless or contributing to or inducing infringement. DDR also contends that defendants may practice the claimed inventions, in some instances, using contractors.

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 ATTORNEYS FOR PLAINTIFF

RESPECTFULLY SUBMITTED this 23<sup>rd</sup> day of January, 2012.

LOUIS J. HOFFMAN, P.C.

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**CERTIFICATE OF SERVICE**

Pursuant to Fed.R.Civ.P. 5(b), the local rules of the Eastern District of Texas, and stipulation among the parties, I certify that on January 23, 2012, I caused this document to be served by electronic mail to:

[digitalriver\\_ddr-service@fulbright.com](mailto:digitalriver_ddr-service@fulbright.com);  
[expedia\\_ddr-service@fr.com](mailto:expedia_ddr-service@fr.com);  
[orbitz\\_ddr-service@fr.com](mailto:orbitz_ddr-service@fr.com);  
[ovsicc\\_ddr-service@bryancave.com](mailto:ovsicc_ddr-service@bryancave.com);  
[travelocity\\_ddr-service@fr.com](mailto:travelocity_ddr-service@fr.com);  
[nzivin@cooperdunham.com](mailto:nzivin@cooperdunham.com);  
[tsayour@cooperdunham.com](mailto:tsayour@cooperdunham.com).

/s/Louis J. Hoffman  
 Louis J. Hoffman

| U.S. Patent 6,629,135  | MASTER CLAIM CHART  |
|--|---|
| 8. An e-commerce outsourcing process providing a host website in communication with a visitor computer with context sensitive, transparent e-commerce support pages, comprising the steps of:  | -Non-limiting preamble.<br>-"Host websites": defendants' customers.<br>-"Visitor computers": Internet users.  |
| a) capturing a look and feel description associated with a host website;   | <b>Method 1</b><br>-Defendants use computer tools to automatically retrieve look and feel descriptions from a variety of host websites (defendants' customers) and place the retrieved descriptions in a data store.<br><b>Method 2</b><br>-Defendants serve web pages containing computer code that, when activated by the visitor computer, automatically captures "look and feel descriptions" (e.g., in the form of CSS) from the host website. |
| b) providing the host website with a link for inclusion within a page on the host website for serving to a visitor computer, wherein the provided link correlates the host website with a selected commerce object; and  | -At least one page of defendants' customers' websites contains one or more links to products or product categories on web pages maintained by defendants.<br>-Defendants provide links to customers and give permission and/or direct them to use the link - e.g., NOTE A.  |
| c) upon receiving an activation of the provided link from the visitor computer, serving to the visitor computer an e-commerce supported page with a look and feel corresponding to the captured look and feel description of the host website associated with the provided link and with content based on the commerce object associated with the provided link. | -When Internet users click the link, a computer serves a page of defendants' websites.<br>-The page supports e-commerce.<br>-The page has content describing certain "commerce objects" - e.g., NOTE B.<br>-The page's look and feel corresponds to the linked customer page. NOTE C.   |

| U.S. Patent 6,993,572  | MASTER CLAIM CHART   |
|--|--|
| 13. An e-commerce outsourcing system comprising:   | -Non-limiting preamble   |
| a) a data store including a look and feel description associated with a host web page having a link correlated with a commerce object; and   | -“Host web page”: defendants’ customers.<br>-See ‘135/8/b above for “link.”<br><b>Method 1</b><br>-Defendants maintain data stores containing “look and feel descriptions” for a variety of host web pages.<br><b>Method 2</b><br>-Defendants use a data store, at the host web page, containing “look and feel descriptions.” |
| b) a computer processor coupled to the data store and in communication through the Internet with the host web page and programmed, upon receiving an indication that the link has been activated by a visitor computer in Internet communication with the host web page, to serve a composite web page to the visitor computer with a look and feel based on the look and feel description in the data store and with content based on the commerce object associated with the link. | -A server is capable of accessing the data store and Internet-connected to defendants’ web pages and responds to activation of the link.<br>-“Visitor computers”: Internet users.<br>-See ‘135/8/c above.  |

| U.S. Patent 6,993,572   | MASTER CLAIM CHART  |
|---|---|
| 17. An e-commerce outsourcing process comprising the steps of:  | -Non-limiting preamble  |
| a) storing a look and feel description associated with a first website in a data store associated with a second website;  | -“First websites”: defendants’ customers.<br>-“Second website”: defendants’ websites.<br>-Defendants place “look and feel descriptions” for a variety of host websites in a data store.<br>-Data stores are used by second websites.<br>-See ‘135/8/b above for “link.”<br>-See ‘135/8/c above for “substantially corresponding look and feel description” and “commerce object.” |
| b) including within a web page of the first website, which web page has a look and feel substantially corresponding to the stored look and feel description, a link correlating the web page with a commerce object; and  | -“Visitor computers”: Internet users.<br>-See ‘135/8/c above.   |
| c) upon receiving an activation of the link from a visitor computer to which the web page has been served, serving to the visitor computer from the second website a composite web page having a look and feel corresponding to the stored look and feel description of the first website and having content based on the commerce object associated with the link. | -The stored look and feel description contains data defining navigation links to the customer website - e.g., NOTE C.   |
| 20. The process of claim 17 wherein the look and feel description comprises data defining a set of navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.  | -The stored look and feel description contains data defining the customer’s logo - e.g., NOTE C.  |
| 21. The process of claim 17 wherein the look and feel description comprises data defining:<br>a) a logo associated with and displayed on at least some of the web pages of the first website;   | -The stored look and feel description contains data defining a color scheme matching the customer’s website - e.g., NOTE C.   |
| b) a color scheme used on at least some of the web pages of the first website;  |   |

| U.S. Patent 6,993,572  | MASTER CLAIM CHART   |
|--|--|
| c) a page layout used on at least some of the web pages of the first website; and  | -The stored look and feel description contains data defining a page layout matching the customer’s website - e.g., NOTE C. |
| d) navigational links, used on at least some of the web pages of the first website, each of which links link to specific web pages of the first website.               | -See ‘572/20 above.  |
| 23. The process of claim 17 wherein the commerce object is a set of product categories and   | -Defendants’ web pages contain a set of product categories - e.g., NOTE B.   |
| further comprising accepting search parameters through the composite web page and using said parameters to search for specific products within the product categories. | -Defendants’ web pages contain input fields for search - e.g., NOTE E.   |

| U.S. Patent 7,818,399  | MASTER CLAIM CHART   |
|--|--|
| 1. A method of an outsource provider serving web pages offering commercial opportunities, the method comprising:   | -Non-limiting preamble<br>-Defendants are “outsource providers” who serve web pages offering commercial opportunities.   |
| (a) automatically at a server of the outsource provider, in response to activation, by a web browser of a computer user, of a link displayed by one of a plurality of first web pages, recognizing as the source page the one of the first web pages on which the link has been activated; | -Links to the defendants’ websites are displayed on a plurality of the defendants’ customers’ websites; see ‘135/8/c above.<br>-When activated, a computer controlled by defendants recognizes the source web page (on which customer’s site the link was activated) based on data passed to the defendants’ computers from the customer’s web page or through the Internet user’s computer. |
| (i) wherein each of the first web pages belongs to one of a plurality of web page owners;  | -Defendants’ computers handle a plurality of customers, and defendants’ customers each own their own web pages.  |
| (ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and   | -See ‘135/8/b above.<br>-Defendants each have at least two customers, each displaying a link associated with a product of the same merchant.   |
| (iii) wherein the selected merchant, the outsource provider, and the owner of the first web page are each third parties with respect to one other;   | -Defendants have separately entered into contracts with their customers and with merchants. Defendants, defendants’ customers, and merchants are not under common business control.  |
| (b) automatically retrieving from a storage coupled to the server pre-stored data associated with the source page; and then  | -See ‘572/13/b above.  |
| (c) automatically with the server computer-generating and transmitting to the web browser a second web page that includes:   | -See ‘135/8/c above.   |
| (i) information associated with the commerce object associated with the link that has been activated, and  | -See ‘135/8/c above.   |

| U.S. Patent 7,818,399  | MASTER CLAIM CHART   |
|--|--|
| (ii) a plurality of visually perceptible elements derived from the retrieved pre-stored data and visually corresponding to the source page.  | -Defendants provide web pages with elements that visually correspond to the web pages of their customers – e.g., NOTE C.   |
| 3. The method of claim 1 wherein at least one of the plurality of visually perceptible elements includes a set of navigational links on the source page.   | -See '572/20 above.  |
| 7. The method of claim 1 wherein the commerce object associated with the link that has been activated comprises information defining an electronic catalog having a multitude of merchant offerings, and wherein the second web page contains one or more selectable navigation links connecting a hierarchical set of additional second web pages, each pertaining to a subset of the offerings in the catalog. | -Defendants offer products and services from multiple merchants and organize their web pages with additional links in a hierarchical structure to allow Internet users to quickly and easily find products and services to purchase. See NOTE H. |

| U.S. Patent 7,818,399  | MASTER CLAIM CHART  |
|--|---|
| 19. A system useful in an outsource provider serving web pages offering commercial opportunities, the system comprising:   | -See '339/1/preamble above.   |
| (a) a computer store containing data, for each of a plurality of first web pages, defining a plurality of visually perceptible elements, which visually perceptible elements correspond to the plurality of first web pages;   | -See '572/17/a above for "a computer store containing data."<br>-See '399/a/i above for a "plurality of first web pages."                                   |
| (i) wherein each of the first web pages belongs to one of a plurality of web page owners;  | -See '399/a/i above.  |
| (ii) wherein each of the first web pages displays at least one active link associated with a commerce object associated with a buying opportunity of a selected one of a plurality of merchants; and   | -See '135/8/b above.  |
| (iii) wherein the selected merchant, the outsource provider, and the owner of the first web page displaying the associated link are each third parties with respect to one other;  | -See '399/a/iii above.  |
| (b) a computer server at the outsource provider, which computer server is coupled to the computer store and programmed to: (i) receive from the web browser of a computer user a signal indicating activation of one of the links displayed by one of the first web pages; | -See '135/8/c above.  |
| (ii) automatically identify as the source page the one of the first web pages on which the link has been activated;  | -See '399/1/a above.  |
| (iii) in response to identification of the source page, automatically retrieve the stored data corresponding to the source page; and   | -Computers controlled by defendants determine which page to retrieve based on the identification of on which customer's source page the link was activated. |

| U.S. Patent 7,818,399  | MASTER CLAIM CHART      |
|--|-------------------------|
| (iv) using the data retrieved, automatically generate and transmit to the web browser a second web page that displays: | -See '135/8/c above.    |
| (A) information associated with the commerce object associated with the link that has been activated, and              | -See '135/8/c above.    |
| (B) the plurality of visually perceptible elements visually corresponding to the source page.                          | -See '399/1/c/ii above. |

**Defendant: Expedia, Inc.****Defendant's affiliate programs (services) that are the "Accused Instrumentality" (including former entities):**

Expedia affiliate program (see <http://www.expediaaffiliate.com/integration-and-samples.html>);

Worldwide Travel Exchange (see [wwwtwe1.com](http://www.wtwe1.com), other domain names with other numbers in place of the "1.");

Hotels.com affiliate program (see <http://www.hotels.com/deals/travel-affiliate-program/>);

Travelnow.com (<http://www.travelnow.com/index.jsp?pageName=privacy>); "Co-branded" and "private labeling" programs associated with the "Interactive Affiliate Network booking engine"; and

IAN.com affiliate program (see <https://www.ian.com/ian/signmp/affcenter.jsp>).

**First Example Customer Website:**

[www.United.com](http://www.United.com)

**Defendant's Web Page for the First Customer:**

<http://travel.wtwe1.com> (before an unknown date that is no later than Aug 2011)

**Notes Related to the First Customer:**

Method 2

NOTE A: Link title – "Hotels"

NOTE B:

Individual commerce objects – Individual hotels.

Category commerce objects – City categories.

NOTE C:

Header – Logo and hyperlinks in menu bar.

Left side – Light blue background at the top of the page fading to white at the bottom.

Footer – Blue bottom boarder with two rows of Hyperlinks ("About United," ... "Stay connected to United").

Hyperlinks linking back to customer pages – Header buttons, logo, and footer links.

Logo – United and Star Alliance logos.

Color scheme – Light blue background at the top of the page fading to white at the bottom, gray top menu bar buttons that turns light blue with blue-to-white drop down menus for each button on mouse-over, blue boarders at top and bottom of content.

Page layout – Top menu bar with navigation buttons. Content displayed horizontally across the screen below the top menu.

<sup>1</sup> For all examples, Notes D, F, G, I, J, and K are reserved because used previously but not needed for this document.

**NOTE E: Search product categories** – “Where do you want to find a hotel?” to search by city, or nearby attraction or address.

**NOTE H: Hierarchical catalog** – Hotels organized by destination and city and type of travel (e.g., last minute or luxury).

**Defendant: Expedia, Inc.**

**Second Example Customer Website:**

[www.HawaiianAir.com](http://www.HawaiianAir.com)

**Defendant's Web Page for the Second Customer:**

<http://travel.writel.com> (before an unknown date that is no later than Aug. 2011)

<http://hawaiianair.neatgroup.com/hawaiianair/HotelSearchResults?DD=HAWAIIANAI&searchId=> (active after the unknown date; see Orbitz)

**Notes Related to the Second Customer:**

**NOTE A: Link title** – “Continue”

**NOTE B:**

**Individual commerce objects** – Individual hotels.

**Category commerce objects** – City categories.

**NOTE C:**

**Header** – logo on top of image and hyperlinks in top menu bar.

**Left side** – Not present in this example.

**Footer** – Not present in this example.

**Hyperlinks linking back to customer pages** – Header buttons, footer links, and logo.

**Logo** – Hawaiian Airlines logo in upper left corner.

**Color scheme** – Pink and purple borders and tabs with white lettering, white background for informational text.

**Page layout** – Top menu bar with navigation buttons. Content displayed horizontally across the screen below the top menu.

**NOTE E: Search product categories** – Internet users can search hotels by name, or nearby attraction, address, or airport.

**NOTE H: Hierarchical catalog** – Not present in this example.

**Defendant: Expedia, Inc.**

**Third Example Customer Website:**

<http://www.jetblue.com>

**Defendant's Web Page for the Third Customer:**

<http://hotels.jetblue.com>

**Notes Related to the Third Customer:**

Method 2

**NOTE A: Link title** – “Search”

**NOTE B:**

**Individual commerce objects** – Individual hotels.

**Category commerce objects** – City categories.

**NOTE C:**

**Header** – Logo at left, blue bar above logo, white background and orange menu bar with white lettering.

**Left side** – White background.

**Footer** – Blue pin strip above JetBlue copyright and blue lettered links (“Mobile,” “Cargo,” “Corporate Travel,” etc.).

**Hyperlinks linking back to customer pages** – Header buttons, logo, and footer links.

**Logo** – JetBlue logo at top left.

**Color scheme** – White background, orange menu buttons with white lettering, blue borders and informational content with blue lettering.

**Page layout** – Top menu bar with navigation buttons. Content displayed horizontally across the screen below the top menu.

**NOTE E: Search product categories** – Hotels are searchable by destination and name.

**NOTE H: Hierarchical catalog** – Not present in this example.

**Defendant: Expedia, Inc.**

**Fourth Example Customer Website:**

<http://www.hotlocity.com>

**Defendant's Web Page for the Fourth Customer:**

<http://reservation.hotlocity.com>

**Notes Related to the Fourth Customer:**

Method 2

**NOTE A: Link title** – “Search”

**NOTE B:**

**Individual commerce objects** – Individual hotels.

**Category commerce objects** – City categories.

**NOTE C:**

**Header** – Logo centered, blue background, light blue/gray menu buttons with blue lettering.

**Left side** – Blue background.

**Footer** – Not present in this example.

**Hyperlinks linking back to customer pages** – Header buttons.

**Logo** – Hotlocity logo top center.

**Color scheme** – Blue background, light blue/gray menu buttons with blue lettering. Informational content displayed in a white background.

**Page layout** – Logo centered at top above a menu bar with navigation buttons. Content centered and displayed in a white box.

**NOTE E: Search product categories** – Hotels are searchable by destination.

**NOTE H: Hierarchical catalog** – Hotels arranged by city.

**Defendant: Expedia, Inc.**

**Fifth Example Customer Website:**

<http://www.AirCanada.com>

**Defendant's Web Page for the Fifth Customer:**

<http://hotels.www.ms.com/> (before an unknown date that is no later than Dec. 2011)

**Notes Related to the Fifth Customer**

Method 1

NOTE A: Link title – “book a hotel”; various city names

NOTE B:

Individual commerce objects – Individual hotels.

Category commerce objects – City categories.

NOTE C:

Header – Logo at left of page on white header background, blue navigation bar below logo with white lettering.

Left side – Blue/white horizontal striped background.

Footer – Not present in this example.

Hyperlinks linking back to customer pages – Header buttons.

Logo – Air Canada logo top left.

Color scheme – Blue/white striped background, blue menu buttons with white lettering.

Page layout – Logo left at top above a menu bar with navigation buttons. Content centered and displayed on a white background.

NOTE E: Search product categories – Hotels are searchable by destination.

NOTE H: Hierarchical catalog – Not present in this example.

**Defendant: Travelocity.com L.P.**

**Defendant's affiliate programs (services) that are the “Accused Instrumentality” (including former entities):**

Travelocity affiliate program

[http://www.travelocity.com/about/main/0,%7CAFFILIATE\\_PROG,00.htm](http://www.travelocity.com/about/main/0,%7CAFFILIATE_PROG,00.htm))

The World Choice Travel Partner program (<http://www.wctravel.com/>)

Other domain names controlled by Travelocity for the purpose of operating affiliate programs (e.g., res99.com)

Site59.com

**First Example Customer Website:**

<http://travel.yahoo.com>

**Defendant's Web Page for the First Customer:**

<http://ach.travel.yahoo.net>

**Notes Related to the First Customer:**

Method 2

NOTE A: Link title – “Search Hotels”

NOTE B:

Individual commerce objects – Individual hotels.

Category commerce objects – City categories.

NOTE C:

Header – Logo on top light blue background and hyperlinks in dark blue menu bar and yahoo search bar.

Left side – Light blue background.

Footer – Not present in this example.

Hyperlinks linking back to customer pages – Header buttons, logo, and yahoo mail and search links.

Logo – Yahoo logo.

Color scheme – Light blue background darker blue menu buttons with white lettering. White background for content with blue lettering.

Page layout – Top menu bar with navigation buttons. Content displayed horizontally across the screen below the top menu.

NOTE E: Search product categories – “Hotel Advance Search” to search by city, or nearby airport or point of interest.

NOTE H: Hierarchical catalog – Not present in this example

**Defendant: Travelocity.com L.P.**

**Second Example Customer Website:**

[www.VisitSaltLake.com](http://www.VisitSaltLake.com)

**Defendant's Web Page for the Second Customer:**

<http://www.res99.com>

**Notes Related to the Second Customer:**

Method 1

NOTE A: Link title – “Go”

NOTE B:

Individual commerce objects – Individual hotels.

Category commerce objects – City categories.

NOTE C:

Header – Logo on top of image, black background and multi-colored navigation tabs with hyperlinks.

Left side – Black background at top fading to tan near the bottom.

Footer – Black background with a single line of white lettered hyperlinks

(“Contact Us,” “Member Directory,” etc.).

Hyperlinks linking back to customer pages – Header tabs, footer links.

Logo – “Visit Salt Lake” logo and slogan at top left.

Color scheme – Black background at the top fading to tan at the bottom, tan borders separating content with white backgrounds.

Page layout – Top menu bar with navigation tabs above a logo and image. Content displayed horizontally across the screen below the image.

NOTE E: Search product categories – Internet users can search hotels by name, or nearby attraction, address, or airport.

NOTE H: Hierarchical catalog – Not present in this example.

**Defendant: Orbitz, LLC**

**Defendant's affiliate programs (services) that are the “Accused Instrumentality” (including agents and former entities):**

Orbitz affiliate programs [http://orbitzprivatelabel.com/ps\\_onlineshopping.html](http://orbitzprivatelabel.com/ps_onlineshopping.html)

Lodging.com

The Neat Group

“The Orbitz/Seatg travel distribution solution”

<http://pressroom.orbitz.com/index.php?i=43&item=791>

**First Example Customer Website:**

[www.alaskaair.com](http://www.alaskaair.com)

**Defendant's Web Page for the First Customer:**

<http://car-hotel.alaskaair.com> (active before an unknown date that is no later than Aug. 2011)

**Notes Related to the First Customer:**

Method 2

NOTE A: Link title – “Hotels” or “Go” in the “Hotel Deal Finder” search box.

NOTE B:

Individual commerce objects – Individual hotels.

Category commerce objects – City categories (entered into the hotel deal finder search).

NOTE C:

Header – Logo on top of image and hyperlinks in menu bar.

Left side – Dark blue background at the top of the page fading to white at the bottom.

Footer – Two rows of Hyperlinks (“EASYBIZ,” ... “Legal,” “Privacy Policy”) separated by a light green horizontal bar.

Hyperlinks linking back to customer pages – Header buttons and footer links.

Logo – Alaska Airlines / Horizon Air logo.

Color scheme – Dark blue background at the top of the page fading to white at the bottom, white background in frame boxes, gray top menu bar buttons that turns dark blue with blue drop down menus for each button on mouse-over.

Page layout – Top menu bar with navigation buttons. Content displayed horizontally across the screen below the top menu.

NOTE E: Search product categories – “Start a new search” link or “Modify your search.”

NOTE H: Hierarchical catalog – Not present in this example.

**Defendant: Orbitz, LLC**

**First Example Customer Website:**

[www.alaskaair.com](http://www.alaskaair.com)

**Defendant's Web Page for the First Customer:**

Defendant's web page embedded in an iframe at customer's website (after an unknown date no later than Aug. 2011)

**Notes Related to the First Customer:**

Method 1

**NOTE A:** "Hotels" selected from "plan and book" navigation button or "Find Hotels from the "Book your trip" search box

**NOTE B:**

Individual commerce objects – Individual hotels.

Category commerce objects – City categories.

**NOTE C:**

Header – not present in this example

Left side – not present in this example

Footer – not present in this example

Hyperlinks linking back to customer pages – not present in this example

Color scheme – Search boxes have blue borders with dark blue lettering, borders surround lighter blue areas with users input controls (dark blue titles, white dropdown lists/text entry boxes and grey lettering in the dropdown lists/text entry boxes). Control buttons with light blue on top and dark blue on bottom and white lettering.

Page layout – Column style lay-out with search boxes enclosed in blue bordered boxes

**NOTE E:** Search product categories – "change your search."

**NOTE H:** Hierarchical catalog – Not present in this example.

**Defendant: Orbitz, LLC**

**Second Example Customer Website:**

[www.amtrak.com](http://www.amtrak.com)

**Defendant's Web Page for the Second Customer:**

<http://trip.amtrak.com/>

**Notes Related to the Second Customer:**

Method 1

**NOTE A:** Link title – "find your hotel now" - [trip.amtrak.com](http://trip.amtrak.com)

**NOTE B:**

Individual commerce objects – Individual hotels.

Category commerce objects – City categories.

**NOTE C:**

Header – Logo on top of image and hyperlinks in menu bar.

Left side – Not present in this example.

Footer – Not present in this example.

Hyperlinks linking back to customer pages – Header buttons.

Logo – AmTrak logo in upper left corner.

Color scheme – Blue background at the top of the page, white background in the main frame, yellow menu bar buttons that turns dark blue when selected.

Page layout – Top menu bar with navigation buttons. Content displayed horizontally across the screen below the top menu.

**NOTE E:** Search product categories – Internet users can search hotels and car rentals by train station or city. Hotels can also be searched by name.

**NOTE H:** Hierarchical catalog – Hotels arranged by city/destination on trip.AmTrak.com under "Top Hotel Destinations."

**Defendant: Orbitz, LLC**

**Third Example Customer Website:**

<http://www.hawaiianair.com>

**Defendant's Web Page for the Third Customer:**

<http://hawaiianair.netgroup.com/hawaiianair/HotelSearchResults?DD=HAWAIIANAIR&searchId=>

**Notes Related to the Third Customer:**

Method 2

(See Expedia/HawaiianAir above)

**Defendant: International Cruise & Excursion Gallery, Inc. / OurVacationStore.com, Inc.**

**Defendant's affiliate programs (services) that are the "Accused Instrumentality" (including former entities):**

I.C.E affiliate programs (see [http://www.iceenterprise.com/salesmarketing/packaged\\_programs.jsp](http://www.iceenterprise.com/salesmarketing/packaged_programs.jsp)) OurVacationStore.com, Inc.

**First Example Customer Website:**

<http://home.AmericanExpress.com>

**Defendant's Web Page for the First Customer:**

<http://www.americanExpressCruise.com>

**Notes Related to the First Customer:**

Method 1

**NOTE A:** Link title – "Search Cruises"

**NOTE B:**

Individual commerce objects – Individual cruises.

Category commerce objects – Cruise destination categories.

**NOTE C:**

Header – Logo at the left, top level menu buttons (My account, Cards, Travel, etc.) extending from the logo to the right and at the far right link to Change Country, Contact Us, and Log In button above a search box. The header has a white background fading to gray at near the lower portion, with a dark gray second level menu. Second level menu has menu options (with hyperlinks) relating to the selected top level menu (Book a Trip, etc.)

Left side – Not present in this example.

Footer – White background, licensure and travel notice links, above a gray border, above four columns of hyperlinks, above a single row of hyperlinks (Terms of Service, Privacy Statement and Card Agreements) above statement re: privacy and terms of service, above copyright notice United Air Lines, Inc. copyright. All hyperlinks in blue lettering

Hyperlinks linking back to customer pages – Header buttons, logo, and footer links.

Logo – American Express logo at top left.

Color scheme – Gray/dark gray two-tiered header menu structure where the top row has blue lettering and bottom row has white lettering. White background for content. Footer with white background blue lettered clickable hyperlinks separated from content by a gray border and from other columns of hyperlinks by thin gray lines extending vertically.

Page layout – Two-tier top menu bar with navigation buttons. Logo at top left. Search box and login info at top right. Content displayed horizontally across the screen below the top menu bars.

NOTE E: Search product categories – Cruise destinations, cruise length, departure month and day.

NOTE H: Hierarchical catalog – Not present in this example.

**Defendant: International Cruise & Excursion Gallery, Inc. / OurVacationStore.com, Inc.**

**Second Example Customer Website:**

[www.gocompare.com](http://www.gocompare.com)

**Defendant's Web Page for the Second Customer:**

[www.GCHolidayRewards.com](http://www.GCHolidayRewards.com)

**Notes Related to the Second Customer:**

Method 1

NOTE A: Link title – “Get Prices”

NOTE B:

Individual commerce objects – Individual cruises.

Category commerce objects – Cruise destination categories.

NOTE C:

Header – Logo at top left on white background, with green vertical bars on the right and left, Green menu buttons that darken when selected and have white lettering.

Left side – Light green to darker green at the top then a gray background below the header.

Footer – White background, with blue hyperlinks

Hyperlinks linking back to customer pages – Header buttons and footer links.

Logo – Go Compare logo at top left.

Color scheme – Green and gray side borders white background for informational content with gray accents. Green menu buttons.

Page layout – Logo and Menu bar with navigation buttons at the top.

Informational content arranged horizontally below the logo and menu bar.

NOTE E: Search product categories – Cruise destinations and lines.

NOTE H: Hierarchical catalog – “Last Minute Cruise Deals” and “Cruises from the UK.”

**Defendant: National Leisure Group, Inc./World Travel Holdings, Inc.**

**Defendant's affiliate programs (services) that are the “Accused Instrumentality” (including former entities):**

Cruises Only affiliate program (see <http://www.cruisesonly.com/cs/pitch.asp>)

Other affiliate programs operated by defendants that are not called “Cruise Only”

**First Example Customer Website:**

[www.United.com](http://www.United.com)

**Defendant's Web Page for the First Customer:**

<http://cruises.united.com>

**Notes Related to the First Customer:**

Method 1

NOTE A: Link title – “Cruises”

NOTE B:

Individual commerce objects – Individual cruises.

Category commerce objects – Cruise destination categories.

NOTE C:

Header – Logo and hyperlinks in menu bar.

Left side – Light blue background at the top of the page fading to white at the bottom.

Footer – Blue bottom boarder containing a rows of Hyperlinks (“About United,” etc.) above a white background with hyperlinks in blue lettering (“Compatible Browsers,” etc.) United Air Lines, Inc. copyright.

Hyperlinks linking back to customer pages – Header buttons, logo, and footer links.

Logo – United and Star Alliance logos.

Color scheme – Light blue background at the top of the page fading to white at the bottom, gray top menu bar buttons that turns light blue with blue-to-white drop down menus for each button on mouse-over, blue boarders at top and bottom of content.

Page layout – Top menu bar with navigation buttons. Content displayed horizontally across the screen below the top menu.

NOTE E: Search product categories – Cruise destinations, cruise length, departure month and day.

NOTE H: Hierarchical catalog – Cruises organized by destination and theme (e.g., last minute, holiday, or family).

**Defendant: National Leisure Group, Inc./World Travel Holdings, Inc.**

**Second Example Customer Website:**

[www.USAirways.com](http://www.USAirways.com)

**Defendant's Web Page for the Second Customer:**

<http://www.USAirwaysCruises.com>

**Notes Related to the Second Customer:**

Method 1

NOTE A: Link title – “Cruises”

NOTE B:

Individual commerce objects – Individual cruises.

Category commerce objects – Cruise destination categories.

NOTE C:

Header – Logo on top of blue graphic.

Left side – Not present in this example

Footer – Red pin stripe above blue footer bar with hyperlinks in white lettering, star alliance logo, above a grayish border.

Hyperlinks linking back to customer pages – US Airways link at top right of page and footer links.

Logo – US Airways logo in upper left corner.

Color scheme – Blue header and footer with links in white lettering, gray upper and lower borders around a white background for informational content, and red search buttons in the body of the page.

Page layout – Top and bottom blue borders. Content displayed horizontally across in a two column format with search function in the top left column.

NOTE E: Search product categories – Cruise destinations, cruise length, departure month and day.

NOTE H: Hierarchical catalog – Cruises organized by destination and theme (e.g., last minute, holiday, or family).



**Defendant: National Leisure Group, Inc./World Travel Holdings, Inc.**

**Third Example Customer Website:**

[www.priceline.com](http://www.priceline.com)

**Defendant's Web Page for the Third Customer:**

<http://cruises.priceline.com>

**Notes Related to the Third Customer:**

Method 1

NOTE A: Link title – "Cruises"

NOTE B:

Individual commerce objects – Individual cruises.

Category commerce objects – Cruise destination categories.

NOTE C:

Header – Blue background with priceline.com logo and hyperlinks at the far right top and in a second row across the middle of the screen.

Left side – Blue background

Footer – Blue background with white hyperlinks in three row centered above notice of priceline's patents.

Hyperlinks linking back to customer pages – Hyperlinks in headers and footer of page.

Logo – Priceline logo top left.

Color scheme – Blue background white lettered hyperlinks. Green buttons action buttons throughout the content. Orange highlights.

Page layout – Hyperlinks in Top and bottom blue borders. Content centered beneath the header horizontally.

NOTE E: Search product categories – Cruise destinations, cruise length, departure month and day.

NOTE H: Hierarchical catalog – Cruises organized by destination and theme.

**Defendant: Digital River, Inc.**

**Defendant's affiliate programs (services) that are the "Accused Instrumentality":**

One Network affiliate program (see <http://www.onenetworkdirect.com/>)

Reg Now affiliate program (see <http://www.regnow.com/>)

**First Example Customer Website:**

[www.DownloadStore.com](http://www.DownloadStore.com)

**Defendant's Web Page for the First Customer:**

[www.DigitalRiver.com](http://www.DigitalRiver.com)

**Notes Related to the First Customer:**

Method 1

NOTE A: Link title(s) – "Games," "Education," etc.

NOTE B:

Individual commerce objects – software.

Category commerce objects – categories of software.

NOTE C:

Header – Logo and hyperlinks.

Left side – Search box and software links.

Footer – Yellow background with blue lettered hyperlinks. Downloadstore.com copyright

Hyperlinks linking back to customer pages – Header and footer links.

Logo – Downloadstore.com logo at top center of page.

Color scheme – White background Blue vertical bar at top yellow frame at top and left white background for content with blue lettering.

Page layout – Top menu bar with navigation links and left side menu bar with navigation links. Content displayed to the right of navigation links on the left side of the page.

NOTE E: Search product categories – Types of software.

NOTE H: Hierarchical catalog – software organized by operating system compatibility and genre/type.

**Defendant: Digital River, Inc.**

**Second Example Customer Websites:**

Websites operated by independent affiliates who have signed up with either the RegNow or OneNetworkDirect affiliate programs and customized their websites per Digital River instructions.

**Defendant's Web Page for the Second Customer:**

[www.DigitalRiver.com](http://www.DigitalRiver.com) or another site controlled by Digital River

**Notes Related to the Second Customer:**

Method 1 or Method 2

NOTE A: Link title(s) – "Buy It" or "Try It" (suggested titles)

NOTE B:

Individual commerce objects – Software.

Category commerce objects – Categories of software.

NOTE C:

Digital River states that affiliates "can alter the checkout process for your customers to match the look and feel of your site." <http://www.regnow.com/affiliates/> and <http://onenetwork.digitalriver.com/>

Digital River says "A Style ID is a web page design 'wrapper' that allows you to customize the header/footer/gutter of the ordering pages by uploading HTML content directly into your control panel." <http://www.regnow.com/affiliates/features.html>

NOTE D: Customer web page design assistance – Digital River offers online help and tools.

NOTE E: Search product categories – Types of software.

NOTE H: Hierarchical catalog – Upon information and belief, this is done in at least some cases.

**Defendant: Digital River, Inc.**

**Third Example Customer Website:**

[www.microsoft.com/mac/buy](http://www.microsoft.com/mac/buy)

**Defendant's Web Page for the Third Customer:**

<http://buy.OfficeForMac.com>

**Notes Related to the Third Customer:**

Method 2

NOTE A: Link title(s) – "buy now"

NOTE B:

Individual commerce objects – software.

Category commerce objects – not present in this example

NOTE C:

Header – Black header with Microsoft Office: Mac word logo at left, country selection and search bar at far right. Navigational buttons with white lettering beneath logo.

Left side – Black background

Footer – Black background with grey lettering for copyright and hyperlinks at the left, Microsoft word logo at right

Hyperlinks linking back to customer pages – Header and footer links.

Logo – Microsoft Office: Mac word logo in header at top left; Microsoft word logo at footer of page at bottom right.

Color scheme – Black background, black navigation buttons at top with white lettering. Grey lettered hyperlinks at bottom of the page.

Page layout – Microsoft related logos at top left and bottom right. Top menu bar with navigation links. Copyright and hyperlink to general info at bottom of the page.

NOTE E: Search product categories – not present in this example.

NOTE H: Hierarchical catalog – not present in this example.

**EXHIBIT 18**

**To**

**Peter Kent's Opening Expert Report  
Regarding the Invalidity of the '135, '572  
and '399 Patents**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION

DDR HOLDINGS, LLC,

Plaintiff,

v.

HOTELS.COM, L.P.; EXPEDIA, INC.;  
TRAVELOCITY.COM, L.P.;  
SITE59.COM, LLC; CENDANT  
TRAVEL DISTRIBUTION SERVICES  
GROUP, INC.; INTERNETWORK  
PUBLISHING CORPORATION d/b/a  
LODGING.COM; INTERNATIONAL  
CRUISE & EXCURSION GALLERY,  
INC.; OURVACATIONSTORE, INC.;  
NATIONAL LEISURE GROUP, INC.;  
DIGITAL RIVER, INC.,

Defendants.

CIVIL ACTION NO. 2-06-CV-00042-DF

JURY TRIAL REQUESTED

**PLAINTIFF DDR HOLDINGS, LLC'S ANSWERS TO  
DEFENDANTS' FIRST SET OF COMMON INTERROGATORIES (NOS. 1-9)**

To: Defendants HOTELS.COM, L.P., EXPEDIA, INC.; TRAVELOCITY.COM, L.P.; SITE59.COM, LLC; CENDANT TRAVEL DISTRIBUTION SERVICES GROUP, INC.; INTERNETWORK PUBLISHING CORPORATION D/B/A LODGING.COM; INTERNATIONAL CRUISE & EXCURSION GALLERY, INC.; OURVACATIONSTORE.COM, INC.; NATIONAL LEISURE GROUP, INC.; and DIGITAL, RIVER, INC., by and through their respective attorneys of record:

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Plaintiff DDR Holdings, LLC, ("DDR") makes the following answers to Defendants' First Set of Common Interrogatories (Nos. 1-9):

PLAINTIFF DDR HOLDINGS, LLC'S ANSWERS TO  
DEFENDANTS' FIRST SET OF COMMON INTERROGATORIES (NOS. 1-9)  
510450 000002 DALLAS 2057808.1

**GENERAL OBJECTIONS**

1. Plaintiff DDR Holdings, LLC, ("DDR") objects to the Interrogatories to the extent that they call for information that is protected by the attorney-client privilege.
2. DDR objects to the Interrogatories to the extent that they call for information constituting or reflecting work product, including but not limited to, thoughts or mental impressions of DDR's attorneys in connection with the preparation, prosecution, or defense of any claim by or against DDR.
3. DDR objects to the Interrogatories to the extent that they seek disclosure of information that is not relevant to any claim or defense in this action or likely to lead to discoverable evidence.
4. DDR objects to the Interrogatories to the extent that they impose an undue burden on DDR by exceeding the scope of discovery permissible under the Federal Rules of Civil Procedure.
5. DDR objects to the Interrogatories to the extent that they seek confidential information of third parties.
6. DDR objects to these Interrogatories to the extent that they seek information that is not within DDR's possession, custody, and control.
7. DDR objects to definitions 2-6 as ambiguous and objects to producing documents related to patents or claims not asserted infringed, except as may be relevant to any claim or defense.
8. DDR objects to the term "identify" as it is defined in instructions 8-11, because it seeks more information than is required to identify the person, document, or communication at

PLAINTIFF DDR HOLDINGS, LLC'S ANSWERS TO  
DEFENDANTS' FIRST SET OF COMMON INTERROGATORIES (NOS. 1-9)  
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issue, and because if this definition is allowed, the number of interrogatories propounded by Defendants would far exceed the limit.

**INTERROGATORIES AND RESPONSES**

**INTERROGATORY NO. 1:** Identify the person(s) with the most knowledge concerning the allegations set forth in Defendants' and DDR's pleadings and discovery requests including, but not limited to, Defendants' Counterclaims and DDR's Answers to Defendants' Counterclaims, and for each such person describe the subject matter of their knowledge and identify for what paragraphs they have knowledge.

**ANSWER:** DDR objects to this Interrogatory because it is overly broad, unduly burdensome, and premature. DDR objects to this Interrogatory to the extent it requests a paragraph-by-paragraph breakdown of any person's knowledge of the pleadings and/or discovery requests, as an interrogatory is an inappropriate tool for obtaining such discovery. DDR also objects to the phrase "most knowledge," as it is vague and ambiguous, and requires a subjective comparison of the importance of information. DDR also objects because, if taken literally, by reference to multiple paragraphs of multiple documents, the interrogatory would have multiple subparts, well in excess of the limit on the number of interrogatories.

Subject to and without waiving the forgoing objections, DDR identifies the following persons as having significant knowledge of DDR's claims and defenses to counterclaims:

- a. Mr. Daniel D. Ross. Mr. Daniel Ross is Managing Director of DDR Holdings, LLC, and has held this position since DDR's incorporation. His knowledge includes, but is not limited to, ownership, invention, meaning of terms, prosecution of patent, Nexchange history, damages, and reasonable royalty. Business address/telephone = 1859 Tennille Court,

PLAINTIFF DDR HOLDINGS, LLC'S ANSWERS TO  
DEFENDANTS' FIRST SET OF COMMON INTERROGATORIES (NOS. 1-9)  
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Dunwoody, GA 30338-3615/404-932-3281. Residential address/telephone = 1859 Tenmille Court, Dunwoody, GA 30338-3615/404-932-3281. Contact through counsel of record only.

b. Mr. D. Delano Ross, Jr. Mr. Del Ross maintains an ownership interest in DDR Holdings, LLC. His knowledge includes, but is not limited to, ownership, invention, meaning of terms, prosecution of patent, Nexchange history, damages, and reasonable royalty. Business address/telephone = 1859 Tenmille Court, Dunwoody, GA 30338-3615/404-932-3281. Residential address/telephone = 5012 Audley Lane, Norcross, GA 30092/678-612-8513. Contact through counsel of record only.

**INTERROGATORY NO. 2:** Identify all objective evidence that DDR may rely on to support an argument that any of the Asserted Claims is not obvious and explain the basis for DDR's reliance on such evidence, including the alleged nexus between such objective evidence and the invention claimed in each such Asserted Claim.

**ANSWER:** DDR objects to this Interrogatory because it is overly broad, unduly burdensome, and premature. DDR objects to this Interrogatory to the extent it seeks to reverse the burden of proof, suggesting that DDR must prove nonobviousness. DDR also objects to the Interrogatory as untimely, because Defendants have not yet satisfied their disclosure obligations under Patent Local Rule 3-2, accordingly DDR does not know what obviousness arguments will be made or maintained. The Interrogatory is additionally untimely because it calls for disclosure of expert opinions and such disclosure is not yet required under the Federal Rules of Civil Procedure, the Local Rules, or the Court's scheduling order.

Subject to and without waiving the foregoing objections, DDR answers that it intends to rely on evidence of Defendants' sales to demonstrate commercial success and defendants'

PLAINTIFF DDR HOLDINGS, LLC'S ANSWERS TO  
DEFENDANTS' FIRST SET OF COMMON INTERROGATORIES (Nos. 1-9)  
510450 000072 DALLAS 2057908.1

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documents and customers to demonstrate the nexus of those sales with the inventive methods and systems. DDR likely intends to rely on additional information, including long-felt and unsolved need and acknowledgements of the significance of the invention.

**INTERROGATORY NO. 3:** If Plaintiff contends that any Defendant has contributorily infringed and/or actively induced infringement of any of the Asserted Claims, identify each such Defendant, and, for each such Defendant, describe the bases for plaintiff's contention, including, without limitation, (i) such Defendant's knowledge of the Patents-in-Suit, (ii) such Defendant's activities that you contend support a finding that it contributorily infringed and/or actively induced infringement of any Asserted Claim, and (iii) an identification of the entities whose direct infringement plaintiff contends was contributed to or actively induced by such Defendant.

**ANSWER:** DDR objects to this Interrogatory because it is overly broad, unduly burdensome, and premature. Defendant objects to this Interrogatory as untimely, because Defendant cannot furnish an answer without further discovery of Defendants' source code, computer systems, and relationships with customers or contractors.

Subject to and without waiving the foregoing objection, DDR answers that it intends to rely on at least correspondence between DDR or its predecessors and Defendants to show Defendants' knowledge of the patents-in-suit. This case is in the early stages of discovery, and DDR has not yet determined the full extent of Defendants' or its customers' or contractors' infringement of DDR's patents. DDR will supplement this answer as necessary in accordance with the Federal Rules of Civil Procedure.

PLAINTIFF DDR HOLDINGS, LLC'S ANSWERS TO  
DEFENDANTS' FIRST SET OF COMMON INTERROGATORIES (Nos. 1-9)  
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**INTERROGATORY NO. 4:** For each Defendant, describe in detail all damage or harm DDR claims to have suffered as a result of the alleged infringement of any of the Asserted Claims for which DDR claims such Defendant is directly or indirectly liable, including, without limitation, the amount of monetary damages, and a full explanation of how any such damages were calculated and a full statement of all sources of information used in the calculation of such damages and the reasons why such sources of information were used therein.

**ANSWER:** DDR responds by reference to the damages calculation it outlined in its initial disclosure statement. This case is in the early stages of discovery, and additional discovery will be required to determine a reasonable royalty. DDR will supplement this answer as necessary in accordance with the Federal Rules of Civil Procedure.

**INTERROGATORY NO. 5:** Identify the date(s) in which DDR first became aware of each Defendants' alleged infringement of any one of the Asserted Claims and all persons knowledgeable of each Defendants' alleged infringement on and since that date.

**ANSWER:** DDR objects to this Interrogatory because it is overly broad, unduly burdensome, and premature.

Subject to and without waiving the foregoing objections, DDR answers that, in October 2003, it first became aware that the actions of the following Defendants (or related or predecessor entities), which appeared to DDR might have constituted infringement of DDR's then-issued patent, although at the time, DDR may not have known the legal names or specific entities responsible for the possible infringement: HOTELS.COM, L.P.; EXPEDIA, INC.; TRAVELOCITY.COM, L.P.; SITE59.COM, I.L.C.; CENDANT TRAVEL DISTRIBUTION SERVICES GROUP, INC.; INTERNETWORK PUBLISHING CORPORATION D/B/A

PLAINTIFF DDR HOLDINGS, LLC'S ANSWERS TO  
DEFENDANTS' FIRST SET OF COMMON INTERROGATORIES (Nos. 1-9)  
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LODGING.COM, NATIONAL LEISURE GROUP, INC., and DIGITAL, RIVER, INC. In September of 2004, DDR first became aware that the actions of INTERNATIONAL CRUISE & EXCURSION GALLERY, INC., and OURVACATIONSTORE.COM, INC., may have constituted infringement of DDR's patents. DDR wrote letters to the defendants seeking to determine whether the potential infringing activities actually infringed. DDR became increasingly aware that defendants did not have excuses that would make their activities not infringe and is unable to identify a specific date on which it reached a final conclusion that infringement occurred. DDR became aware of each defendant infringing the '572 patent on January 31, 2006, the day that patent issued. Aside from DDR's counsel of record in this action, the persons knowledgeable of this subject are those listed in answer 1 above.

**INTERROGATORY NO. 6:** If DDR alleged that any Defendant has willfully infringed any Asserted Claim, for each such Defendant, describe in detail each and every factual and legal basis supporting that allegation. Include, without limitation, an identification of when and how such Defendant was put on notice of the Patents-in-Suit, and an identification of all documents and things on which DDR relies in support of its contentions, as well as all persons knowledgeable concerning the factual or legal basis for DDR's allegations and a description of the subject matter known by each such person.

**ANSWER:** DDR objects to this Interrogatory because it is overly broad, unduly burdensome, and premature.

Subject to and without waiving the foregoing objections, DDR answers that it intends to rely on at least correspondence between DDR or its predecessors and Defendants to show Defendants' notice of the patents-in-suit. This case is in the early stages of discovery, and DDR

PLAINTIFF DDR HOLDINGS, LLC'S ANSWERS TO  
DEFENDANTS' FIRST SET OF COMMON INTERROGATORIES (Nos. 1-9)  
510450 000072 DALLAS 2057908.1

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has not yet determined the full extent or timing of Defendants' knowledge of DDR's patents or their actions in response thereto. DDR relies on the absence of reasonable responses by the Defendants to the inquiry letters and the fact that the companies continued their activities unabated. DDR further relies on the fact that defendants, in some instances, changed the websites or servers identified in DDR's letters to disguise their infringement, including masking URL's, website ownership, or server addresses. Aside from counsel, person's knowledgeable of this defense include unknown persons employed by or working for Defendants. DDR will supplement this answer as necessary in accordance with the Federal Rules of Civil Procedure.

**INTERROGATORY NO. 7:** Identify all offers, negotiations, intellectual property transfers, licenses, assignments or other agreements relating to the Patents-in-Suit or patents in the field of the Patents-in-Suit by or whether or not involving DDR, and identify all persons and entities to or from whom DDR has ever offered, received, negotiated, transferred, licensed or assigned such rights. For each item, identify any lump sum payments, royalty percentage or other compensation paid or received pursuant to a transfer, license or assignment, including the amount of payments or percentage, the date received, and to or from whom.

**ANSWER:** DDR objects to this Interrogatory because it is overly broad and unduly burdensome. DDR specifically objects to identifying offers or negotiations with defendants in this action or related parties. DDR further objects to the term "patents in the field of the Patents-in-Suit". DDR has no other patents, and to the extent Defendants refer to non-DDR patents (or its predecessors), that portion of the question is vague and indefinite, overbroad, and not calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, DDR additionally answers that DDR has made available for production certain documents, including licensing files, to which it refers defendants, and that the following offers and/or negotiations occurred:

- (a) On or about December 27, 2000, CyberRebate.com, Inc., offered to purchase the stock of Nexchange for \$1,000,000. This agreement was never finalized and no payments of any kind were ever paid from CyberRebate.com to Nexchange, or vice versa, in connection with this transaction.
- (b) On or about February 2, 2001, eDelights.com, Inc., offered to acquire from Nexchange an unrestricted, worldwide license to use, modify and redistribute the Syndicated e-Commerce software for a \$375,000 convertible note. This agreement was never finalized and no payments of any kind were ever paid from eDelights.com to Nexchange, or vice versa, in connection with this transaction.
- (c) On or about January 31, 2001, Mercado Networks ("Mercado Networks") and Nexchange negotiated a transaction in which Mercado would purchase a license to use Nexchange Syndicated e-Commerce software in exchange for a \$375,000 convertible note issued by Mercado. This agreement was never finalized and no payments of any kind were ever paid from Mercado to Nexchange, or vice versa, in connection with this transaction.

DDR further answers: Assignments of patents rights to what eventually became the patents-in-suit were made from the inventors to Nexchange, from Nexchange to Daniel Ross, from Ross to DDR, all as recorded in the assignments recorded with the Patent Office. DDR refers defendants to documents connected thereto included in the documents available for inspection.

DDR is aware of no licenses granting rights under the patents-in-suit.

**INTERROGATORY NO. 8:** Identify all prior art and all alleged prior art known to DDR that is relevant, or has been asserted by others to be relevant, to any of the Patents-in-Suit or related applications, and separately state for each such item of prior art the date and circumstances under which DDR first became aware thereof, and state whether the reference or activity was known to any inventor named on the Patents-in-Suit or prosecuting attorneys of the Patents-in-Suit before the issue date of each such patent.

**ANSWER:** DDR objects to phrase "that is relevant" as vague and ambiguous. DDR objects to this Interrogatory to the extent that it seeks the "date and circumstances under which DDR first became aware" of all prior art, as overbroad and unduly burdensome. Subject to and without waiving the foregoing objections, DDR responds by referring defendants to the documents containing such items of prior art, and the patent prosecution files, which are included in the documents being made available for inspection.

**INTERROGATORY NO. 9:** For the Asserted Claims of the Patents-in-Suit, identify the priority date DDR contends is applicable, and describe the circumstances in which the claimed subject matter was first conceived, experimented and tested; reduced to practice; made known or used by others in the United States through public disclosure or otherwise; patented or described in a printed publication anywhere in the world; put in public use in the United States, and/or offered for commercial use in the United States. Also identify all individuals with knowledge concerning and all documents and things that refer or relate to, the subject matter of this interrogatory.

**ANSWER:** DDR objects to this improper compound Interrogatory. DDR intends to count this as seven interrogatories for purposes of the limit. DDR objects to this Interrogatory to the extent it requests a detailed description of virtually all circumstances surrounding the subject matter of the patent – i.e. when it was first conceived, experimented, tested, reduced to practice, made known or used by others in the United States through public disclosure or otherwise, patented or described in a printed publication anywhere in the world, put in public use in the United States, and/or offered for commercial use in the United States – as an interrogatory is an inappropriate tool for obtaining such discovery. DDR objects to the request for "all individuals with knowledge concerning and all documents and things that refer or relate to, the subject matter of this interrogatory," because it is overly broad, unduly burdensome, and premature.

Subject to and without waiving the foregoing objections, DDR answers that the priority date for each asserted claim is September 17, 1998, because all claims of both patents are entitled to the priority of Serial No. 09/398,268, filed September 17, 1999, and application Serial No. 60/100,697, filed September 17, 1998.

The circumstances in which the claimed subject matter was first conceived, experimented and tested, reduced to practice, and used publicly by DDR or its predecessors are shown in the Nexchange and other files produced by DDR on those subjects.

The circumstances in which the subject matter was patented is shown in the patent-prosecution and related files produced by DDR.

DDR is unaware of instances in which the invention was made, known, used, or offered by others in the United States through public disclosure or otherwise before the effective filing date and reminds defendants that it is their burden to show such by clear and convincing evidence. DDR objects to responding to those questions for periods after the effective filing

date, but subject to and without waiving the foregoing objections, DDR refers to defendants' infringing uses (or equivalent uses during the respective patent-prosecution periods) and Nexchange's uses before the issue date of the patents. DDR refers to the Nexchange files on the latter subject.

DDR also incorporates by reference into this answer the identification of individuals with knowledge concerning and documents relating to the subject matter of this interrogatory as disclosed in Plaintiff's Amended Disclosure pursuant to Patent Local Rules 3-1, 3-2, and Federal Rule of Civil Procedure 26(a)(1).

Respectfully submitted,

  
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CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing was served via electronic mail, on this the 21st day of July, 2006 upon Defendant, by and through its counsel of record, as follows:

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## Electronic Patent Application Fee Transmittal

|   |   |
|---|---|
| <b>Application Number:</b>                  | 12906979  |
| <b>Filing Date:</b>                         | 18-Oct-2010   |
| <b>Title of Invention:</b>                  | Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing |
| <b>First Named Inventor/Applicant Name:</b> | D. Delano Ross  |
| <b>Filer:</b>                               | Louis J. Hoffman/Donald Hertz   |
| <b>Attorney Docket Number:</b>              | 23-CON3   |

Filed as Small Entity

### Utility under 35 USC 111(a) Filing Fees

| Description                              | Fee Code | Quantity | Amount | Sub-Total in USD(\$) |
|--|----------|----------|--------|----------------------|
| <b>Basic Filing:</b>                     |          |          |        |                      |
| <b>Pages:</b>                            |          |          |        |                      |
| <b>Claims:</b>                           |          |          |        |                      |
| <b>Miscellaneous-Filing:</b>             |          |          |        |                      |
| <b>Petition:</b>                         |          |          |        |                      |
| <b>Patent-Appeals-and-Interference:</b>  |          |          |        |                      |
| <b>Post-Allowance-and-Post-Issuance:</b> |          |          |        |                      |
| <b>Extension-of-Time:</b>                |          |          |        |                      |

| Description                             | Fee Code | Quantity | Amount | Sub-Total in USD(\$) |
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| <b>Miscellaneous:</b>                   |          |          |        |                      |
| Submission- Information Disclosure Stmt | 1806     | 1        | 180    | 180                  |
| <b>Total in USD (\$)</b>                |          |          |        | <b>180</b>           |

## Electronic Acknowledgement Receipt

|   |   |
|---|---|
| <b>EFS ID:</b>                              | 13377496  |
| <b>Application Number:</b>                  | 12906979  |
| <b>International Application Number:</b>    |   |
| <b>Confirmation Number:</b>                 | 1141  |
| <b>Title of Invention:</b>                  | Methods of expanding commercial opportunities for internet websites through coordinated offsite marketing |
| <b>First Named Inventor/Applicant Name:</b> | D. Delano Ross  |
| <b>Customer Number:</b>                     | 26362   |
| <b>Filer:</b>                               | Louis J. Hoffman/Donald Hertz   |
| <b>Filer Authorized By:</b>                 | Louis J. Hoffman  |
| <b>Attorney Docket Number:</b>              | 23-CON3   |
| <b>Receipt Date:</b>                        | 30-JUL-2012   |
| <b>Filing Date:</b>                         | 18-OCT-2010   |
| <b>Time Stamp:</b>                          | 22:05:15  |
| <b>Application Type:</b>                    | Utility under 35 USC 111(a)   |

### Payment information:

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|--|-------------|
| Submitted with Payment                   | yes         |
| Payment Type                             | Credit Card |
| Payment was successfully received in RAM | \$180       |
| RAM confirmation Number                  | 7536        |
| Deposit Account                          |             |
| Authorized User                          |             |

### File Listing:

| Document Number | Document Description | File Name | File Size(Bytes)/ Message Digest | Multi Part /.zip | Pages (if appl.) |
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| 1   | Amendment/Req. Reconsideration-After Non-Final Reject | 12-07-30-DDR-CON3-RTOA.pdf                   | 60144<br>dbc74758038ba34f1043d171a188bab5b79c4d50   | no | 9   |
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| 2   | Transmittal Letter                                    | 12-07-30-DDR-CON3-Supp_IDS_Cover.pdf         | 53280<br>4ad1ddd0b999b8821307aaa948b25bbbe5bd422d   | no | 3   |
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| 3   | Information Disclosure Statement (IDS) Form (SB08)    | 12-07-30-DDR-CON3-FORM_1449.pdf              | 324163<br>0e1223c235909d1c8fadd04a72f80bc6c8c7c426  | no | 4   |
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| This is not an USPTO supplied IDS fillable form |   |  |   |    |     |
| 4   | Non Patent Literature                                 | 1- Defs_Rule_3-6_Amend_Invalid_Contents.pdf  | 1106821<br>cf04ecd038738e524acd2a14aaa46881026415   | no | 96  |
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| 5   | Non Patent Literature                                 | 2- Defs_Exhibits_re_DDR135-4UP.pdf           | 1625580<br>9b654ed6bc357be77037794f81eb6ce6170b78b  | no | 45  |
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| 6   | Non Patent Literature                                 | 3- Defs_Exhibits_re_DDR572-4UP.pdf           | 3032304<br>3d89402e62d6e5c47edf650b953a8b6595e1949a | no | 108 |
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| 7   | Non Patent Literature                                 | 4- Defs_Exhibits_re_DDR399-4UP.pdf           | 3756887<br>7f30e59cf29e1f8a40267d5a6291f3b182d65019 | no | 102 |
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| 8   | Non Patent Literature                                 | 5-Edwards-Making_Money_in_Cyberspace-4UP.pdf | 4122654<br>72360d57aa8c52fb4fd395c4d55af98a57440996 | no | 74  |
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| 9   | Non Patent Literature                                 | 6-Wilsonweb_archive_pages.pdf                | 159597<br>fbee87836ba8491eda6564134a812c0924858ffb  | no | 5   |

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| 10   | Non Patent Literature | 7-Wilsonweb_archive_pages.pdf        | 145171<br>9ec33b203cbf379ee5014c8f0aa2383eeb61cf02 | no | 3  |
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| 11   | Non Patent Literature | 8-Wilsonweb_shopsite_article.pdf     | 132350<br>5f2b2a090942faab31c28939049949f67c4c4af7 | no | 3  |
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| 12   | Non Patent Literature | 9-Wilsonweb_shopsite_screenshots.pdf | 590822<br>5f70b6226eaaa1cc10e231aee9676dabeeca9df5 | no | 5  |
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| 13   | Non Patent Literature | 10-Wilson-Web_Cmrc_Today.pdf         | 57802<br>afb4f989ef5e1fd93fac20230e08bb7748bd896d  | no | 2  |
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| 14   | Non Patent Literature | 11-Astrologynet-Astromall.pdf        | 94086<br>296dc0225568b43525db200f3bfaaf2ca7d59b7   | no | 2  |
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| 15   | Non Patent Literature | 12-viamall-3-29-97.pdf               | 312526<br>1e0428c6d2e8fe80106b06b0b2afe2954a532dec | no | 14 |
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| 16   | Non Patent Literature | 13-austad-5-20-98.pdf                | 28949<br>f43921f66e62e8dd3b2f7923dd8f99655876eb6   | no | 1  |
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| 17                  | Non Patent Literature | 14-CDNow_Story.pdf                | 452034                                    | no | 7 |
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| 18                  | Non Patent Literature | 15-cdnow-godzilla.pdf             | 74778                                     | no | 1 |
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| 19                  | Non Patent Literature | 16-cdnow-rollstone.pdf            | 82014                                     | no | 1 |
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| 20                  | Non Patent Literature | 17-bizweek-10-12-08.pdf           | 71102                                     | no | 2 |
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| 21                  | Non Patent Literature | 18-fredericks-7-21-97.pdf         | 37388                                     | no | 1 |
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| 22                  | Non Patent Literature | 19-pgs_showing_edwards_ref.pdf    | 348673                                    | no | 5 |
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| 23                  | Non Patent Literature | 20-fredericks-4-18-97.pdf         | 22731                                     | no | 1 |
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| 24                  | Non Patent Literature | 21-thespacehop-12-12-98.pdf       | 43427                                     | no | 2 |
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| 25                  | Non Patent Literature | 22-kennedyspacecenter-1-30-98.pdf | 77405                                     | no | 2 |
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| 26   | Non Patent Literature | 23-nasaviamall-12-22-97.pdf       | 50675<br>237eea60f4cfe0e396bad078dcd1636f9aa32af   | no | 2 |
| <b>Warnings:</b>   |                       |                                   |  |    |   |
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| 27   | Non Patent Literature | 24-marketplacemci-tess_record.pdf | 34412<br>9281685df3a461a469898dd958bba4e963a1fa    | no | 1 |
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| 28   | Non Patent Literature | 25-MCI_opens.pdf                  | 118376<br>a448cccc14dab798a23e495bf26b49bf3594387b | no | 1 |
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| 29   | Non Patent Literature | 26-seattle_times.pdf              | 87453<br>ffd21bb8906136e1759ee36e3ec90b40e8da4cd2  | no | 1 |
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| 30   | Non Patent Literature | 27-bizwire-MCI1.pdf               | 99289<br>fe4ef8885d0cd3ae0eee7420845d369e01c999fd  | no | 2 |
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| 31   | Non Patent Literature | 28-bizwire-MCI2.pdf               | 102080<br>32a1aaf19820463b44236aa58000cc053ca684d8 | no | 2 |
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| 32   | Non Patent Literature | 29-bizwire-MCI3.pdf               | 163519<br>38c2273ce13fbd733be7b2e4f68a55de698f3223 | no | 3 |
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| 33   | Non Patent Literature | 30-bizwire-MCI4.pdf               | 103299<br>d27e4d1528d508f259a57565d36e2eb2238b91a6 | no | 2 |
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| 34   | Non Patent Literature | 31-bizwire-MCI5.pdf               | 165765<br>5b2c1d7b3f03fdbf8f936ff05218f8935261b989 | no | 3 |

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| <b>Information:</b> |                       |                                 |  |    |    |
| 35                  | Non Patent Literature | 32-viaweb_1st_biz_plan.pdf      | 250233<br>b18c3624c9a5f4635be377e84d26bf2433d4ea61 | no | 7  |
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# NEXCHANGE MERCHANT INTERNET DISTRIBUTED COMMERCE NETWORK AGREEMENT

This Nexchange Merchant Internet Distributed Commerce Network Agreement, including all exhibits attached thereto ("Agreement"), is entered into and made effective this 1st day of Sept. 1998 ("Effective Date") by and between **Nexchange Corporation**, a Georgia Corporation, ("Nexchange") and **The Dunwoody Gourmet Group** ("Merchant").

In consideration of the promises set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Nexchange and Merchant agree as follows:

1. **Background.** Nexchange has developed and operates a service comprised of various hardware, software and services collectively called the Nexchange Internet Distributed Commerce Network ("Network"). The Network enables Merchant to sell its merchandise via the Internet through a network of independent web sites. The Network also offers secure credit card processing via Nexchange's secure Internet server and complete administration of Merchant's Internet Distributed Commerce Program. Merchant wishes to establish, and Nexchange wishes to provide, a complete Internet Distributed Commerce Program solution to Merchant.

2. **Definitions.** In addition to all other terms defined herein, the capitalized terms in this Agreement shall have the meanings set forth in **Exhibit A**.

3. **Provision of Services to Merchant.** During the Term, Nexchange will provide the Services to Merchant on the terms and conditions contained in this Agreement. As described in detail below, the Services shall include the following: (i) assist Merchant in establishing a Catalog on the Network; (ii) identify, recruit, and obtain Hosts; (iii) monitor and manage all Hosts; (iv) provide Merchant's Links to Hosts; (v) process all Orders for Merchandise; (vi) forward Order Information to Merchant for fulfillment of Orders; and (vii) track and pay Host Commissions from Transaction Fees.

4. **Catalog Setup.** With the assistance of Nexchange, Merchant agrees to place Merchandise in its Catalog, together with all relevant information about Merchant's Merchandise, pricing, and business policies into its Catalog, including, without limitation, shipping policies, return/exchange policies, customer service information, and any other critical information related to the Merchant and the Customers' shopping experience as required by Nexchange from time to time. On an ongoing basis, Merchant shall update and maintain all such information in its Catalog through Merchant's private Nexchange interface. Merchant shall honor all prices and other terms contained in its Catalog at the time of Order placement. Merchant is solely responsible for all information contained in its Catalog and Nexchange is not liable for any errors in the Catalog (e.g., wrong price listed, wrong customer service number given, etc.).

## 5. **Setup and Use of Links; Merchant Marks.**

(a) With the assistance of Nexchange, Merchant may provide the graphic image and/or text for use in conjunction with the Link, including the Merchant Marks. Merchant hereby grants to Nexchange a revocable, non-exclusive right to (i) use the Marks in conjunction with the Link and the Network, including advertisement of the Network, and (ii) allow Hosts to use the Marks solely in connection with posting the Link on the Host web site. Merchant reserves all rights, title and interest in and to the Marks not expressly granted herein. This license shall immediately terminate upon the expiration or termination of this Agreement. Merchant may revoke or withhold the right to use the Marks from any particular Host at any time for any reason upon written notice to Nexchange.

(b) The Link may also contain Nexchange's service mark and the words "Powered by Nexchange" or similar language.

6. **Systems Integration.** Merchant may, but is not required to, integrate its computer system with the Network. Merchant is solely responsible to provide all hardware, software and other equipment, materials, costs and expenses required to integrate Merchant's computer system with the Network. Nexchange will provide integration services at the request of Merchant through a Nexchange authorized service provider. Nexchange will charge and bill Merchant separately for such services.

## 7. **Hosts.**

### 7.1. **Posting Links with Host Web Sites.**

Nexchange will post a description of Merchant and the Merchandise on the Network. Hosts will be able to review those descriptions and register with Nexchange to post Merchant's Link on their web sites.

Merchant will have access to a complete list of all Hosts registered to sell Merchant's Merchandise through the Network.

7.2. **Merchant Review Policy.** Nexchange will identify, recruit and manage all Hosts. Merchant may set standards for acceptable Nexchange Hosts that sell Merchant Merchandise. Nexchange takes reasonable measures to exclude and reject any potential or current Host whose web site is or becomes unsuitable for the Network, including, but not limited to, the inclusion of content that is in any way unlawful, harmful, threatening, defamatory, obscene, harassing or otherwise objectionable. Merchant shall direct all communications with Hosts through Nexchange unless otherwise directed by Nexchange. Merchant may request that Nexchange deactivate a Link from any Host.

## 8. **Ordering, Payment and Return Procedures.**

The terms, policies and procedures applicable to all ordering, payment (by Customers and to Merchant), Merchandise returns and other terms ("Merchant Guide") are set forth in **Exhibit D**.

9. **Transaction Fees; Host Commissions.** Nexchange will perform the Services for Merchant in consideration for payment of the Transaction Fees. Nexchange shall track and pay Host Commissions from the Transaction Fees.

10. **Exclusivity.** During the Term, Merchant agrees to use Nexchange as Merchant's exclusive source for the Services or any similar services. (i.e., Merchant shall not enter into revenue-sharing/commission agreements with owners of independent web sites). Nothing herein shall prohibit Merchant from owning and operating its own electronic commerce web site.

11. **Limited Warranty.** IF THE NETWORK, NETWORK SOFTWARE, OR SERVICES ARE FOUND TO BE DEFECTIVE, NEXCHANGE'S SOLE RESPONSIBILITY AND MERCHANT'S SOLE REMEDY SHALL BE, AT NEXCHANGE'S SOLE DISCRETION, TO (I) CORRECT OR REPLACE SUCH DEFECT, OR (II) TERMINATE THIS AGREEMENT.

12. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THE PRECEDING SECTION THE NETWORK, NETWORK SOFTWARE AND SERVICES ARE OFFERED "AS IS." NEXCHANGE MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE NETWORK, NETWORK SOFTWARE OR ANY SERVICES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, MERCHANTABILITY, NONINFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE. IN ADDITION, NEXCHANGE MAKES NO REPRESENTATION THAT THE OPERATION OF THE NETWORK OR NETWORK SOFTWARE WILL BE UNINTERRUPTED, ACCURATE, OR ERROR FREE. NEXCHANGE IS NOT LIABLE FOR THE CONSEQUENCES OF ANY SUCH INTERRUPTIONS, INACCURACIES OR ERRORS.

## 13. **Term and Termination of the Agreement.**

13.1. **Term.** This Agreement shall commence as of the Effective Date and shall remain in effect (unless sooner terminated pursuant to this Section) for three (3) years thereafter ("Initial Term"). It shall be renewed automatically without interruption for successive two-year periods (each a "Renewal Term") unless either party (at its sole option, for any reason or for no reason) gives written notice of intent not to renew the Agreement at least sixty (60) days before the beginning of any Renewal Term. A party may also terminate this Agreement as otherwise provided herein or upon a material breach of this Agreement by the other party which remains uncured forty-five (45) days after receipt of written notice of such breach by the non-breaching party. The failure to achieve any particular sales volumes of the Merchandise shall not be considered a material breach of this Agreement.

13.2. **Effect of Termination.** From and after the date of any termination or expiration of this Agreement: (i) all licenses to use the Network Software and Merchant Marks shall immediately terminate; and (ii) any and all provisions, and obligations contained in this Agreement which by their nature or affect are required or intended to be observed, or performed after termination of this Agreement will survive the termination or expiration of this Agreement for any reason and remain binding upon and for the benefit of the parties. Rights of termination are without prejudice to any remedies available to the parties under this Agreement for breach, at law or in equity.

14. **Relationship of Parties.** Merchant and Nexchange are independent contractors, and nothing in this Agreement will create any partnership, joint venture, franchise, or employment relationship between the parties. Nothing in this Agreement shall be deemed to make Nexchange a reseller of Merchant's Merchandise for any purpose whatsoever.

15. **Limitation of Liability.** NEITHER NEXCHANGE NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR OTHER REPRESENTATIVES SHALL BE LIABLE TO MERCHANT FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF GOODWILL RELATING IN ANY MANNER TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR ACTION, EVEN IF NEXCHANGE HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. NEXCHANGE'S TOTAL LIABILITY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, SHALL NOT EXCEED THE TOTAL AMOUNT OF UNPAID PAYMENTS THEN DUE AND OWING TO MERCHANT UNDER THIS AGREEMENT.

16. **Indemnification by Nexchange.**

(a) In accordance with the terms of this Agreement, Nexchange hereby agrees to defend, indemnify and hold harmless Merchant and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) for claims that the Network Software infringes the copyright, patent, or trade secret of any third party, provided that Merchant gives Nexchange prompt notice of, and all available assistance in defending any such claim and, provided further that Nexchange has sole authority to defend, contest and settle any such claim. Nexchange will have no liability under this Section and Merchant will indemnify, defend and hold Nexchange harmless from and against any and all costs, losses, damages, legal costs and expenses, liability, claims and demands incurred by or against Nexchange in connection with any claim described in this Section which is based upon Merchant's use of the Network Software in connection with any other hardware, software, or services not provided by Nexchange, or any manner which is not authorized by this Agreement.

(b) If any of the Network Software becomes, or in Nexchange's sole judgment is likely to become, the subject of a claim under this Section, Nexchange may, at its sole option: (i) obtain for Merchant the right to continue using the Network Software; (ii) replace or modify the Network Software to make it non-infringing; or (iii) terminate this Agreement and refund to Merchant the Transaction Fees for the month in which such termination occurs.

(c) This Section states the entire liability of Nexchange and the exclusive remedy of Merchant with any respect to any claim of infringement of patent, copyright, trade secret or other proprietary rights of any third party.

17. **Indemnification by Merchant.** In addition to any other

**NEXCHANGE CORPORATION**

By: Joseph R. Michaels  
Name: Joseph R. Michaels  
Title: President  
Address: 500 Sugar Mill Road, Suite 120-B  
Atlanta, Georgia 30350  
E-Mail Address: joe.michaels@nexchange.com

obligations of indemnity provided herein, Merchant hereby agrees to defend, indemnify and hold harmless Nexchange and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) resulting from any claim made or suit brought against Nexchange, to the extent such results from any acts or omissions by Merchant or its employees or agents, including, without limitation, (i) any claim that our use of the Merchant Marks infringes any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any breach by Merchant of the terms of this Agreement, or (iii) any claim related to the Merchandise including, without limitation, the payment of any applicable taxes relating to the Merchandise.

18. **No Third Party Beneficiaries.** The parties acknowledge and agree that there are no third party beneficiaries to this Agreement.

19. **Governing Law; Dispute Resolution.**

(a) This Agreement will be governed by the laws of the United States and the State of Georgia, without reference to rules governing choice of laws. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Arbitration shall be conducted by a single arbitrator who shall have a background or training in electronic commerce; provided, however, that the parties may apply to a court of competent jurisdiction for any appropriate equitable relief, including, without limitation, preliminary and permanent injunctions.

(b) Any action or arbitration, as the case may be, relating to the subject matter of this Agreement, regardless of the type of claim or action, must be brought in the federal or state courts located in Fulton County, Georgia. Merchant irrevocably consents to the jurisdiction of such courts and such venue.

20. **Entire Agreement.** This Agreement and all attached Exhibits (which are hereby incorporated by reference) constitute the entire agreement between the parties concerning the subject matter hereof and supersede all written or oral prior agreements or understandings with respect thereto. In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Neither party's failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such a provision or any other provision of this Agreement. Headings of particular Sections are inserted only for convenience and are not to be considered a part of this Agreement or be used to define, limit or construe the scope of any term of this Agreement.

21. **No Oral Modification.** No modification, extension or waiver of or under this Agreement shall be valid unless made in writing and signed by an authorized representative of the party sought to be charged therewith. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of this Agreement.

22. **Assignment.** Merchant may not assign this Agreement, by operation of law or otherwise, without the prior written consent of Nexchange. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns.

23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**MERCHANT**

By: Joan L. Ross  
Name: Joan L. Ross  
Title: President  
Company Name: Dunwoody Gourmet Group LLC  
Address: PO Box 888786  
Atlanta, GA 30354  
E-Mail Address: queenie@home.com  
456615.02  
Queenie Ross Enterprises LLC  
Managing Partner

**EXHIBIT A**  
**TO NEXCHANGE MERCHANT INTERNET DISTRIBUTED COMMERCE NETWORK AGREEMENT**

**DEFINITIONS**

1. **Internet Distributed Commerce Program** means all efforts to market or sell Merchant's Merchandise through, or associated with, web sites owned by persons or entities other than Merchant and where compensation is based on a commission or revenue sharing basis.
2. **Customer** means an Internet user who purchases Merchandise from Merchant via the Network.
3. **Host** means an owner of a web site who is eligible to display Merchant's Link thereon in conjunction with the Network.
4. **Host Commission** means the commission payable to a Host based on the purchase of Merchandise by Customers accessing Merchant's Catalog via a Link on the Host's web site.
5. **Catalog** means an electronic, on-line catalog of Merchant's Merchandise residing on Network.
6. **Link** means an Internet hyperlink from a Host web site to Merchant's Catalog on the Network.
7. **Merchandise** means Merchant's products, goods, services or any combination thereof contained in Merchant's Catalog.
8. **Merchant Marks** mean the trademarks, service marks, trade names or logos owned or rightfully used by the Merchant and listed in **Exhibit B**.
9. **Network Software** means Nexchange's proprietary software used in conjunction with the provision of the Services and the Network.
10. **Order** means a transaction conducted via the Network whereby a Customer submits an order to purchase Merchant's Merchandise.
11. **Order Information** means information about an Order conveyed by Nexchange to Merchant in order to fulfill an Order, including the type and quantity of Merchandise purchased, Customer name, Customer e-mail address (if available), Customer billing and shipping addresses.
12. **Services** mean all services provided or potentially provided by Nexchange to Merchant pursuant to this Agreement, including without limitation, administration of Merchant's Internet Distributed Commerce Program and the Network.
13. **Term** means the Initial Term of this Agreement and all Renewal Terms.
14. **Transaction Fees** mean the fees payable by Merchant to Nexchange for Services rendered pursuant to this Agreement as set forth in **Exhibit C**.



**EXHIBIT B**  
**TO NEXCHANGE MERCHANT INTERNET DISTRIBUTED COMMERCE NETWORK AGREEMENT**

**MERCHANT MARKS**

Merchant represents and warrants to Nexchange that Merchant is the sole and exclusive owner of the Merchant Marks or otherwise has the right and power to grant to Nexchange the license to use the same as set forth in the Agreement. The Merchant Marks are as follows:

- 
- 
- 
-

**EXHIBIT C  
TO NEXCHANGE MERCHANT INTERNET DISTRIBUTED COMMERCE NETWORK AGREEMENT**

**TRANSACTION FEES**

Merchant and Nexchange agree that the Transaction Fees shall be equal to 25 percent of each Order, exclusive of taxes and shipping/handling fees, plus — percent for Merchant's credit card processing fees. Merchant's credit card processing fees are defined as all costs presently incurred by Merchant for Internet orders inclusive of, but not limited to, discount rates, intermediary transaction fees (e.g., Cybercash, CyberSource, PaymentNet, Vital systems, etc.), and loss provisions.

**EXHIBIT D**  
**TO NEXCHANGE MERCHANT INTERNET DISTRIBUTED COMMERCE NETWORK AGREEMENT**  
**MERCHANT GUIDE**

1. **Ordering Process.** Customers will access Merchant's Catalog on the Network from a Link contained on a Host's web site. Once connected to the Catalog, a Customer may order Merchandise with a credit card. Nexchange will process the Order, including obtaining approval for the Customer's credit card. Nexchange will then pass all Order Information to Merchant for Order fulfillment. Merchant is solely responsible for (i) shipping all Orders as set forth herein, (ii) the Merchandise, and (iii) all Customer service including, without limitation, Merchandise returns and exchanges.

2. **Binding Orders; Privity.** During the Term, all Orders (for which there is approval of the Customer's credit card) shall constitute binding agreements for the purchase and sale of Merchandise between Merchant and the Customer on the terms contained in the Catalog including, without limitation, price terms. Merchant shall fill all such Orders. All contractual privity with all Customers shall be with Merchant. Nexchange shall have no contractual privity with any Customers. Merchant shall indemnify, defend and hold Nexchange (and all its officers, directors and shareholders) harmless from any and all claims by Customers relating in any manner to Merchandise, Orders or the Network.

3. **Order Status.** Upon completion of each successful credit card transaction, Nexchange transmits all Order Information to Merchant. Upon transmission of Order by Nexchange to Merchant, Merchant must keep Nexchange informed of Order status. All Orders have three status levels:

(i) NEW (Order sent by Nexchange to Merchant);

(ii) ACKNOWLEDGED (Order received by Merchant; implies that Merchant has read Order and begun fulfillment of that Order);

(iii) SHIPPED (Order successfully packaged and shipped by Merchant to customer as per Order's instructions).

Immediately upon receiving Order Information, Merchant must change Order status to ACKNOWLEDGED. Immediately upon shipping an Order, or portion thereof, Merchant must change Order status to SHIPPED. Merchant must also enter the date of each shipment and, wherever applicable, the shipment's package tracking number (e.g., Federal Express tracking number).

4. **Merchandise Availability and Shipping.** Merchant shall only include available in-stock Merchandise in its Catalog and shall timely remove Merchandise which becomes unavailable. If any Customer orders unavailable Merchandise prior to its removal from the Catalog, then Merchant shall promptly notify Nexchange and Nexchange shall then notify the Customer of the unavailable Merchandise. Merchant shall ship all Orders in a timely manner, including any special shipping requirements (e.g., rush Orders); provided that Merchant shall ship all Merchandise no later than 72 hours after Order placement. Merchant shall check for Order Information and acknowledge Orders on a regular and timely basis, but in no event less than once per each business day.

5. **Network Software License.** (a) During the Term and subject to the terms and conditions of this Agreement, Nexchange grants Merchant a non-exclusive, non-assignable, revocable license to use the Network Software residing on Nexchange's computer hardware solely for the purposes related to the fulfillment of Orders and management of the Merchant's Internet Distributed Commerce Program.

(b) Except as expressly stated in this Agreement, this Agreement does not convey any rights or licenses in or to the Network Software or any copies thereof to Merchant. Merchant solely has license to use the Network Software on Nexchange's computer hardware and has no right or license to possess any copies of the Network Software. Nexchange reserves all rights not expressly granted herein and no express or implied license of right of any kind is granted to Merchant regarding the Network Software, including, but not limited to, any right to know, use, produce, receive, reproduce, copy, market, sale, distribute, transfer, translate, modify, adapt, disassemble, decompile, reverse engineer, create derivative works, or obtain possession of any source code or

other technical material related to the Network Software.

**6. Payments.** Nexchange will forward to Merchant monthly payments for all fulfilled Orders by the end of the fifth business day of the second calendar month following shipment of Order. An Order will be considered shipped when Nexchange is notified of such shipment in accordance with item 3 of EXHIBIT D. Payments shall be defined as funds received by Customers for shipped Merchandise, less Transaction Fees, plus or minus any Adjustments.

**Example #1:** On January 1, Nexchange processes an Order, obtains credit card approval, and passes Order Information to Merchant. Merchant ships the Order on January 3. On or about March 5, Nexchange sends Merchant Payment for this Order.

**Example #2:** On January 30, Nexchange processes an Order, obtains credit card approval, and passes Order Information to Merchant. Merchant ships the Order on January 31. On or about March 5, Nexchange sends Merchant Payment for this Order.

**Example #3:** On January 30, Nexchange processes an Order, obtains credit card approval, and passes Order Information to Merchant. Merchant ships the Order on February 1. On or about April 5, Nexchange sends Merchant Payment for this Order.

**7. Taxes.** Merchant is solely responsible for the collection and payment of all applicable taxes on the Merchandise including, without limitation, any and all sales taxes, use taxes and value-added taxes. Merchant shall defend, indemnify and hold Nexchange harmless, together with Nexchange's officers, directors and shareholders, from any and all claims or liability for all such taxes.

**8. Adjustments.**

**8.1. Returns.** Merchant shall offer a thirty-seven day unconditional return policy from the date of purchase for all Merchandise. Customers must obtain a return merchandise authorization number ("RMA") from Nexchange in order to return Merchandise for a refund. The Customer must return the Merchandise accompanied by the RMA to Merchant within twenty-eight (28) days after receiving an RMA. Upon receipt of the returned Merchandise, Merchant must complete and forward to Nexchange a Returned Merchandise Form ("RMF"), as the RMF exists from time to time. Upon receipt of a completed RMF from Merchant, Nexchange will issue a credit to the Customer's credit card, less any shipping, handling or associated costs. Because Nexchange is charging the Customer's credit card for the Merchandise, Nexchange is the only party that may issue a refund to the Customer (i.e., Merchant may not issue refunds to Customers without exercising commercially reasonable means to ascertain whether the corresponding purchase originated from the Network). Upon issuance of an RMA, Nexchange will withhold from Merchant's Payments the amount due for the applicable Order plus the applicable Transaction Fee or, if already paid to Merchant, then Nexchange will withhold an amount equal to the amount of credit to be applied to the Customer's credit card from future Payments. In the event that a Customer obtains an RMA but does not return the Merchandise to Merchant, then the RMA will expire after the twenty-eight (28) day period set forth above and the corresponding funds will then be released to Merchant as appropriate.

**8.2. Dispute/Charge-backs.** If a dispute against a Customer's credit card is indicated, then Nexchange shall be entitled to withhold a corresponding portion of Payments to Merchant as set forth above until resolution of the dispute in either the Merchant's or Customer's favor.

**8.3 Exchanges.** Merchant shall handle all Merchandise exchanges directly with the Customer without requiring Nexchange's intervention.

In the event of any return, or dispute resulting in a charge-back, Transaction Fees are not refundable to Merchant. Notwithstanding, Nexchange will take reasonable steps to collect any amounts paid to Hosts as commission on the sale of Merchandise which (i) Customers have returned for refund in whole or in part, or (ii) was subject to dispute resulting in charge-back. Nexchange will pay all such collected amounts to Merchant.

In the event that future Payments within a reasonable period are insufficient to cover any credits applied to Customers' credit card as a result of returns or charge-backs, then Merchant shall pay any such deficiency to Nexchange upon demand. Upon termination of this Agreement for any reason, Nexchange is authorized to withhold all Payments due to Merchant for 120 days in order to protect Nexchange against charge-backs and refunds.

**9. Security and Privacy.**

(a) The Network provides for selected data encryption of selected data as described in Nexchange materials. MERCHANT UNDERSTANDS AND ACKNOWLEDGES THAT CERTAIN RISKS ARE INHERENT IN THE TRANSMISSION OF INFORMATION OVER THE INTERNET. MERCHANT CHOOSES TO USE THE SECURITY PROCEDURES PROVIDED WITH THE NETWORK EVEN THOUGH OTHER SECURITY PROCEDURES ARE AVAILABLE. ACCORDINGLY, NEXCHANGE DOES NOT WARRANT THAT THE NETWORK, NETWORK SOFTWARE TRANSACTIONS OR ORDERS WILL BE UNINTERRUPTED, ERROR FREE OR IMPENETRABLY SECURE. NEXCHANGE SHALL HAVE NO LIABILITY FOR OR RELATING TO THE SECURITY, INTERRUPTION, INTEGRITY OR ACCURACY OF THE SERVICES, ORDER INFORMATION, NETWORK, NETWORK SOFTWARE OR ORDERS.

(b) Nexchange will not retain the full credit card number of any Customer except where explicitly authorized to do so by the Customer.

(c) Merchant may not sell, transfer or otherwise distribute any individual Customer information to any third parties for marketing purposes or otherwise.

**9. Confidentiality.**

(a) Merchant acknowledges and agrees that certain information disclosed to Merchant by Nexchange constitutes Proprietary Information, including, without limitation, the terms of this Agreement, business and financial information, technological information, Host lists, Network Software, and pricing and sales information. The Proprietary Information shall remain the sole and exclusive property of Nexchange and disclosure of the Proprietary Information to Merchant does not confer to Merchant any license, interest, or rights of any kind in or to the Proprietary Information, except as provided under this Agreement. Merchant shall keep the Proprietary Information strictly confidential and secret and shall not use or disclose the same, directly or indirectly, for Merchant's own business purposes or for any other purpose except and solely for the purposes contemplated by this Agreement. Merchant shall protect the Proprietary Information with the same degree of protection and care as Merchant uses to protect its own Proprietary Information, but in no event less than reasonable care. Notwithstanding the foregoing, Merchant may disclose the Proprietary Information if required under applicable law.

(b) With regard to Trade Secrets, Merchant's obligations in this Section shall continue for so long as such information constitutes a Trade Secret. With regard to Confidential Information, Merchant's obligations in this Section shall continue for the term of this Agreement and for a period of three (3) years thereafter. For the purposes of this Agreement, (i) "Proprietary Information" means Trade Secrets and Confidential Information; (ii) "Trade Secrets" means trade secrets as defined under Georgia law, as amended from time to time; and (iii) "Confidential Information" means information that is of value to Nexchange and is treated as confidential other than Trade Secrets.

**10. Host Non-Solicitation.** During the Term and continuing for a period of two (2) years after the termination or expiration of this Agreement ("Limitation Period"), Merchant agrees not to enter into any agreement with any Host for the provision of, or relating in any manner to, Affiliate or Internet Distributed Commerce Programs or other arrangements to place Internet hyperlinks or other advertisement on the web site of any Host based on a revenue sharing or commission basis. Merchant also agrees during the Limitation Period not to call upon, solicit, or recruit (or assist others in performing such acts) any Host for the purpose of performing any acts relating to Affiliate or Internet Distributed Commerce Programs or other arrangements to place Internet hyperlinks or other advertisement on the web site of any Host based on a revenue sharing or commission basis.

**11. No Liability for Hosts.** Notwithstanding any other terms of this Agreement, Nexchange shall have no liability for any acts or omissions by any Host or content included on any Host web site, including, but not limited to, any misuse or misappropriation of Merchant Marks.

**12. Insurance.** Merchant shall have Nexchange named as an additional insured on all of Merchant's general and product liability related insurance policies, except workers' compensation policies. Merchant shall provide written evidence that Nexchange is so named within ten (10) business days of written request from Nexchange.

13. **Compliance with Laws.** During the term of this Agreement, Merchant shall fully comply with all applicable laws, governmental regulations, rules, requirements, ordinances and other requirements of local and state authorities and the Federal government relating to the Merchandise. Merchant shall defend, indemnify and hold Nexchange harmless, together with Nexchange's officers, directors and shareholders, from any and all claims or liabilities relating to Merchant's failure to comply with its obligations under this Section.

14. **Change of Terms and Policies.** The terms and policies contained in this Merchant Guide Exhibit ("Terms and Policies") may change from time to time. Nexchange reserves the right to modify all such Terms and Policies and the Transaction Fees upon sixty (60) days written notice to Merchant. If Merchant does not agree to such modified Terms and Policies or Transaction Fees, then Merchant's sole remedy is to terminate this Agreement upon forty-five (45) days written notice to Nexchange; otherwise all such modified Terms and Policies or Transaction Fees shall automatically become part of this Agreement and supersede all inconsistent terms.

15. **Notices.** All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested; (iii) by nationally recognized overnight courier service, or (iv) by facsimile where such notice is electronically confirmed as received and is followed by delivery of a copy of such notice in a manner described in (i), (ii), or (iii), to the addresses of the respective parties set forth in the Agreement. A party may change its address listed in the Agreement by notice to the other party.

16. **Marketing and Promotion by Merchant.** During the term of this Agreement, Merchant shall promote its participation in the Network in an effort to increase the Hosts offering Merchant's products. This promotion shall include, but not be limited to, inclusion in Merchant's own website via text and/or graphical link on the main page of said website which leads visitor to a separate page on Merchant's website that provides program information and a direct invitation to apply to join the Network as a Host. Nexchange will provide a unique Internet address ("URL") to be imbedded in this second page which will take the visitor to a signup page and simultaneously enable Nexchange to identify that Host applicant as having been recruited through the Merchant's promotional efforts. Additionally, Merchant shall grant all approved Hosts full authorization to use content from Merchant's website, excluding product pricing and availability information, in conjunction with offers placed within Host websites for Merchant's products. All such shared content will be attributed to Merchant.

# MicroShops™

## BUSINESS PLAN

March 1998

Delano Ross, Jr.      Joseph Michaels  
Principals  
1000 Abernathy Road, Suite 1420  
Atlanta, GA 30328  
Phone: (770) 668-2334 Fax: (770) 668-2330  
E-mail: [Microshops@centurytech.com](mailto:Microshops@centurytech.com)  
[www.microshops.com](http://www.microshops.com)

### ***CONFIDENTIAL INFORMATION***

This business plan is the property of MicroShops Corporation and is considered to be strictly confidential. It contains information intended only for the person to whom it is transmitted. With receipt of this plan, recipient acknowledges and agrees that: i) in the event recipient does not wish to pursue this matter, this document will be returned, at the address listed above as soon as possible; ii) the recipient will not copy, fax, reproduce, divulge, or distribute this confidential plan, in whole or in part, without the expressed written consent of MicroShops Corporation; iii) all of the information herein will be treated as confidential material with no less care than that afforded to your own company confidential material.

This document does not constitute an offer to sell, or a solicitation of an offer to purchase.

Business Plan #: \_\_\_\_\_

Provided To: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

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## I. Executive Summary

### Mission & Business Model

Our company's mission is to deliver the leading Internet affiliate sales service in the Internet Commerce marketplace. Our flagship product, MicroShops™, helps companies sell smarter on the Internet.

MicroShops™ enables Merchants (retailers and manufacturers) to market their products to the ever-expanding Internet user population through a network of third-party Hosts (affiliate websites) who are compensated on a pay-per-sale basis. This is accomplished through a proprietary application built on a database-driven, secure-commerce platform designed for reliability, ease of use, and scalability.

With the financing contemplated herein, our company expects to achieve \$0.6 million in sales and \$0.35 million in pretax losses in 1998 and achieve \$3.5 million in sales and \$1.4 million in pretax profits in 1999. The funds raised at this time will allow us to develop the MicroShops™ Engine, build a staff of sales, marketing, and technical professionals, and increase the number of Merchant and Host participants in MicroShops™ programs. Revenues will come in the form of setup fees and transaction fees, paid by Merchant clients. Projected revenues for each type of revenue are described in the following table:

|                        | 1998              | 1999                | 2000                |
|------------------------|-------------------|---------------------|---------------------|
| <b>Revenues</b>        |                   |                     |                     |
| Gross Transaction Fees | \$ 449,400        | \$ 3,096,000        | \$ 7,200,000        |
| Setup Fees             | 147,000           | 403,000             | 544,000             |
| <b>Total Revenues</b>  | <b>\$ 596,400</b> | <b>\$ 3,499,000</b> | <b>\$ 7,744,000</b> |

The Internet Commerce market is expected to reach \$208 billion by 2001. (Source: Iconocast) MicroShops Corporation expects that Internet affiliate sales programs such as MicroShops™ may account for as much as 15% of this total market by 2001, but a recent study by Ernst & Young indicates that such programs **already** account for 12% of total business-to-consumer sales. While some of these Internet affiliate sales programs will be built and managed in-house, a significant percentage will be outsourced. It is anticipated that up to 50% of all Internet affiliate sales programs will be outsourced, and for manufacturers and small merchants, an even higher percentage will be outsourced. Internet affiliate sales programs provide the following advantages to manufacturers, merchants, and affiliates:

- Merchants leverage third-party marketing efforts on a straight commission basis
- Manufacturers and merchants receive higher margins through affiliate sales as a result of reduced overhead and disintermediation.

- Affiliates earn incremental revenues while providing additional value-added content to their visitors, enhancing the appeal of their content website.

MicroShops Corporation is at a point where it can grow MicroShops™ into a significant player in the Internet Commerce marketplace. To implement our plans we require an investment totaling \$1 million for the following purposes:

- To build the MicroShops™ Engine according to the project plan (already developed, detailed, and proofed).
- To hire the remaining members of the executive management team.
- To recruit marketing, sales, and administrative staff to support prolonged growth and development.
- To initiate a comprehensive publicity and promotion campaign to build product and brand awareness.
- To develop a reseller program comprised of web developers, Internet Service Providers, and other Internet professionals.
- To create Customer Support services to handle the increased demands created by the influx of new Hosts and broader coverage of existing accounts.
- To increase R&D to create follow-on products as well as improve our competitive advantages.
- To retire prior debt (seed and bridge capital) financing.

## Our Products/Services

MicroShops™ technology consists of a database-driven, web-enabled secure commerce application operating in a Windows NT environment. MicroShops™ enables retailers and manufacturers to sell goods and services online through third-party, complementary websites on a revenue-sharing basis. In effect, this dramatically extends the marketing reach of MicroShops™ clients while delivering value-added incremental revenue sources to the third-party affiliate websites.

MicroShops™ offers a unique value proposition to both Merchants and Hosts. The strength of this value proposition makes MicroShops™ a superior alternative to our competitors and to in-house solutions. These unique factors include:

- MicroShops™ offers Merchants a complete, end-to-end solution, taking responsibility for the entire Internet affiliate sales process. MicroShops™ recruits

Hosts that sell the Merchant's products, processes the Merchant's online orders, and manages commission payments to the Hosts.

- Hosts retain ownership of their visitors throughout the shopping and purchasing process, enabling Hosts to maximize ad revenues as well as earn MicroShops™ sales commissions.
- Hosts and Merchants get superior tracking functionality from a third-party source, eliminating disputes and allowing both parties 24-hour access to real-time reporting.
- Hosts and Merchants get recruited in a variety of ways: actively (through efforts of Merchant personnel and the MicroShops Corporation sales force), passively (through the MicroShops™ website), and through Value Added Resellers (i.e., Web developers, Internet service providers, systems integrators, and software companies)

MicroShops Corporation also has an advantage in the marketplace because of our early recognition of the market opportunity and resulting speed to market. We will be one of very few companies that offer an outsourced solution to the creation and management of Internet affiliate sales programs.

After launching the core MicroShops™ service, we plan to follow with line extensions such as private labeling/licensing of the MicroShops™ Engine and turnkey order fulfillment. Additionally, although MicroShops Corporation will work exclusively with U.S. companies in the near term, Merchants and Hosts in other regions of the world have also demonstrated strong interest in Internet affiliate sales technology. MicroShops Corporation will open European offices in 1999 and Asian regional offices in 2000 to address these opportunities.

## Market Definition

We define our market as the Internet affiliate sales segment of the Internet Commerce market. The Internet Commerce market was approximately \$10.7 billion in 1997, according to International Data Corporation and is expected to grow to \$208 billion by the year 2001. Jupiter Research predicts that our segment, Internet affiliate sales programs, represents up to 25% of the total Internet Commerce market. To date, many online merchants have experienced results that surpass these projections, and some experts have predicted that higher penetration is possible. For the purposes of our own forecasts, MicroShops Corporation projects that an average of 15% of Internet Commerce transactions will be initiated and processed through Internet affiliate sales programs.

Our clients, called MicroShops™ Merchants, are original equipment manufacturers, producers, and wholesale distributors of products and services. It is anticipated that early MicroShops™ Merchant clients will come from the following industry groups, based largely upon the Industries which have been successful in Internet sales to date (Forrester Research):

- PC hardware and computer electronics

- Entertainment
- Gifts, flowers, and greetings
- Hardware (i.e., tools & accessories)
- Toys and games
- Foods and beverages
- Pet supplies
- Apparel
- Jewelry

The success of Merchants in these categories has been influenced by a number of factors. In addition to the importance of brand recognition on Internet sales success, the above-mentioned categories share the following characteristics:

- Products or services are readily understood, sight unseen
- Definable consumer segments
- Merchants with direct fulfillment capabilities

MicroShops™ will appeal to Merchants based on the potential MicroShops™ creates for incremental sales with a substantially improved profit margin. In the case of small businesses, MicroShops™ offers a primary sales channel as a result of low entry costs and high potential. Medium-sized Merchants will probably invest in self-managed Internet Commerce efforts which are augmented by MicroShops™ sales. MicroShops™ will also appeal to larger merchants simply because the administrative and economic requirements of establishing and maintaining a successful Internet affiliate sales program make an outsourced solution more attractive. The growing Internet user population will increase the attraction of MicroShops™ and other Internet Commerce solutions (over 60,000,000 unique users access the Internet each week as of December 1997 [Source: Iconocast]). Ultimately, MicroShops™ is attractive because it enables the Merchant to focus on its core competencies – producing and delivering quality products – without being distracted by the need to develop and maintain new competencies in Internet marketing or direct sales.

MicroShops™ will penetrate this market through a combination of direct solicitation and resellers. Revenues will be generated through setup fees and commissions from sales made through MicroShops™. These revenues will be shared with resellers as they are realized by MicroShops™.

## Competition

We compete directly with the following companies: LinkShare, Be Free, e-Merchant Group, ProActive Marketing Group, and Realm One, all of which create and manage Internet affiliate sales programs for a variety of Merchants. MicroShops™' competitive advantages are derived from our superior value proposition to Merchants and Hosts. Our efforts to brand MicroShops™ as an effective, powerful industry solution will help to solidify and expand our advantages.

## Management Team

Our team has the following members to achieve our plan:

- **Delano Ross, Jr., co-founder and Chief Executive Officer** – Since 1996, Delano Ross, Jr. has served as Principal of Century Technology Group, a leading Atlanta-based Internet Commerce consulting firm he co-founded with Joseph Michaels. Prior to launching Century Technology Group as a graduate student at the Wharton School of the University of Pennsylvania, Ross was an associate in the Financial Services division of Coopers & Lybrand consulting. Before this, he served as an officer of MBNA Corporation, where he worked as an assistant to the Chief Financial Officer, overseeing the design and implementation of strategic projects, conducting in-depth financial analyses, and contributing to corporate strategies. Before joining MBNA, Ross ran a successful technology consulting practice, in which he advised and assisted companies in the selection, implementation, and management of information technology investments. Ross holds a Masters of Business Administration degree from the Wharton School and a Bachelors degree from Georgetown University in Washington, DC.
- **Joseph Michaels, co-founder and President** – Joseph Michaels, a published expert in the field of Internet Commerce strategy and marketing, co-founded Century Technology Group with Ross while at Wharton in 1996. Prior to launching Century Technology Group, Michaels worked within the Greenhouse division of America Online (now AOL Studios), where he oversaw the approval, development, and analysis of several high-profile online ventures. Before AOL, he produced and directed television programs for domestic and international audiences through such networks as A&E, Financial News Network, The Family Channel, and Worldnet Television. His experience also includes several years as a marketing and media consultant to various political organizations and media companies in Washington, DC. Michaels holds a Masters of Business Administration degree from the Wharton School and a Bachelors degree from Georgetown University in Washington, DC.

Ross and Michaels share more than 10 years experience in entrepreneurship, technology, marketing strategy, and implementation. Together they have contributed to the success of Internet companies since 1995.

- **Robert Keith Welch, Chief Technology Officer** – Robert Keith Welch is an accomplished architect and designer of online systems and applications. Currently at work on his third book on programming, Welch has led mission-critical projects for such companies as Equifax, Bell South, Ceridian Employer Services, and Melita International. While working with Equifax, Keith created a distributed credit report ordering system for banks which resulted in the first \$1,000,000 worth of Internet transactions in the Atlanta area. His familiarity with commerce applications and a range of relevant technologies, including client/server, legacy mainframe, relational and object-oriented database, and other Internet technologies as Java, CGI, and CORBA, suit him to lead the management of MicroShops Corporation's technology development.

## Capital Requirements

We seek \$1,000,000 of additional financing which will enable us to build MicroShops Corporation so that it can fully exploit the tremendous potential that is represented by the Internet affiliate sales segment of the Internet Commerce market. We believe we can provide an exit for this investment within 3 years by a public offering or the sale of the company.

## Financial Plan

### Sales Summary

Projections for sales and income are based upon the results of comparable companies within our market segment. MicroShops Corporation believes that the potential exists to surpass these projections if we are able to accelerate our time-to-market and begin full-scale promotion and publicity more quickly.

| (\$000)                 | <b>1998</b> | <b>1999</b> | <b>2000</b> |
|-------------------------|-------------|-------------|-------------|
| Total Revenues          | \$ 596,400  | \$3,499,000 | \$7,744,000 |
| Total Expenses          | \$ 941,900  | \$2,125,300 | \$3,368,820 |
| Net Income Before Taxes | \$(345,500) | \$1,373,700 | \$4,375,180 |

### Current Balance Sheet Summary

| (\$000)           | <b>1998</b> | <b>1999</b> | <b>2000</b> |
|-------------------|-------------|-------------|-------------|
| Total Assets      | 1,100       | 2,028       | 4,785       |
| Total Liabilities | 285         | 222         | 171         |
| Book Value        | 815         | 1,806       | 4,615       |

Currently, the shares of companies such as DoubleClick (an Internet advertising and clickthrough-tracking service company which has yet to turn a profit), are publicly traded at 10 times revenues or higher. We believe that MicroShops Corporation may be able to capture some of the benefits of such an aggressive and optimistic market valuation in the future.

## ***II. The Company***

### **A. Mission**

Our goal is to become the premier provider of Internet affiliate sales services in the world.

We aspire to carry a reputation in the marketplace for developing and delivering powerful Internet Commerce marketing solutions which exceed the expectations of our customers, partners, and system users. We will achieve this aspiration by maintaining a cutting edge product, the MicroShops™ Engine, developing and maintaining a close understanding of market trends and needs, implementing innovative and profitable marketing and publicity campaigns, and delivering superior service to our customers.

In pursuit of our goal, we resolve to treat stakeholders, customers, and the community with respect and demonstrate our complete confidence in the integrity of our company and its products and services.

### **B. Legal Business Description**

MicroShops Corporation was founded in March, 1998 and is currently wholly owned by Century Technology Group, LLC. Since 1996, Century Technology Group has been a provider of top-quality Internet Commerce strategies and solutions to companies in various industries. The legal name of the new business is MicroShops Corporation, LLC. MicroShops Corporation is a Georgia Limited Liability Corporation. Our principal offices are located at 1000 Abernathy Road, Suite 1420, Atlanta, Georgia, 30328.

### **C. Strategy**

The MicroShops™ market strategy is to become established as the leading provider of Internet affiliate sales program management services by allowing manufacturers and retailers to market their products and services directly to consumers over the Internet at a better margin than is possible in traditional marketing channels.

In order to become the leading solutions provider in the Internet affiliate sales market, MicroShops Corporation will execute the following strategic plan:

#### **Create and maintain a superior service**

The MicroShops™ Engine must be constructed so that it is robust, scalable, eminently reliable, and possesses features that surpass those of our competitors' products and services. To achieve this, we will utilize established, open standards and development tools including RDBMS (relational database technology), ODBMS (object database technology), commercially available transaction servers, customized dynamic reporting capabilities, and interoperability. The combination of commercially available tools and customized programs will result in a proprietary application that is difficult and expensive



to replicate. Our technological and marketing lead will be strengthened over time by continuing investments in technological improvements and new features.

**Leverage the dispersed nature of the Internet to become a critical part of any effective Internet Commerce initiative**

To Merchants, MicroShops™ enable distributed selling through third party websites without significant infrastructure investment. To Hosts, MicroShops™ help to maximize the benefits of successful traffic-building and marketing efforts by earning revenue directly from visitors without “selling” them to other websites. By continually reinforcing these messages and underscoring the basic MicroShops™ marketing message that “5,000 stores are better than one,” MicroShops™ services will come to be considered essential to successful commerce initiatives on the Internet.

**Realize sales success by combining the focus of an in-house MicroShops Corporation sales force with the breadth of a reseller/partner program**

The products of individual industries are unique and require a unique selling strategy to successfully penetrate the Internet commerce market. In order to maximize the success of our Merchant sales force, MicroShops Corporation must establish a deep understanding about the products of specific vertical industry groups. The Internet sales propositions for products within an industry are likely to be similar, enabling our marketing staff to develop specific competencies in creating successful online marketing and sales tactics for individual Merchant products.

The MicroShops™ Engine is capable of serving any industry offering physical products for sale. This capability should not be left untapped as a result of our in-house focus on particular vertical industries. As a result, we will use value-added resellers from within the Internet development and marketing communities to create MicroShops™ client relationships in other industries. This approach will also give us resources and data to study in anticipation of selecting new vertical industry segments to target our efforts as MicroShops Corporation grows.

**Market to Merchants whose products are most appropriate for MicroShops™**

In order to achieve early penetration and ultimate domination of the target market segment, marketing efforts directed toward Merchants must be strategically focused. MicroShops™ sales efforts will target Merchant products most likely to achieve the greatest online sales success. These products share the following characteristics:

- Known goods or services that can be bought sight-unseen, such as are currently sold in print catalogs
- Established brands from reliable companies
- “Impulse” items or business-to-business items where placement and convenience are key sales drivers
- Large margin between retail price and cost of production

**Require exclusivity from our Merchant clients, reseller/partners, and Hosts**

In order to participate in a MicroShops™ program, Merchants will be required to make MicroShops Corporation their exclusive provider of Internet affiliate sales services,

including creating in-house alternatives. Typical agreements will be for 2 to 3 years, renewable by mutual agreement. These terms prevent other affiliate program providers from competing with MicroShops Corporation for the same Merchant clients.

MicroShops Corporation will not allow its reseller/partners to act as agents for other Internet affiliate sales providers, including their own in-house offerings. This will protect our trade secrets, technology, and proprietary marketing strategy from being compromised and exploited by competing providers.

Hosts will be able to participate in non-competing MicroShops™ programs and Internet affiliate agreements with companies offering different products for sale. Hosts will not be allowed to participate in competing affiliate/pay-per-sale programs that offer the same products or category of products. This will ensure that our Merchants have dedicated Hosts and that competitors of our Merchants do not benefit from association with MicroShops™-approved Hosts. We believe that Hosts will quickly recognize the advantage of MicroShops™ participation versus other Internet affiliate sales programs and will accept exclusivity as a condition of participation.

#### **Maintain an ongoing investment in research and development**

The pace of change and development in Internet technology is incredibly rapid. No company can expect to maintain a technological lead without ongoing development of its solution. MicroShops Corporation expects to enter the market as the technological and functional leader of the Internet affiliate sales market, but the company further expects a rapid response from existing and future competitors.

To ensure that the value propositions offered by MicroShops™ are always superior to those of competing solutions, MicroShops Corporation will employ an iterative, phased technology strategy. By designing the MicroShops™ Engine using scalable, modular architecture, we will be able to create, test, and implement upgrades and enhancements to the Engine in an efficient, timely manner throughout the life cycle of the product. We will maintain a staff of superior technologists and technology strategists whose principal charter will be to design and implement value-added improvements to MicroShops™ technology. In this way, we will further ensure the longevity and success of the company.

#### **Expand into new geographic markets**

North America is currently adopting Internet technologies at a more rapid rate than any other part of the world. Because of this, MicroShops Corporation will focus its efforts on the United States and Canadian market at the outset of the introduction of the service. It is known, however, that significant opportunities exist in Europe and Asia. MicroShops Corporation plans to create a European service bureau in 1999 and an Asian service bureau in 2000, depending upon the success of the service in North America. As economic and technical developments occur in other regions, the company will expand into these regions as well. Ultimately, MicroShops Corporation expects to be a significant international player in the Internet commerce market. This expansion strategy will greatly support the continued growth of the company and the return to our investors as we progress into the future.

**Develop and offer complementary services**

MicroShops Corporation recognizes the company's opportunity to expand on the Internet affiliate sales concept by offering the following complementary services:

MicroShops™ Engine licensing

Whereas developing an in-house solution for Internet affiliate sales comparable to MicroShops™ is an expensive undertaking, there may be opportunities to license the MicroShops™ Engine to companies interested in owning their own solution. For major merchants that will not consider an outsourced solution but which are interested in the MicroShops™ approach, MicroShops Corporation will offer licensed use of the MicroShops™ Engine for standalone implementations in non-competing companies. This additional revenue stream will be extremely profitable, but it is difficult to forecast its size and volume with any accuracy at this early stage.

Order Fulfillment

MicroShops™ will initially only be available to Merchants with order fulfillment capabilities. Ultimately, MicroShops™ will offer turnkey fulfillment services, including inventory management, shipping, and tracking, as an add-on service to the core marketing & clearinghouse functions. This service will be accomplished through partner firms, such as UPS, FedEx, or another company with warehousing and shipping capabilities, enabling MicroShops™ to focus on its core business.

**D. Technology**

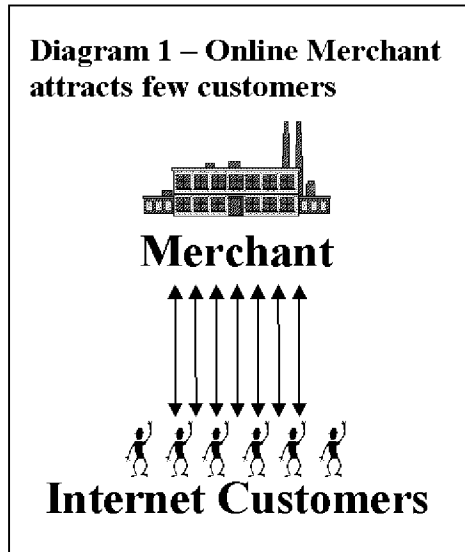
The MicroShops™ Engine is a proprietary application built upon a commercial database platform with a customized, web-enabled front-end. Patents, trade secrets and copyrights will protect the Engine where possible. The MicroShops™ brand name is currently protected as a trademark of MicroShops Corporation. Registration of this brand name will be completed prior to the full launch of the service.

The MicroShops™ Engine will operate on a Windows NT® platform using a combination of powerful relational database software, object-oriented database software, customized Java and/or C++ scripts, and commercially available dynamic HTML generation tools. The open standards upon which MicroShops™ is built will enable MicroShops Corporation to offer specialized services to sophisticated Merchants that request full integration of the order entry and settlement processes into in-house systems. (Such services will be offered at an additional cost to the merchant priced on a case-by-case basis.)

The MicroShops™ Engine has a scalable, modular structure which will enable MicroShops Corporation to implement program enhancements without substantial reengineering of the system. The scalability of the application also will allow MicroShops Corporation to process an unlimited number of simultaneous transactions without failure system fault.

**E. The MicroShops™ Story**

**Diagram 1 – Online Merchant attracts few customers**



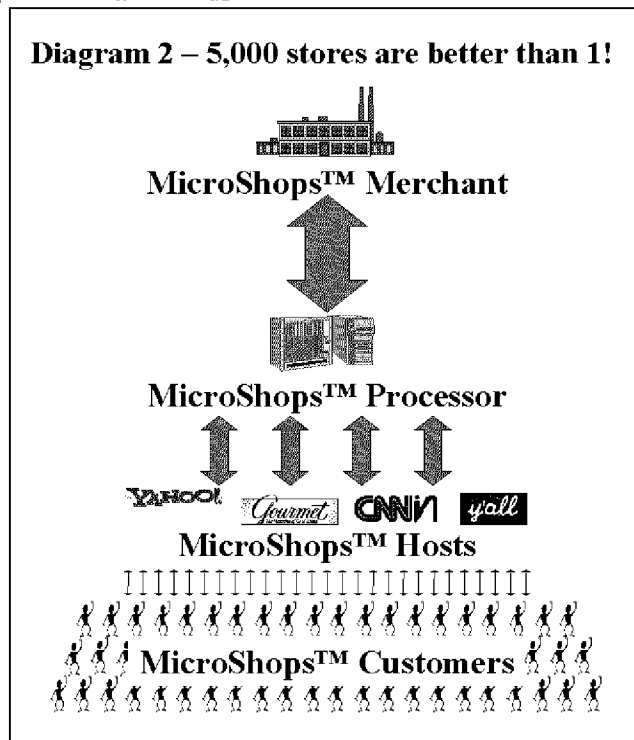
The value of MicroShops™ can easily be summed up in a simple phrase: *5,000 stores are better than one.*

MicroShops™ are a type of Internet affiliate sales program through which companies are able to expand their online marketing reach by leveraging the marketing efforts of other website owners. MicroShops™ enable merchants to sell products online without investing excessive time or money into marketing or establishing expertise in new technologies. MicroShops™ enable website owners to offer quality merchandise to their visitors, create incremental revenue sources, and retain visitors.

The Internet was once thought to be the harbinger of doom for intermediaries. With the low barriers to entry, any producer of a good or service could create a “storefront” and sell directly to its customers. In fact, this has proven to be only a half-truth. While it is inexpensive and relatively easy to create a commerce-enabled presence on the Internet’s World Wide Web, it is very difficult to attract customers to this presence and an additional challenge to encourage them to transact. The very same low barriers to entry are the source of this difficulty – there are literally millions of active websites today, all of which are competing for the same audience.

It is certainly possible for retailers and manufacturers to learn to effectively communicate their marketing messages through the Internet, but this requires a dedicated effort to develop a new competency in Internet marketing. Such an effort is time-consuming, resource-draining, and ever-changing. Unlike other distribution channels, the pace of change in the e-business world is incredibly rapid. For the average producer of a good or service, this capability is well outside the core competencies of that organization, which typically revolve around production and customer care. The addition of a new competency in Internet marketing is a distinct departure from past efforts. The ultimate conclusion is that, while the Internet presents a lucrative opportunity

**Diagram 2 – 5,000 stores are better than 1!**



to market products directly to customers, the keys to success often require a prohibitively large investment in time, people, and resources.

MicroShops™ presents an alternative approach. MicroShops™ lets producers take advantage of the Internet marketing competency of third-party website operators. These third parties – MicroShops™ Hosts – have already attracted visitors to their own Internet destinations. The power of MicroShops is that these same visitors are potential customers of manufacturers and retailers, i.e., MicroShops™ Merchants. By using MicroShops™, the Merchant realizes the benefits of electronic direct sales without incurring the true marketing costs of these sales. Diagrams 1 and 2 above illustrate the relative effectiveness of independent Internet marketing/sales efforts versus those achieved through MicroShops™ programs.

## **F. Internet Commerce History**

To fully understand the MicroShops™ concept, it is important to understand certain aspects of Internet history. The World Wide Web began as a simple interface to the Internet using HTML (hypertext markup language) as a means of linking documents together. This allowed a researcher (for example) to embed “active” references in his/her documents which, if selected, would enable the reader to review the source of the reference first-hand. Programmers quickly capitalized on this technology, creating “web sites” which reflected less staid purposes, laying the groundwork for the literal “web” of content and interactive applications which exists today. In the early stages, website programmers increased visitor traffic by placing “links” within their websites to other websites, usually related in content or function, in exchange for a reciprocal link. Additionally, directories of websites, such as Yahoo, and search engines, such as WebCrawler, began to appear in an attempt to organize the content of the Internet so that its users could create “custom links pages” related to specific topics.

In these early days, the Web was mostly trafficked by programmers and “techies,” and a commune-like “share and share alike” mindset prevailed. As a result, people were happy to litter their sites with links, knowing that, odds were, others would do the same for them and it would at the very least balance out. So, despite the fact that, by including and promoting a “links” page, website operators were effectively encouraging people to leave their website, link sharing developed into a standard practice.

### **Early commercialization**

Then, entrepreneurs and other business-oriented individuals came along and introduced capitalism to the Internet. Profit-oriented website operators began to seek visitors wherever they could find them, and opportunistic owners of popular sites began to realize that they had an increasingly scarce resource – visitors. Such website owners began to sell the links they had previously offered for free in the form of “banner ads.” Search engines and directories became increasingly popular for two main reasons:

There were a lot more websites on the Internet, so it was harder for users to find what they wanted.

Since reciprocal links were either going away or were being replaced by links to non-competing websites, search engines and directories were the only way to find multiple

resources for a single topic.

### **Emergence of Internet affiliate sales Programs**

Amid frantic efforts on the part of corporate websites to get noticed, the sale of banner ads blossomed into a large industry called Internet advertising. Thousands of websites created space for banner ads and called the space “inventory.” At first, they priced banner ads as a print ad might be priced: by CPM, or cost per thousand “impressions” each ad made on website visitors. Over time this pricing model gave way to arrangements more favorable to advertisers such as Cost Per Click-through and Cost Per Inquiry (meaning the advertiser only pays when a visitor sees a banner ad, clicks on it, then completes an information request or “inquiry” form on the advertiser’s site.

Over the past 18 months, some of the most successful Internet Commerce websites, led by online bookseller Amazon.com, have begun to take an even more results-driven approach to the purchase of banner ads. They have offered to pay only for banner ads that, when clicked, resulted in a product sale. To provide a stronger incentive than a simple banner ad, these companies let third-party website owners offer a subset of their goods (e.g., 10 of Amazon.com’s millions of books, selected by the website owner) and promote them as they choose within their websites. These have been the first Internet affiliate sales programs.

The benefits of these Internet affiliate sales programs are significant. To the website owner, they provide additional content and valuable services without investing in inventory or infrastructure. They also generate revenues from a new source without necessarily reducing the website’s available ad inventory. However, the greater benefit almost always accrues to Amazon.com and its cohorts. Not only do they benefit from the marketing resources of the affiliate operators; they are also able to lure the visitor traffic away from the affiliate. Once a visitor clicks on a banner ad and enters an online store, that visitor has left the affiliate’s site and is gone. At best, affiliates are able to use “frames” to keep a shell of their own website around the vendor’s site, but this is only a marginally effective solution. No alternatives have been able to address a fundamental criticism of the Internet affiliate sales programs – the loss of the visitor to the vendor. At best, some Internet affiliate sales vendors have begun placing “return to referring website” links on their order confirmation screens.

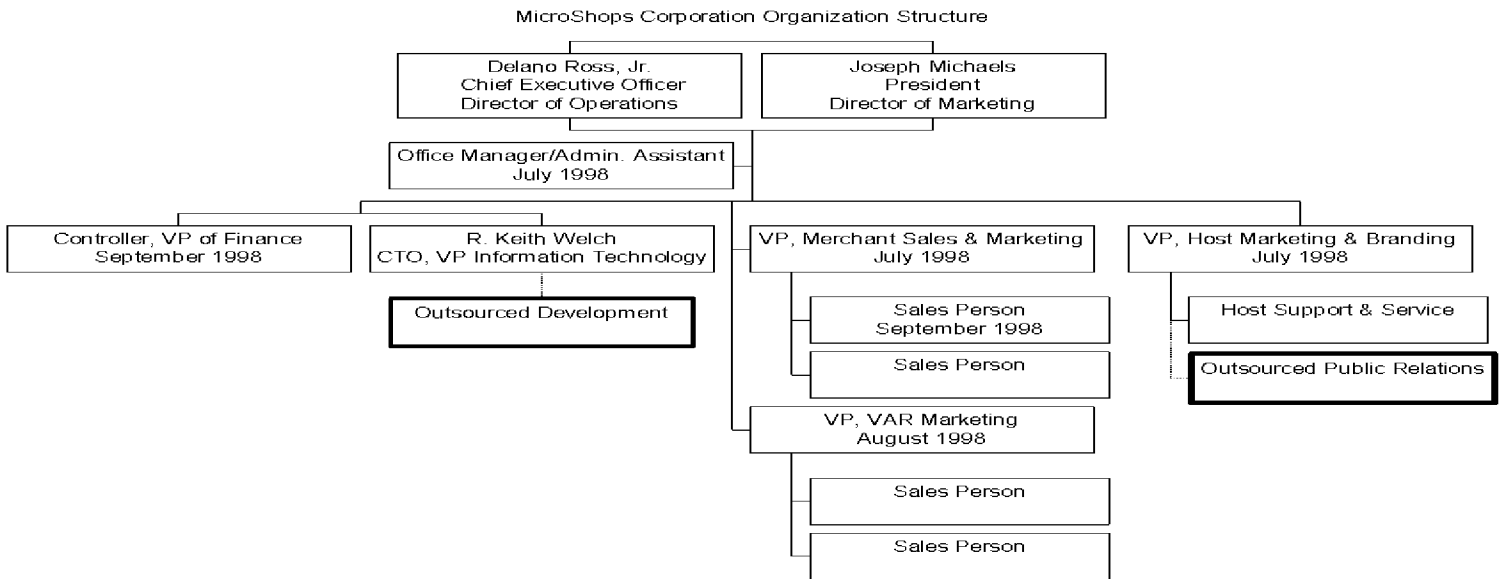
Meanwhile, search engines and directories continue to increase in their usefulness and popularity, and old-style links continue their rapid demise.

### **MicroShops™ - The best of both worlds**

MicroShops™ represent the new paradigm of co-marketing on the Internet. Not only do MicroShops™ provide their Hosts with the added value and incremental revenues of traditional Internet affiliate sales programs, but they also enable the Hosts to control the customer experience before, during, and after the purchase transaction. At the same time, MicroShop™ Merchants receive the same benefits as before – increased marketing potential, incremental sales, and new customer relationships, without the built-in disincentive to the host websites.

Additionally, MicroShops™ can actually relieve the need for some merchants to invest in their own unique Internet presence. This will enable manufacturers and originators of goods to focus on product development, production, and order fulfillment, leaving the exploration of the Internet to experienced experts. The resulting cost savings and operational efficiencies compound the potential benefits of the Internet while reducing the initial costs.

**G. Organizational Structure**



**H. Board of Directors**

The Board of Directors of MicroShops Corporation currently consists of Delano Ross, Jr., Joseph Michaels, and Daniel D. Ross, Sr., who serves as Chairman and Chief Executive Officer of Atlanta-based software company Composit Communications International. MicroShops Corporation plans to add representatives of our shareholders to the Board, and will also include qualified business and industry professionals who can assist our management team in making appropriate decisions and taking the most effective action. The Board of Directors will not be directly responsible for management decisions.

**I. Alliances and Relationships**

**Strategic Reseller Relationships**

MicroShops Corporation is creating a reseller program that will enable third-party Internet developers to offer the MicroShops™ solution to their clients. There are thousands of Internet developers in operation today, offering services ranging from website design to full-scale application development. MicroShops™ will complement their service offerings, providing an incremental source of near-term revenues (setup fees) as well as

ongoing revenues (transaction fees) without requiring investment in technology infrastructure development and maintenance.

To date, MicroShops Corporation has negotiated preliminary reseller relationships with several Atlanta-area Internet developers. Among these are Kinetic Design, Objectware Inc., and others. MicroShops Corporation will target the larger e-commerce and web development companies as well, including such well-known firms as iXL, USWeb, K2D, and various “Silicon Alley” developers.

The standard reseller agreement is that the reseller receives 80% of all setup fees plus up to 20% of net transaction fees (after payment processing and other pass-through expenses) as long as the MicroShops™ relationship is in force. Research has indicated that this combination is attractive to resellers, especially given the increased competition in this market and the resulting reduction in profit margins.

## **J. Intellectual Property Strategy**

MicroShops Corporation plans to protect and exploit its proprietary core application, the MicroShops™ Engine. It will rely on a combination of copyright, trademark and trade secret laws, and contractual provisions to protect its intellectual property rights in its products. MicroShops Corporation does not currently hold patents for its techniques but will apply for this additional protection as it becomes advisable to do so. As a result of our decision to use commercial tools for the construction of the MicroShops™ Engine, we increase the ability of our competitors to copy our approach. However, given the importance of marketing and brand creation, our relatively early entry into the market combined with well-managed promotional campaigns should raise the effective barriers to entry. Additionally, the reseller program should eliminate some of the pressure for Internet developers to copy, simply as a result of the convenience factor and the cost of implementation.

## **K. Facilities**

MicroShops Corporation’s headquarters and primary facilities will be located in Atlanta, Georgia. We anticipate our total staffing requirements in the first year to be roughly 12 people, increasing by 25-50% per year for the following 3 years. We will select suitable office space to fit these needs, taking the following factors into account:

- Cost of space
- Convenience to the city of Atlanta and the major commercial centers around the city
- Availability of high-bandwidth Internet connectivity within building
- Availability of expansion space

# ***III. Products and Services***

## **A. The MicroShops™ Concept – Roles**

There are three main parties in every MicroShops™ relationship, excluding the customer.



These are MicroShops™ Merchants, MicroShops™ Hosts, and the MicroShops™ Processor. These roles parallel those of competing affiliate/pay-per-sale solutions providers.

### 1. MicroShops™ Merchants

MicroShops™ Merchants are the producers of the goods to be sold through MicroShops™. The primary responsibilities of a MicroShops™ Merchant are to

- Create approval standards for passively recruited Host applicants based upon website profiles and target audience characteristics
- Identify and recruit target Host websites and monitor/manage these relationships (MicroShops Corporation will provide support and assistance to its Merchants in this regard)
- Fulfill all orders received from the MicroShops™ Processor
- Provide assistance to the Processor regarding promotional strategies by supplying marketing literature and materials as well as any sales incentives. The Merchant *owns* the marketing literature and materials, and may access and modify these items as they find it necessary to do so
- Provide all customer support and customer service to MicroShops™ customers
- Maintain internal records of orders filled through MicroShops™ and process payments from MicroShops™ for these orders
- Inform MicroShops™ Processor of any backlogs, fulfillment delays, product changes, or other significant situations

### 2. MicroShops™ Host

A MicroShops™ Host is the operator of a website that engages in Internet Commerce by incorporating a MicroShops™ program into its web content. MicroShops™ Host responsibilities include:

- Use the MicroShops™ Engine to select the MicroShops Merchants and products that will be offered in the Host's MicroShops™ program
- Promote transactions on the MicroShops™ hosted by the website
- Regularly review the Merchant offerings for which they have been approved in order to take advantage of new products and to review sales and promotional strategies made available to them by the Merchant

### 3. MicroShops™ Processor

MicroShops Corporation is the MicroShops™ Processor. The Processor's role includes:

- Developing and maintaining the MicroShops™ Engine
- Creating customer-transparent Host processing "pages" on a secure server to receive order and payment information
- Authorizing credit card transactions
- Processing of credit card payments for orders received
- Paying commissions to MicroShops™ Hosts for orders received on a monthly basis
- Transmitting orders to the MicroShops™ Merchants
- Paying MicroShops™ Merchants for orders filled
- Developing all MicroShops™ modules, including order tracking and other

functions

- Providing initial support in the marketing and recruitment of target MicroShops™ Hosts for individual Merchants
- Screening and approving Host applications using the standards established by each Merchant
- Providing support for MicroShops™ Hosts

## **B. The MicroShops™ Concept – Transaction Flow**

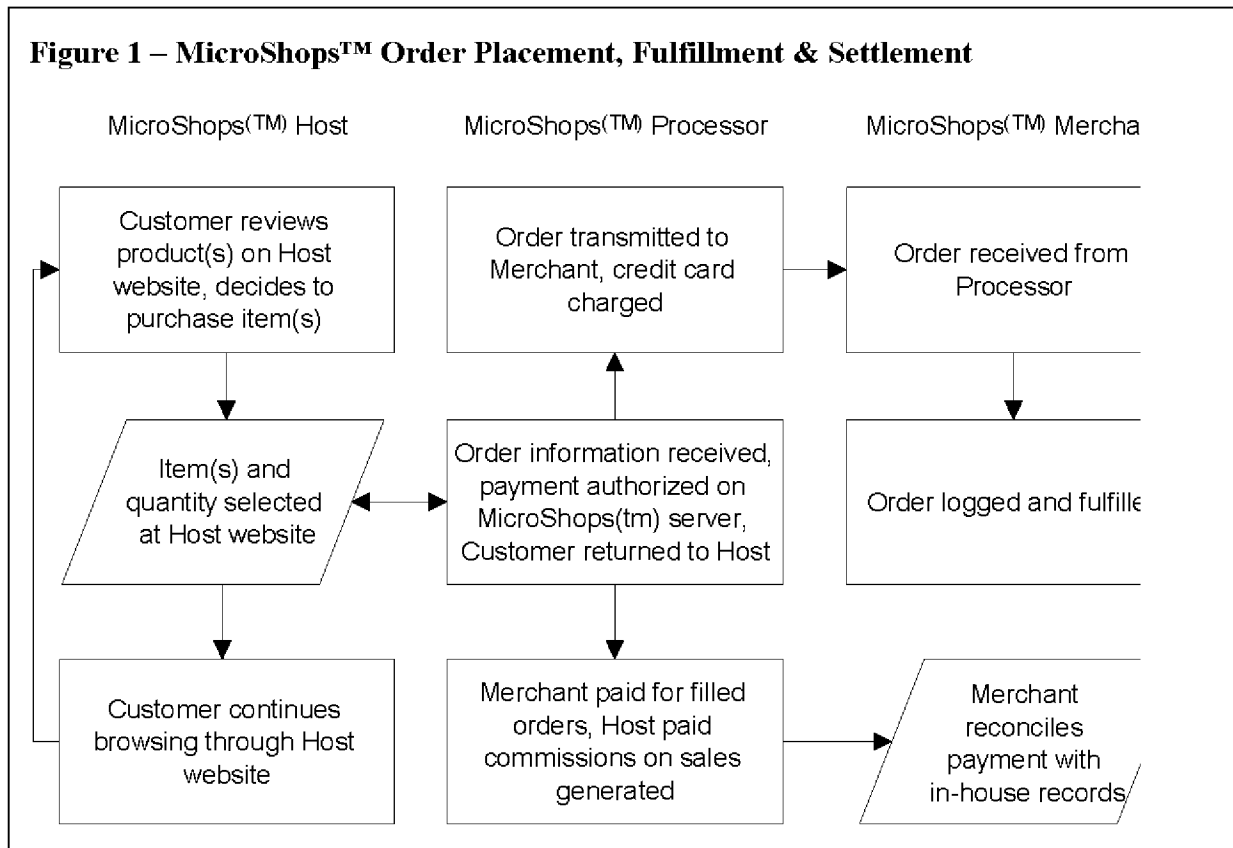
This section describes the order entry and settlement process from the initial promotion on a MicroShops™ Host website all the way through to fulfillment, payment processing, commission payment, and Merchant payment. The accompanying flow diagrams provides a pictorial representation of the various parts of the process.

### **MicroShops™ Order Placement, Fulfillment, and Settlement Overview**

The overall transaction process is very straightforward. The following is a list of the steps involved in receiving and processing an order request.

- a) A customer visits a MicroShops™ Host website and, through contextually relevant content, becomes interested in a product that is being offered through the Host's MicroShops™ program.
- b) The customer selects the item(s) that he/she wishes to purchase by clicking a product image, banner-style link, or text link, taking him/her to the MicroShops™ dynamically generated web pages customized for that Host.
- c) The customer browses through the products offered, indicating which items are to be purchased and in what quantities via forms on-screen. When all desired products are selected, the customer clicks on the "Complete Order" button.
- d) The MicroShops™ Processor secure order entry form appears, customized to appear as part of the Host's website. The customer completes the order form, confirms the information to be submitted, and submits the form for processing.
- e) Assuming the payment method is authorized, the customer is returned to the Host's website (to a URL designated by the Host).
- f) The Processor passes the order to the MicroShops™ Merchant, assigning a unique ID number to the order. Simultaneously, the Processor submits the charge to the customer's credit card.
- g) The Merchant receives and logs the order from the Processor.
- h) The Merchant then assembles and ships the order to the customer.
- i) Each month, the Processor will remit payment to the Merchant for the prior month's filled orders. The Merchant is responsible for reconciling this to its own records.
- j) Each quarter (more frequently for high-profile Hosts), the Processor will remit payment to each Host for all commissions on MicroShops™ sales facilitated by each Host.

Figure 1 (below) illustrates the overall process flow:

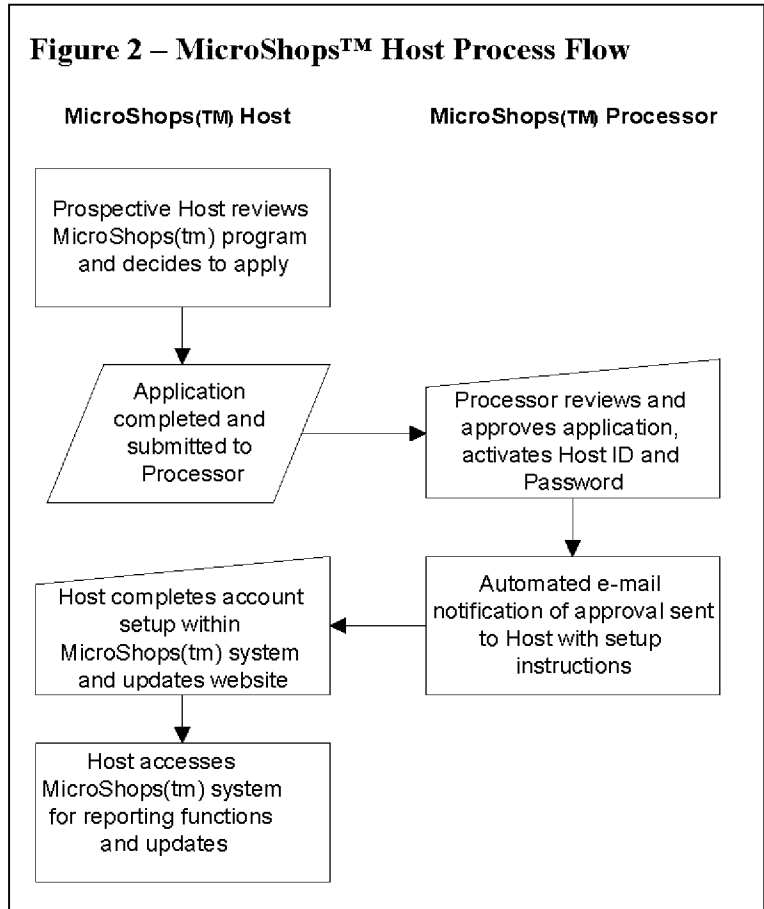


### MicroShops™ Host Process Flow

The process flow for a prospect to become a MicroShops™ Host and be fully able to accept transactions is as follows (illustrated in Figure 2):

- Prospect goes to appropriate section of MicroShops™ website. The prospect is given an overview of the MicroShops™ program, its benefits.
- Prospect completes the MicroShops™ Host application form, providing information about the type of website(s) that will become the Host, some traffic statistics about the website and general visitor demographics, and complete contact information. The prospect also selects a MicroShops™ system user ID and password which will later be used to access the system, retrieve important Hosting information and programming, and modify the custom materials in the MicroShops™ transaction processing engine.
- The MicroShops™ Processor receives the application, reviews the information therein, and either approves or rejects the application. If approved, the Host's ID and password are activated, and an automated message is sent to the new Host informing them of their approval. This message will also contain instructions for accessing the MicroShops™ system, setting up their custom transaction page, and inserting MicroShops™ data into their website(s).

- d) MicroShops™ Host accesses MicroShops™ system, uploads graphics and text to the custom transaction interface setup screen, downloads product images, text, and CGI/HTML code for their own website. Host then completes changes to website and activates new content. MicroShops™ Hosts are free to promote their MicroShops™ program as they feel is suitable to the product, provided that they do not misrepresent the products, the warranties accompanying product purchase, or other non-authorized claims about the product or its manufacturer.
- e) MicroShops™ Hosts will be able to access up-to-date reports about transaction volume including number of users, average purchase amount per user, number of purchases on specified days or within specified date ranges. Hosts may also be able to access information about the month-to-date commissions earned/due to the Host.

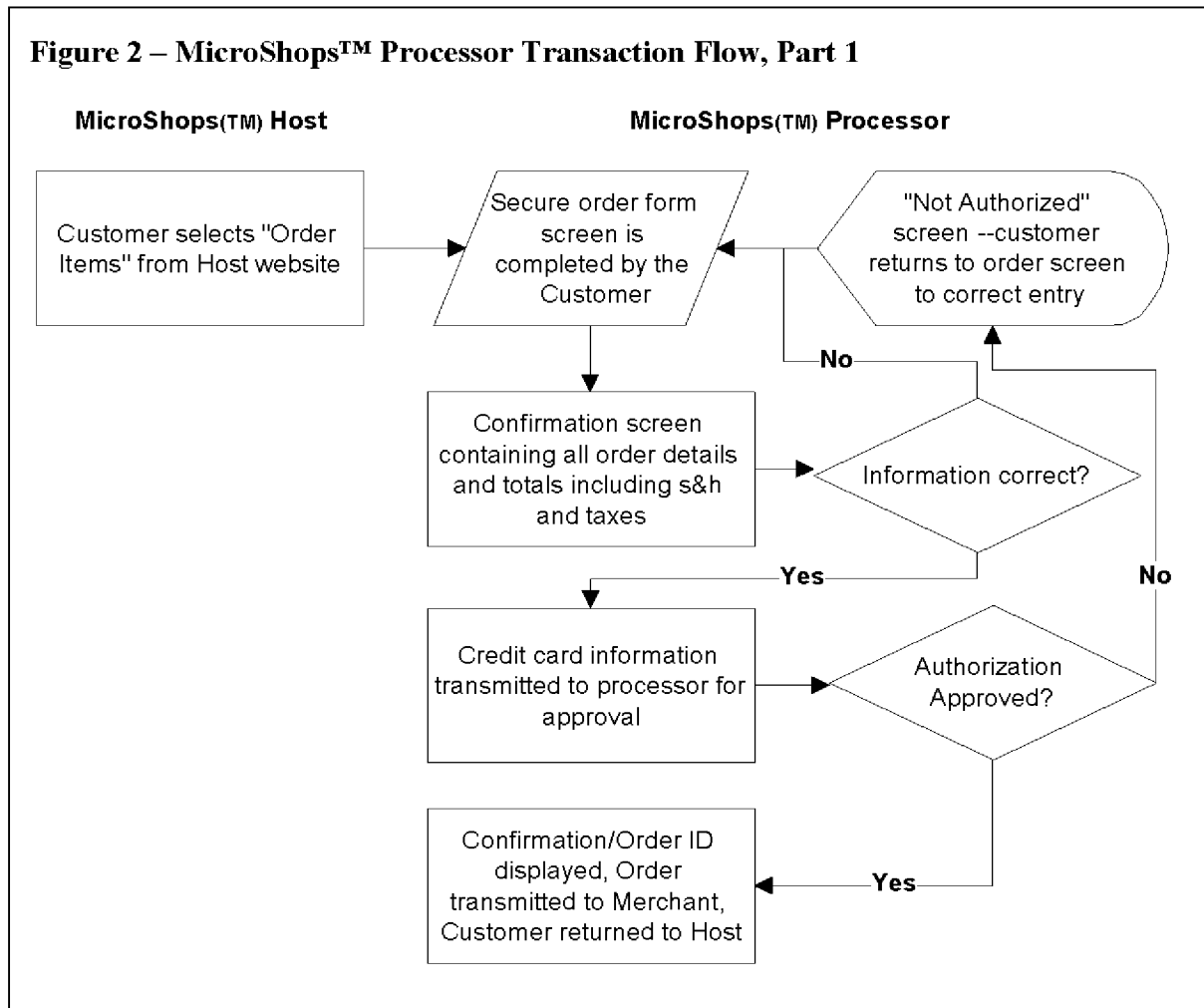


**MicroShops™ Processor Transaction Flow**

The MicroShops™ Processor is essentially a clearinghouse for all orders. The Processor maintains a real-time interface with a credit card authorization & processing service and a robust database engine which is able to process transactions, record all transaction activities, generate reports used for commission payments and auditing of Merchant invoices, and track order status. The transaction flow for the MicroShops™ Processor is directly related to the structure of the underlying database.

This flow can be described as follows (also illustrated in Figure 3):

- a) Customer, visiting MicroShops™ Host, selects “Order Item(s)” for MicroShops™ product(s).
- b) Script opens new, secure web page containing order form (listing available items for that MicroShops™ Host) and essential customer information, including credit card data. Shipping and handling calculation method is described.
- c) Customer selects “Complete Order” button. Confirmation screen is generated, containing items ordered and respective quantities, total with shipping and handling, sales tax if appropriate, and all customer information including credit card data.



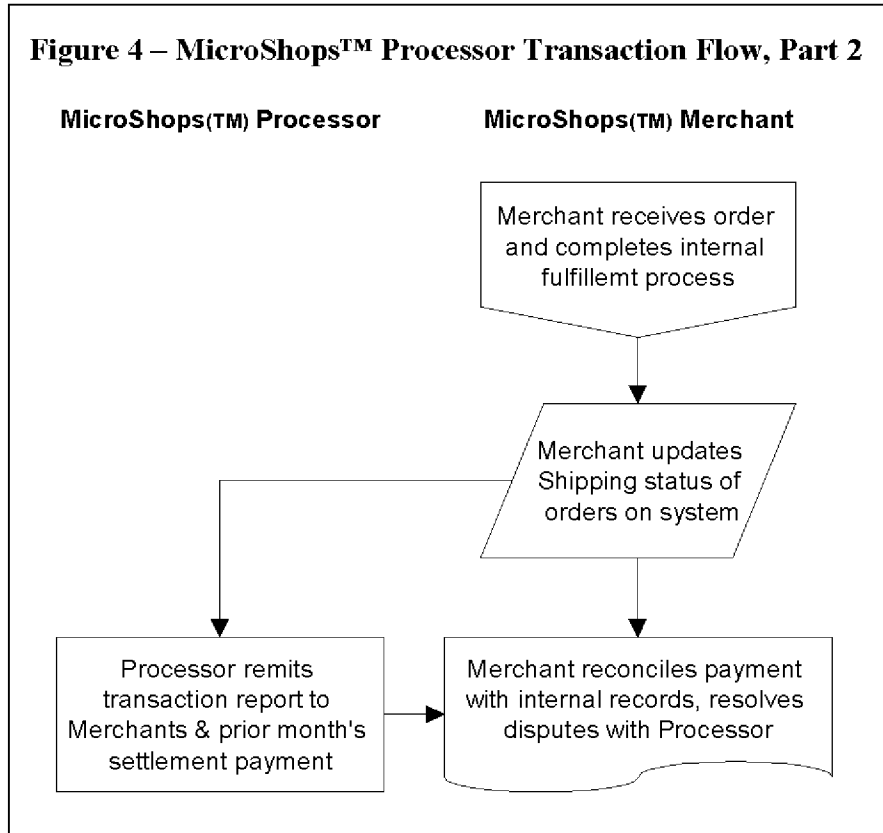
- d) Customer selects either “Confirm/Submit Order” or “Modify Order” button. If the former is selected, process continues to step e. If the latter option is chosen, step b is repeated with previously entered information pre-filled (functions as a “back” button). [Note: above the “Confirm/Submit Order” button will be a statement notifying the customer that submission may take up to a few minutes to process.]
- e) While the Customer is waiting, the credit card and charge information is transmitted to payment processor via secure interface for authorization. If

approved, the customer sees a new screen which thanks them for the order, reminds them of approximately how long it will take for the order to be fulfilled, and provides a confirmation number (perhaps the order ID) and the MicroShops™ Merchant’s toll-free phone number for questions about the order. If the validation fails, the customer is informed of the problem with their credit card information and is instructed to return to the order form (step b) to review and correct the supplied information.

- f) If the order is approved, the confirmation/approval screen will contain a “Return to [MicroShops™ Host] Website” button. The URL to which this takes the customer is controlled by the Host through their Host interface to the MicroShops™ Engine.
- g) When the order is confirmed, the MicroShops™ system should create a new order record containing the customer’s complete data record, including the order details, credit card authorization code, the last four digits of the account number, the date on which the order was submitted, and the dynamically generated Order ID/confirmation number from step f. A copy of this record is automatically sent to the appropriate MicroShops™ Merchant’s e-mail account.

The second part of the MicroShops™ Processor transaction process pertains to reconciliation and settlement with the MicroShops™ Merchants (Figure 4).

- a) As orders are fulfilled by the MicroShops™ Merchants, each Merchant should access the MicroShops™ system via a password-protected interface to their own order records. Once they have accessed their orders, they should mark the appropriate orders as “shipped” and enter a shipping date and possibly a tracking number, if a non-US Postal service carrier was used.
- b) At each month’s end, the MicroShops™ Processor will run a report from the MicroShops™ system detailing all order activity, sorted by order ID and status (shipped/not shipped), for each of the MicroShops™ Merchants. At the same time, the



Processor will remit payment for the prior month's balance of orders filled by the Merchant. This lag time between the customer payment and transmission of order to settlement with the Merchant is necessary to prevent fraud and chargeback risk. This time period may be adjusted to reflect the actual fraud and chargeback experienced by each Merchant within MicroShops™.

- c) The Merchant is responsible for reconciling the payment received from the Processor with their own records. If the amount due is in dispute, the Merchant can access the MicroShops™ interface to query and update order records and thereby resolve the dispute. If a further balance is due to the Merchant, the Processor will remit payment for the difference.

The final part of the MicroShops™ Processor transaction process pertains to the payment of commissions to MicroShops™ Hosts.

- d) Each quarter, the MicroShops™ Processor will run reports for each Host outlining the total number of fulfilled transactions and the total of all charges from each Host's MicroShops™ customer.
- e) The MicroShops™ Processor will then send checks to each MicroShops™ Host for the appropriate commission amount along with a copy of the transaction & total report for the month. MicroShops Corporation reserves the right to postpone payment to an individual Host until a minimum commission total has been accrued.

### **MicroShops™ Merchant Transaction Flow**

The role of the MicroShops™ Merchant is critical. Each Merchant must be committed to fulfilling every order received through MicroShops™ within a designated time frame. Merchants must also be able to track certain information regularly and accurately.

MicroShops Corporation and its partner firms will recruit MicroShops™ Merchants for MicroShops™ programs based upon the appropriateness of their products for online sales, volume projections, and willingness to participate. There will be a separate process for setting up a new MicroShops™ Merchant relationship.

The steps of the MicroShops™ Merchants transaction flow after they have been established within the system are as follows (see Figure 4):

- a) The designated recipient of MicroShops™ orders within the MicroShops™ Merchant organization will check for new orders at least on a daily basis, if not more frequently.
- b) If an order is received, it should be processed according to whatever internal process flow is used by the Merchant.
- c) Once the order has been shipped to the customer, the MicroShops™ Merchant should access the MicroShops™ system and update the records for each of the filled orders by marking them as "shipped," indicating the shipping method (if more than one) and entering the tracking number (or equivalent).
- d) Upon receipt of the Processor payment for the prior month's orders, the Merchant

is responsible for reconciling the amount remitted with their own fulfillment records. Any disputes should be addressed by accessing the MicroShops™ Merchant interface and querying/updating records.

## C. Service & Support

### Merchant Service

MicroShops™ Merchants will require personalized service if they are to remain fully satisfied with their participation in the MicroShops™ program. Each Merchant will be assigned a designated account representative from among the MicroShops™ staff. There will be a MicroShops™ Merchant hotline, e-mail merchant service, and bulletin boards for resolution of common issues among merchants. It is anticipated that the sales and service functions will overlap initially, but as MicroShops Corporation grows, dedicated service representatives will be hired for this function.

The market for automated self-service solutions is also growing rapidly. MicroShops Corporation is pursuing relationships with Internet and telephony self-service solutions providers in which our mutual services can be cross-sold to each others' clients. Within the context of such a relationship, the actual self-service applications used to serve MicroShops Merchants (and some Hosts) may serve as a showcase to prospective clients of both partners. One such company, Webtone, was recently launched as a spin-off of Security First Technologies. Although their in-house sales force will focus on applying their solution to financial services organizations, officials of the company have expressed an interest in serving other markets through the type of partnership described above.

### Host Service

MicroShops™ will be designed so that setup and maintenance of a MicroShops™ Host relationship will be as simple and clear as possible. Ultimately, the goal is to have each Host's needs satisfied through various self-service alternatives. Initially, it is anticipated that new Hosts will require a large amount of support adding MicroShops™ functionality to their existing websites. This support will be provided off-site, via telephone, e-mail, and fax. MicroShops Corporation can minimize these requests by continually refining the Host setup process so that it is as easy to use as possible.

The interactive self-service applications described in the Merchant Service section above will also be useful in addressing the needs of the Hosts. While self-service will never be 100% adequate to every situation, it will reduce the burden of Host support significantly.

### Customer Service

Individuals who purchase a product or service through MicroShops™ will be served by the individual merchants. This will be made clear throughout the ordering, confirmation, and fulfillment process. Merchants will be required to provide e-mail, phone, fax, and regular mail customer service to its customers as a condition of MicroShops™ participation. MicroShops Corporation will also require all Merchants to offer a 30-day money-back guarantee on any products sold through MicroShops™. Additionally, through partnerships with self-service solutions providers (described above), we will be able to cross-sell



additional products and services to customers to create enhanced value for Merchants and customers while creating incremental revenue sources for MicroShops Corporation.

## ***IV. Market Analysis***

### **A. Market Description**

We will compete in the Internet affiliate sales segment of the Internet Commerce market. (NOTE: this segment is also referred to as revenue-sharing, syndicated sales, or transactive content segment of the market.)

Internet Commerce is anticipated to be a \$208 billion market within the next 3 years. Some estimates indicate that Internet affiliate sales segment may account for as much as 25% of this market. Conservatively estimating the target segment at 15% of total Internet Commerce with 50% outsourced to third-party processors, the MicroShops™ target market should reach \$15.6 billion by the year 2001. This represents a revenue opportunity for the target market of as much as \$1.5 billion per year (assuming a 10% commission on gross sales), excluding setup fees. In 1998, it is estimated that the MicroShops™ target market will reach \$100 million, increasing substantially in 1999 to \$350 million or more.

It is anticipated that setup fees will provide additional revenues which will offset the costs of sales and the costs incurred at the outset of a MicroShops™ relationship. It is further anticipated that the setup fee may eventually be increased to provide a profit source as well as a cost-recovery source. This, however, will occur only insofar as market forces allow.

The Internet Commerce market was approximately \$10.7 billion in 1997, according to International Data Corporation. Ernst & Young reported in their January 1998 study of Internet Commerce that 12% of Internet Commerce was facilitated by “entry portals” such as affiliate programs. The dominant trends in Internet Commerce indicate that this segment is poised for significant growth over the next 5 years. Some companies, including Alt.bookstore (a leading online vendor) project that sales through Internet affiliate sales program participants will contribute 25% of total online revenues within the next few years. Other online retailers have indicated similar or greater expectations, but no formal research has been conducted in this area. MicroShops Corporation assumes that its target market segment will account for at least 15% of total Internet Commerce by the year 2001. Using a consensus projection of \$208 billion in total Internet Commerce in 2001, MicroShops™ target market will be \$31 billion. The table below provides year-to-year projections for the total Internet Commerce market:

|                               | 1997 | 1998 | 1999 | 2000  | 2001  |
|-------------------------------|------|------|------|-------|-------|
| Total Internet Commerce (\$B) | 10.6 | 28.9 | 62.5 | 123.3 | 223.0 |

Source: IDC, 1998

Other industry sources concur with the IDC projections. Piper Jaffray estimates the 2001 Internet Commerce market to be \$228 billion, and Jupiter Communications has produced a

similar estimate. 75-90% of Internet Commerce is expected to fall into the business-to-business classification, with the remainder being business-to-consumer transactions (Piper Jaffray). MicroShops™, through its in-house sales force and reseller partners, will serve both parts of this market.

It is difficult to predict accurately the total opportunity presented by MicroShops™. Certain undisputed factors support MicroShops Corporation's expectations:

- The growth in Internet domain registrations, with over 30,000,000 domains registered worldwide (source: Network Solutions), and in unique websites, with 5,000,000 worldwide (Network Solutions), indicates increased competition for Internet users.
- The total Internet user population is expected to grow by 20% or more in 1998. Current estimates (see table below) of Internet users range from 42 million to 70 million, with consensus estimates at around 60 million.

| Definition* | Location | Source         | Published | Pop. | % of total Population |
|-------------|----------|----------------|-----------|------|-----------------------|
| Adults      | U.S.     | Louis Harris   | 02/18/98  | 70M  | 36%                   |
| Adults 16+  | U.S.     | IntelliQuest   | 02/08/98  | 62M  | 30%                   |
| Adults 16+  | No.Am.   | Nielsen Media  | 12/11/97  | 58M  | 27%                   |
| Adults 16+  | U.S.     | Cyber Dialogue | 01/30/98  | 42M  | 21%                   |

Source: Feb-98 ICONOCAST

\* Used the Internet in past 12 months (Nielsen: 3 mos.)

- In January 1998, Ernst & Young found that 7% of US households had purchased a product on the Internet within the last 3 months. A February 1998 @Plan Company research report supported the E&Y finding by reporting that 24% of all US Internet users were completing purchases online.
- 44% of US companies will offer Internet Commerce in 1998 (source: Zona Research, February 1998), increasing the pool of potential MicroShops™ clients dramatically. Each of these companies will face the same challenge of attracting Internet visitors to their product and service offerings, and each will be forced to either develop new marketing competencies or risk failure in the attractive Internet Commerce marketplace.

These factors combine to produce a market which will welcome the value proposition offered by MicroShops™. Content-oriented websites, as Hosts, will appreciate the ability to co-brand their MicroShops™ program and retain visitors. As the "inventory" of available content and advertising space on Hosts' sites becomes more scarce, MicroShops™ will have an advantage over traditional banner ads or referral-based Internet affiliate sales programs. Because MicroShops™ programs do not take visitors away from Host websites, they do not have to be treated as advertisements (and subsequently compete for diminishing ad space). Instead, a MicroShops™ program can be treated as value-added content which a Host can promote as part of its own portfolio of information and services provided to visitors.

## B. Target Market

We define our target customers as manufacturers, distributors, and certain retailers. These customers are called MicroShops™ Merchants. Currently, the market for these customers is shared by 7 competitors: LinkShare, BeFree, Spree, E-Merchant Group, Proactive Marketing (FWIW), Realm One, and internally developed solutions. All of the competing outsourcing solutions are newcomers to the market, and none have insurmountable leads in either market awareness or technological development.

Potential MicroShops™ Merchants share the following characteristics:

|                   | <b>Products Currently Selling Well</b>  | <b>Emerging Products</b>   | <b>Wait and See</b>   |
|-------------------|---|--|---|
| <b>Attributes</b> | <ul style="list-style-type: none"> <li>• High relative value</li> <li>• Non perishable</li> <li>• Information intensive</li> <li>• High tech</li> </ul> | <ul style="list-style-type: none"> <li>• Customization is highly valued</li> <li>• Personal information allows for differentiation</li> <li>• Price secondary to features/functions</li> </ul> | <ul style="list-style-type: none"> <li>• Lower value</li> <li>• Undifferentiated</li> <li>• Higher distribution costs as a percentage of sales</li> </ul> |
| <b>Examples</b>   | <ul style="list-style-type: none"> <li>• Computers/Software</li> <li>• Books</li> <li>• CDs</li> <li>• Consumer Electronics</li> </ul>                  | <ul style="list-style-type: none"> <li>• Greeting Cards</li> <li>• Shoes</li> <li>• Apparel Products</li> </ul>  | <ul style="list-style-type: none"> <li>• Food and beverage</li> <li>• Health and Beauty</li> <li>• Household Cleaning</li> </ul>                          |
| <b>Comment</b>    | The Internet is a major retail channel, and will obsolete some existing channels in time.   | Personalization and custom creation through technology can redefine value and create unwavering loyalty.   | Accumulation distribution represents a new frontier that will unlock the potential of this channel.   |

Source: Ernst & Young, LLP 1997 Internet Commerce Study

These Merchants will be motivated to establish a MicroShops™ program because of the high potential for incremental high-margin sales. We know this from the experiences of other companies employing other Internet affiliate sales programs, direct feedback from potential MicroShops™ Merchants, and industry news sources. Our customers will perceive our products as a good value, requiring little upfront investment and variable costs which are incurred on a pure performance basis – transaction fees are never charged without transactions.

Forrester Research reported that the top selling product categories on the Internet in 1998 were (in descending order according to sales volume):

- Computer hardware and software
- Travel
- Entertainment

- Books and music
- Gifts, flowers, and greetings
- Apparel and footwear
- Food and beverages
- Jewelry
- Sporting goods
- Consumer electronics
- Other (toys, home products, etc.)

*Source: Forrester Research*

MicroShops Corporation will focus on these and other fast-growing categories and will laterally expand into other categories as they develop.

Actively recruited Hosts, selected on the basis of their traffic volume and topical focus, will account for the minority of Hosts within the MicroShops™ Internet affiliate sales network, but they are likely to represent the majority of sales transactions. MicroShops™ personnel will work with Merchants to attract and implement these high-profile Host relationships, and Merchants will be educated as to effective methods of recruiting Hosts on their own. Passively recruited Hosts, attracted to various MicroShops™ programs through referral websites, media publicity, word of mouth referrals, and other sources, will represent the majority of Hosts, but the per-Host sales will be lower simply as a function of the lower volume they are likely to generate. Sophisticated passive recruiting and screening mechanisms will make establishing and maintaining these low-volume Host relationships economically attractive without creating undue operational burdens.

### C. Value Propositions

MicroShops™ deliver value to all parties involved in the MicroShops™ program, including Merchants, Hosts, and Internet shoppers.

#### Merchant Value Proposition

Merchants, defined as producers, manufacturers, and select distributors of products or services, are strongly attracted to the sales potential of the Internet. As a distribution channel, the Internet is superior to other channels in several ways:

- Lower overhead and sales-related costs, resulting in larger profit margin
- Growing customer base that is enthusiastic about the sales channel
- 24-hour, 7-day availability of channel – an automated sales “force” that never sleeps

MicroShops™ offer Merchants the following value propositions:

- **Increased distribution** – Instead of relying solely on their own corporate website to generate online sales, Merchants can use the global network of MicroShops™ Hosts to market, promote and sell their products. For Merchants that do not currently own or operate any commerce-enabled websites, MicroShops™ can serve as an exclusive, inexpensive, and far-reaching distribution channel.
- **Improved profit margin** – Selling through MicroShops™ enables Merchants to

increase the gross margin on their goods and services, especially compared to the margins they receive selling through traditional distribution channels such as wholesalers and distributors.

- **Improved productivity** – Merchants can outsource the management and marketing of their Internet affiliate sales programs by using MicroShops™, requiring less time from their employees and freeing resources for other purposes.

Without MicroShops™, a would-be Merchant on the Internet faces several barriers to successful Internet Commerce. These barriers include:

- Low barriers to entry – if it is easy for one company to create an electronic storefront, it will be easy for its competitors to do so as well. Additionally, even non-competing online Merchants must “compete” for visibility and traffic online, without which there will be no sales.
- Security – building and maintaining a secure transaction interface can be costly, and establishing real-time payment processing capabilities also requires new competencies which many organizations will not possess nor wish to develop.
- Order entry process – Merchants must create a simple, effective, and easy-to-use order entry system which captures all required information without confusing the customer. This must also include a confirmation system for the customer and a method for detecting and filtering fraudulent orders. Record keeping systems, enabling tracking of Internet-derived orders, is another essential function which requires additional investment if achieved in-house.
- Marketing – although the number of Internet users is growing rapidly (60 million is the current consensus), there are an ever increasing number of websites competing for this audience. Even Merchants with easily defined customers must identify how these customers are using the Internet and how best to attract them to the Merchant website to transact. Few Merchants have the ability or inclination to develop (or recruit) this skillset and then maintain it, and even those that do face the daunting costs of such efforts.
- Channel conflict – many Merchants are concerned that direct sales will cause consternation within their traditional distribution channels. This concern often prevents an investment in Internet Commerce even if the financial rewards are certain to be high.

**MicroShops™ directly addresses these challenges and concerns.** MicroShops™ Merchants outsource all of these functions to MicroShops™ at a far lower cost while increasing the benefits which can be accrued by the Merchant through the Internet channel. MicroShops™ enable Merchants to focus on their core competencies – product/service design, production, and fulfillment – without the distraction and expensive learning curve mandated by in-house management of an Internet channel.

**MicroShops™ enables Merchants to tap into the marketing efforts of third-party websites,** essentially using these sites as “virtual storefronts” or sales agents. Such websites are able to maintain a much higher level of competency in this area and, if such websites (the MicroShops™ Hosts) are properly matched with the Merchants, they will be far more effective in terms of sales conversions (% of visitors who purchase) than the

Merchants themselves, simply as a result of the context-appropriateness of the website setting. This third-party approach also helps to mitigate channel conflicts. Since MicroShops™ and the MicroShops™ Hosts are actually making the sales and processing the payments, the Merchant can avoid the appearance of competing directly with its other channel partners while still benefiting from an improved profit margin.

#### **Analogy – The Taco Bell Story**

20 years ago, Taco Bell was like most other fast food restaurants – individual, single-store locations competing for passing traffic and hungry customers. Innovators within the company decided to centralize cooking and food preparation in each region, enabling restaurants to have smaller kitchens (now just assembly rooms with microwave ovens) and larger eating areas. This innovation led to the creation of mini-stores, located within the space of other, non-competing retailers. Today, Taco Bell food can be purchased from within WalMart and other retailers without taking up a lot of space and inconveniencing the “Host” store. Benefits to Taco Bell – low-cost locations with high traffic volume and low marketing costs capable of high-volume sales. Benefits to WalMart and other retailers – ability to offer valuable service at a profit to existing customers, keeping them in the store longer, without requiring an investment in developing a restaurant concept and food-preparation expertise.

MicroShops™ enable this real-world approach to joint marketing and partnership to be applied to the virtual world of the Internet. MicroShops™ Hosts receive the benefits of no-cost valuable content, added revenue streams, and better-served customers without the inconvenience of developing new capabilities. MicroShops™ Merchants capitalize on the marketing/traffic-building expertise of the Hosts while focusing on the quality of their own products and services and the profitability of the new online sales source.

Other Internet affiliate sales program providers offer similar value propositions, but MicroShops™ will dominate because of the following:

- **More complete offering** – other programs, such as LinkShare, offer little more than an advertisement tracking service, leaving the vendor responsible for payment processing, affiliate settlement, and order processing. In a MicroShops™ program, Merchants are only required to fulfill orders in a timely manner, update their product offerings periodically, and track MicroShops™-generated orders for invoicing purposes.
- **More attractive to Hosts** – the value proposition to prospective Hosts (discussed below) is superior to that of most competitors, making MicroShops™ participation more attractive and more likely to be selected among such programs. Additionally, the targeted solicitation of prospective Hosts as well as manual screening of Host applicants will result in better affiliates as well as more affiliates.
- **Ease of use** – the Merchant management interface is graphical and easy to use, enabling Merchants to update product offerings, enter order fulfillment data, run transaction reports, view Host information, and other functions online, in real-time. The interface is intuitive and requires only limited training.

MicroShops Corporation has validated this Merchant value proposition through careful analysis of best practices complemented by direct questioning of current and prospective Internet Merchants. For both MicroShops™ and competing offers, Merchant education is a primary barrier to sales, but with the strong value proposition coupled with MicroShops Corporation's experience with consultative sales, MicroShops™ is poised to dominate.

### **MicroShops™ Host Value Proposition**

MicroShops™ offer Hosts the following value propositions:

- **New revenue sources** – Content-oriented websites typically rely upon advertising as a business model. Many of these websites would like to engage in Internet Commerce but do not wish to carry inventory, process online transactions, or handle other electronic business functions. MicroShops™ create an entirely new revenue source for these websites and do not require them to assume any major responsibilities related to Internet Commerce.
- **New content sources** – Information and entertainment websites must continually refresh their web content in order to motivate visitors to make repeat visits. MicroShops™ serve as an instant source of new content that websites can add, modify, and increase as desired.
- **Increased customer retention** – Websites must devote a great deal of time, energy, and money to the cause of attracting visitors. Visitors are the central asset of the content-oriented website, and this asset is commonly bought and sold (through advertising arrangements). Once their visitors arrive, websites seek to have the visitors remain within the site for as long as possible in order to view more content and increase the value of this asset. MicroShops™ enable the Host to capture the value of their principal asset without having to relinquish this asset to a third party. In a MicroShops™ relationship, **the Host owns the visitor**. Not only does the Host have the unique opportunity to convert an asset into capital, they also can tout MicroShops™ content as an additional valuable resource offered to their visitors, increasing the appeal of their site and subsequently attracting more visitors. **No other in-house or outsourced approach to affiliate programs provides this significant benefit to the Hosts.**

### **Consumer/Purchaser Value Proposition**

To Internet Consumers/purchasers, MicroShops™ offer the following value propositions:

- **More convenient access to Internet Commerce** – MicroShops™ bring shopping to the popular websites Internet shoppers already visit, rather than requiring them to locate and visit special Internet malls or commerce-enabled corporate websites. Participants in virtual community websites that focus on extremely specific topics such as gourmet cooking or entrepreneurship are particularly likely to purchase related products from MicroShops™.
- **Instant order confirmation** – MicroShops™ customers receive instant confirmation that their credit card has been accepted and their transaction processed. Many commerce-enabled websites process credit card transactions in

batches, creating inconvenience for shoppers whose credit cards fail and who must then resubmit their orders.

#### D. Market Penetration & Sales Volumes

MicroShops Corporation expects the Internet affiliate sales segment to contribute 15% of all sales volume within the larger Internet Commerce market by the year 2001. A recent Ernst & Young study estimated that “entry portal” sales, including Internet affiliate sales, banner ads, and links, represented 12% of Internet Commerce in 1997. Mark Welch, publisher of [www.markwelch.com](http://www.markwelch.com) and recognized expert in Internet affiliate sales programs, believes that the segment may account for as much as 50% or more of the Internet Commerce market. Alt.Bookstore, the company which operates the online bookstore “BooksNow” claims that affiliate sales already represent 25% of total sales.

Consensus estimates of the Internet Commerce market place total Internet Commerce transactions at \$207 billion annually by 2001. Using this as the basis for our market analysis, the Internet affiliate sales segment will reach \$31 billion by 2001. MicroShops Corporation estimates that 50% of this segment will be processed by in-house solutions. Of the remaining 50%, the target market share for MicroShops™ is 5%. With a strong reseller program and potential licensing arrangements with retailers and manufacturers, this target penetration may be surpassed. **If it is reached, however, transaction fees alone will generate \$76 million per year in revenues for MicroShops™ by 2001.**

| Consensus (\$B)       | 1997        | 1998         | 1999         | 2000          | 2001          | 2002         |
|-----------------------|-------------|--------------|--------------|---------------|---------------|--------------|
| Business-to-business  | 7.50        | 25.44        | 65.48        | 138.07        | 183.0         | 327.0        |
| Consumer transactions | 1.35        | 2.53         | 5.97         | 14.76         | 24.06         | 37.5         |
| <b>Total</b>          | <b>8.85</b> | <b>27.97</b> | <b>71.45</b> | <b>152.83</b> | <b>207.06</b> | <b>364.5</b> |

Source: Iconocast, February 1998

## V. Sales and Marketing

### A. Recruiting

The MicroShops™ business model is structured in such a way that MicroShops Corporation earns its revenue when MicroShops™ Hosts sell large volumes of MicroShops™ Merchants’ products. Since MicroShops Corporation plays only a small role in the actual marketing, promotion and sales of the products to end consumers, the primary product that MicroShops Corporation markets and sells is its own service, the MicroShops™ program. Thus, the critical success factor of our Sales and Marketing efforts will be the recruitment of strong Merchants and Hosts.

We will use three primary methods to recruit Merchants and Hosts:

- 1) Active recruiting through direct sales force
- 2) Active recruiting through resellers
- 3) Passive recruiting



### **Merchant Recruiting**

Active recruiting through direct sales force – Using a combination of traditional and new marketing methods, our sales force will call upon target Merchants to recruit them for MicroShops™ programs. Initially, the principals of the company will manage this new business development. Sales personnel will be added as soon as feasibly possible and tasked with targeting Merchants in specific vertical industries. These direct sales reps will develop MicroShops™ marketing collateral to recruit Merchants and will be expected to meet or exceed industry norms in productivity and sales per rep.

- Active recruiting through resellers – The MicroShops™ Internet affiliate sales program will also be sold through independent third parties. MicroShops Corporation will recruit Web developers, e-commerce application developers, Internet service providers, and Internet marketing companies to become partners who sell MicroShops™ programs in exchange for a share in setup fees and transaction fees. These resellers will represent a powerful addition to our direct sales force because:
  - They will greatly broaden the reach of our direct sales force, enabling MicroShops Corporation personnel to focus on selected core segments.
  - By compensating these resellers in a fair and timely fashion, their incentive to duplicate the MicroShops™ Engine and business model for the purpose of competing with MicroShops™ will diminish.
  - Large-scale growth can be achieved without a proportionate increase in direct sales personnel. This will substantially increase the return on investment.

Passive recruiting – the MicroShops™ website will include a section inviting Merchants to sign up for participation online. These Merchants will be attracted to the website through word of mouth, press releases, search engine management, referrals, and perhaps paid web banner advertising. All passively-recruited Merchants will be screened by the sales department for suitability to MicroShops™ and contacted directly.

### **Host Recruiting**

Hosts can be broken down into two classifications: high-traffic and low-traffic.

The recruiting of high-traffic Hosts will be primarily active, with dedicated sales people creating unique arrangements with high-profile website operators such as Yahoo, Snap, CNN, ESPN SportsZone, and others. High-traffic Hosts are attractive because of the increased sales volume that will likely result from completing such arrangements. The sales cycle for these Hosts is expected to be long, however, and may require minimum revenue guarantees.

Low-traffic Hosts, defined as having between 10,000 and 100,000 unique visitors per month, will primarily be recruited passively: via referrals by Merchants, advertising campaigns, and general publicity. Low-traffic Hosts, representing the vast majority of website operators on the Internet, will generate far fewer sales on a per-Host basis. In the aggregate, however, they are expected to contribute a substantial number of sales. Such Hosts are also less likely to require revenue guarantees. The varying degrees of

sophistication among low-volume Hosts will require a greater amount of technical support from MicroShops™ staffers, but this will decrease as individual Hosts gain experience with MicroShops™ and the market becomes more educated in general. To minimize support expenses, we will strongly encourage low-volume Hosts to use automated, cost-effective means of support, including online sign-up, tracking, reporting, and technical support.

Other companies will also have financial incentives to recruit Hosts of all sizes. Many of our third-party resellers, for example, will be able to independently sell customized MicroShops™ interfaces to Hosts they recruit. MicroShops™ Merchants will ultimately be primarily responsible for identifying and recruiting Hosts that have a particularly strong fit with the Merchant's products in order to boost sales.

## B. Pricing

The MicroShops™ pricing system is based fundamentally on a pay-per-transaction approach, and is designed to appeal to both Merchants and Hosts while generating strong profit margins for MicroShops Corporation.

Merchants pay a one-time setup fee to have their products included in the MicroShops™ program. It is anticipated that this fee will start at \$5,000-10,000. This price range will apply to Merchants with less than 20 items for sale. Additional items will increase the setup costs on a sliding scale. If Merchants require or request direct interfaces with their own order entry, inventory, or accounts receivable systems, they will be required to pay additional fees for the systems integration work that is required for implementation.

Merchants will also pay MicroShops Corporation a percentage of ongoing sales revenue. From this percentage, MicroShops Corporation covers the fees associated with credit card processing and the share of revenue to which the Host is entitled. The total percentage Merchants will be required to share will usually not exceed 20-25%. This will probably break down as follows:

- 10% allocated to the MicroShops™ Host responsible for generating the sale
- 2-3% allocated for credit card transaction costs
- 7-12% allocated to MicroShops Corporation as a fee for managing the MicroShops™ sales process

MicroShops Corporation reserves the right in each Merchant relationship to modify the terms as time progresses and results can be analyzed. For underperforming Merchants, minimum monthly revenues will be imposed. Further, MicroShops™ participation will require exclusivity in the Internet affiliate sales channel and will involve a 2-3 year agreement which can be cancelled if a Merchant does not accept some of the term changes required by MicroShops Corporation.

MicroShops Corporation has structured its pricing to appeal to Merchants with experience selling through distributors and wholesalers. For many Merchants, selling products

through a MicroShops™ program will be significantly more profitable than selling through traditional retail sales channels. Whereas many wholesalers and distributors require manufacturers to sell products to them at 40 to 60 % of the manufacturer's suggested retail price, a MicroShops™ program enables manufacturers to sell these same products at 75-80 % of the MSRP.

This pricing system resembles that of many MicroShops™ competitors in the Internet affiliate sales program management industry. One key difference between these programs and a MicroShops™ program, however, is that MicroShops™ tends to charge a higher percentage of revenues. For example, the LinkShare program requires only a 2-3% share of revenues vs. MicroShops'™ 7-12%. MicroShops Corporation manages more of the affiliate program workload than LinkShare, including payment processing, Host and Merchant settlement, and marketing & recruiting support, thereby justifying the pricing difference.

We arrive at our pricing based on the following:

- Cost – since we pass through all credit card processing costs, we must include this amount (anticipated to be roughly 3% of transaction amount) in our pricing system
- Market prices – our pricing system approximates current market rates for comparable services
- Value-added – we charge a premium for our services, leveraging the perceived value of managing a Merchant's affiliate program process from end-to-end

We will review this pricing quarterly to ensure its appropriateness and proximity to ideal market price points. The MicroShops™ pricing strategy is flexible enough to accommodate special terms for particularly desirable Merchants. Transaction-based fees, for example, will be significantly lower for many high-ticket items.

## C. Positioning

### Merchant Positioning

We will position the MicroShops™ program as the most powerful, yet simple and cost-effective, technology Merchants can use to expand product sales online. The unique technical and operational advantages of a MicroShops™ program will be stressed to create this perception in the Merchant's mind. Specifically, MicroShops™ represent:

- The most comprehensive outsourcing service available to Merchants who wish to create an Internet affiliate sales program. MicroShops™ Merchants are able to focus on their core skills – creating quality products, refining the marketing message that supports their products, providing superior customer service, and filling orders in a prompt and efficient manner.
- The best option for Merchants who currently have no online presence, since MicroShops™ are set up separately from a Merchant's current online store
- The most customizable tool Hosts can use to sell products online, a factor that encourages Hosts to sell more products and directly benefits the Merchant

### **Host Positioning**

We will position the MicroShops™ program as the most powerful way for Hosts to add co-branded, revenue-sharing commerce capabilities to their websites. The unique technical and operational advantages of MicroShops™ will be stressed to create this perception in the mind of the Host. Specifically, MicroShops™ represent:

- The best way for Hosts to retain their visitors throughout the shopping experience, especially after purchases have been completed
- The most customizable tool Hosts can use to sell the products of various Merchants through their websites
- As cost-effective as any available affiliate program, i.e., free for qualifying Hosts
- An ideal way to add useful content to their websites while receiving aggressive compensation in the form of revenue sharing.

### **D. Branding**

MicroShops Corporation will conduct a branding campaign to create a strategic MicroShops™ brand image. This brand image will communicate MicroShops™ leading attributes:

- Reliability
- Value as an outsourcing solution
- Power as a sales tool
- Security
- Simplicity

This branding effort will be accomplished initially by strategically placing a “Powered by MicroShops™” logo on all screens throughout the MicroShops™ purchasing process and will be accomplished over time through brand-building advertisements. Such a branding strategy aims to achieve several goals:

First, it will promote consumer awareness and recognition of the MicroShops™ service, creating the image of MicroShops™ as a widespread, dependable, and trustworthy electronic shopping system. Second, as the logo will be a clickable link that explains the benefits of becoming a MicroShops™ Host or Merchant, it should aid in the recruitment of both Hosts and Merchants.

It should be noted that these MicroShops™ self-serving branding efforts, while expected to be visible and consistent, will not overshadow the critical Host-Merchant co-branding of each individual MicroShops™ interface.

### **E. Marketing Communications**

MicroShops Corporation recognizes that marketing success for MicroShops™ will depend upon extensive promotion. To accomplish our sales goals, we will require the services of a highly capable advertising agency/public relations firm. Upon funding, an appropriate agency will be selected and, with its assistance, a comprehensive advertising and promotion plan will be drafted. Our publicity efforts will position us at the leading edge in

providing products for the Internet affiliate sales market.

Under the agency's guidance, MicroShops Corporation will likely be involved in several marketing communications programs to promote awareness of the MicroShops™ program and its benefits. These programs may include:

### **Print Advertising**

MicroShops Corporation will develop print media ad campaigns targeted at journals with appropriate editorial emphasis. The current list of journals includes major trade publications that cover Internet Marketing, Sales, and Retailing such as Mecklermedia's *Internet World* and Ziff Davis' *ZD Internet Computing*. Additionally, we will seek media coverage in industry publications covering targeted vertical industries that may be sources of MicroShops™ Merchants.

### **Research Firms**

It will be important for us to stay in close contact with analysts at research firms such as Jupiter Communications, Forrester Research, and Zona Research. These companies wield considerable influence upon media coverage and perceptions among the high-tech investment community. In conjunction with our ad agency/public relations firm, key analysts within top research firms will be identified and provided with current information and insights about MicroShops™.

### **Press Releases**

MicroShops Corporation will attract coverage and placement of news through well-placed press releases and our contacts in the media. We will obtain contractual agreements with key Merchants and Hosts to cooperate with us in co-publicized announcements of new contracts, positive results, and other publicity-oriented information.

### **Conferences/Seminars**

MicroShops Corporation will present papers at domestic and international industry forums, boosting the exposure of MicroShops™ to potential merchants, Hosts, resellers, and strategic partners for reasonable cost. MicroShops Corporation will also attend several trade shows, conferences, and seminars on free exhibition-only passes, in order to examine competitive and complementary products. As warranted, MicroShops Corporation may become a paid exhibitor at shows specifically centered around Internet Commerce and retailing. These shows might include the Internet Commerce Expo, Comdex, and Internet World.

### **Internet Promotion**

Perhaps the most important form of marketing communication for MicroShops™ will be Internet Promotion. The marketing of MicroShops™ over the Internet will take several forms:

- Clickable MicroShops™ logos – graphics located throughout the MicroShops™ shopping process which, when clicked, will take users to customized web pages that encourage them to become Hosts and Merchants
- Advertising Banners, Interstitial Ads, Website Sponsorships, and other established

online marketing channels – these will be targeted to reach website owners, Internet-savvy merchants, web developers and other parties that can benefit MicroShops Corporation; they will always be linked directly to promotional information about MicroShops™ on the MicroShops™ website

- MicroShops™ website – the primary source for promotion of the program featuring extensive marketing content geared toward recruiting MicroShops™ Merchants and Hosts

#### **Trade Journal Articles**

Joe Michaels and Del Ross, MicroShops Corporation's senior managers, are often sought out as credible spokespersons for the Internet Marketing industry. Each has contributed articles to trade journals and electronic magazines and will continue to do so. Future writings will discuss and promote MicroShops™ wherever possible.

#### **F. International Market**

MicroShops Corporation will initially have a strong U.S. focus. We will target only Merchants with headquarters in the U.S. Also, we will only pay Host commissions in U.S. dollars. After garnering ample experience operating the business in the U.S., however, it will be possible for MicroShops Corporation to expand internationally. English-speaking countries including Canada, England, Australia, New Zealand and others will be an obvious first step. The main challenge for these countries will be adding a currency conversion engine to our transaction processing capabilities. Additional major international markets such as Japan, France, Germany, and others will follow and will require a language conversion module. Third-party technology firms have developed necessary tools to accomplish both the currency and language conversion. These tools will be customized to work in conjunction with the MicroShops™ Engine.

### ***VI. Competitive Analysis***

MicroShops™ offer retail merchants – both online and offline – the ability to leverage multiple, third-party websites as a sales channel for their products. Companies that compete in this market are:

#### **A. LinkShare**

95 Horatio Street, Suite 107  
New York, NY 10014  
[www.linkshare.com](http://www.linkshare.com)

Founded in 1997 by brother and sister team, Stephen and Heidi Messer, LinkShare offers sales referral tracking software that facilitates commission-based agreements between online merchants and website owners.

LinkShare uses web banners to link online merchants to other websites and their visitors. When website visitors click on a LinkShare banner, LinkShare software sends them to the advertised online merchant, tracks all purchases made by that visitor on the merchant's

site, and makes the information privately available to both the online merchant and website owner.

LinkShare charges online merchants a one-time setup fee of \$5,000 and takes 2-3 percent of ongoing revenues from sales made through the LinkShare system. Alternative terms replace the transaction-based fees with a flat monthly charge for participation. Currently, LinkShare has signed up 80 online merchants and 4,000 affiliate websites. LinkShare plays no role in the shopping or purchasing process, handles no payment processing, carries no inventory, and refuses to settle disputes between online merchants and their affiliate websites. LinkShare has been successful in attracting several high-quality merchants, including FAO Schwartz, Omaha Steaks and L' Eggs. LinkShare is in the process of developing a reseller/partner program.

LinkShare's current competitive advantages:

- For online merchants – LinkShare has something of a head start in the Internet affiliate sales market with an established network of 4,000 affiliate websites; LinkShare also charges a relatively low percentage of sales revenues as its fee
- For affiliate websites – The LinkShare system is extremely simple for affiliate websites to incorporate, and LinkShare currently offers, among several obscure brands, a few impressive merchants

LinkShare's current competitive disadvantages:

- For online merchants – LinkShare does not offer its merchants a way to handle online ordering or payment processing, thereby restricting its potential customers to online merchants that already possess these capabilities. The Merchant is also responsible for settling commission payments for affiliates. This can be done using LinkShare-provided reports, but most companies must create in-house tracking systems and invest in an automated payment system rather than strain their existing accounts payable system.
- For affiliates – Since LinkShare only uses banner ads to link online merchants with websites, affiliate websites must give their visitors away in large numbers in order to make any money.

## **B. BeFree, Inc.**

210 Grant Street, Suite 200  
Pittsburgh, Pennsylvania 15219-2105  
www.befree.com

BeFree provides an end-to-end solution for online merchants who wish to sell products through content websites. The solution is comprised of a link serving technology (called “BFAST”) that connects websites to online merchants and an advertising delivery technology (called “BFIT”) that targets links to the customers most likely to buy.

BeFree adds extra value by assuming responsibility for nearly all aspects of the merchant's Internet affiliate sales program, including enrollment of affiliate websites, a buyer tracking system, a system for accounting and reporting results, and the payment of affiliate

commissions. BeFree's tracking system reveals what customers see in each storefront, how often they see it, and what they are most interested in buying.

The BeFree business model requires Merchants to pay a setup fee which is substantially higher than that charged by competing sites LinkShare or Gold Rush. In addition, Merchants are charged a volume-based fee (either per-transaction or per-clickthrough) which must meet or exceed a predesignated monthly minimum amount. BeFree will manage and process all Host settlement at an additional cost to the Merchant. Merchants are required to commit exclusively to BeFree for a 2-3 year minimum period in order to participate in their program. To date, BeFree has established only a handful of client relationships, including:

- Barnes & Noble – representing perhaps the largest Internet affiliate sales program outsourcing deal currently active on the Internet. The Barnes & Noble affiliate program has approximately 1,000 affiliates.
- Electronic Newstand – the first client of BeFree, this is a magazine subscription program with relatively high-yield revenue sharing terms for affiliates.
- Artuframe – this program, launched in February 1998, is the newest client of BeFree. The company, a custom framing and artwork retailer, retained consultant Mark Welch as an affiliate program expert to assist them in the selection of an outsourcing solution.

BeFree's Competitive Advantages:

- 1) Better tracking and accounting functionality than most similar programs offer
- 2) Exclusivity contracts with merchants
- 3) Early successes with big-name merchants: Barnes & Noble, Public Broadcasting, Electronic Newstand

BeFree's Competitive Disadvantages:

- 1) Cookie-based tracking system -- can deny affiliate websites a portion of commissions
- 2) Expensive and risky proposition for merchants: no risk-sharing by BeFree: pricing model is based on number of impressions BeFree delivers instead of sales commissions, plus, there are minimum revenues due to BeFree

## C. Spree

381 Brinton Lake Road  
Thornton, PA 19373  
www.spree.com

Spree is an online variety store that sells books, music, flowers, coffee, and gifts, and that rewards third-party websites for referring paying customers to Spree.

When a website becomes a "Spree Independent Partner" (or SIP), the site receives 10% to 29% of Spree's "gross profits" on any sales that site brings to Spree. Spree's compensation plan also includes a multi-level marketing scheme in which Spree encourages its SIPs to recruit new SIPs, paying out cash bonuses based on the new SIPs'



sales. Spree also offers two value-added services to its SIPs:

- Two megabytes of free web server space to create a homepage that can be used to promote Spree products
- 3 free reminder services: an online Address Book, a reminder service called “Never Forget,” and an online Gift Assistant service that recommends Spree gifts.

While Spree claims to be in search of merchants interested in selling their products through the Spree online store, Spree’s primary interest appears to be finding additional SIPs to sell the products it currently offers.

Spree’s Competitive Advantages:

- 1) Ease and simplicity of sign-up process
- 2) Potential for websites to earn large percentages through network marketing
- 3) Lead in developing value-added reminder technologies for its partners

Spree’s Competitive Disadvantages:

- 1) Partner websites have limited access to tracking, accounting functions
- 2) Negative image associated with multi-level marketing scheme
- 3) Limited opportunity for merchants to sell products through partner websites

#### **D. e-Merchant Group, Inc.**

10940 NE 33rd Place, Suite 200  
Bellevue, WA 98004  
[www.e-merchant-group.com](http://www.e-merchant-group.com)

e-Merchant Group has three specialties: building commerce-enabled websites for merchants and manufacturers, aggregating these websites into industry-specific malls, and creating “private label stores” for content-oriented websites who wish to tap into these malls.

e-Merchant Group’s technology creates a mall-like template that allows various merchants and manufacturers to sell their products within a consistent online interface. Websites that wish to create a private label store can select from e-Merchant Group’s list of merchant clients and build a customized, co-branded store hosted by e-Merchant Group. e-Merchant Group can handle all order and payment processing, including credit card transactions, and can even take responsibility for warehousing and order fulfillment through e-Merchant Group partners.

In many ways, e-Merchant Group offers a very similar service to that offered by MicroShops™. The company’s private label stores concept bears great similarity to MicroShops™ and the value propositions they present to merchants and manufacturers closely resemble those offered by MicroShops™. However, e-Merchant Group has built an extremely limited number of private label stores and has chosen to focus only on merchants within two industries: toys and outdoor gear. They also work closely with various Scandinavian companies. According to CEO Lars Asbjornsen, e-Merchant Group intends to remain focused on these limited industries, with the intent of building reputation,

expertise, and exclusive arrangements within each.

e-Merchant Group claims to have developed a technology that enables manufacturers to compensate their current retail distributors financially for online sales. This tool will assist them in their efforts to attract large manufacturers that have long sold goods through established retail channels whom the manufacturers might offend by selling products directly to consumers online.

e-Merchant Group's competitive advantages:

- 1) Established relationships with merchants in a few specific industries
- 2) Co-branded private label stores "retain" site visitors
- 3) Technology that compensates traditional channels for online sales could make solution more appealing to manufacturers

e-Merchant Group's competitive disadvantages:

- 1) Merchants fall into limited industry categories; excessive dependence upon Scandinavian merchants to date
- 2) Limited experience building co-branded stores
- 3) Inferior shopping interface – unattractive, cluttered, and barely co-branded with host sites

## **E. ProActive Web Marketing**

PO Box 146

Beverly, MA 01915

[www.pactive.com/fwiw](http://www.pactive.com/fwiw)

ProActive Web Marketing has a reseller program called "For What I'm Worth," or FWIW. Like LinkShare, this program enables affiliates to send their visitors to fully functional online merchants and receive 5% of sales revenues. FWIW offers websites a unique feature: affiliates are able to mark up the sales price of any goods offered by the Merchant and receive 100% of this premium.

FWIW currently offers affiliates the opportunity to resell the products of only 7 online merchants representing an unfocused collection of products from live lobsters to jewelry. To date, less than 200 affiliates have signed up to become FWIW resellers, although their short history (less than 3 months in March, 1998) makes this low figure slightly more impressive.

Affiliates that wish to participate in FWIW use a unique reseller code which they embed in the link to FWIW online merchants. Also included in this link is the amount that the Host wishes to automatically mark up the merchant's prices (up to the maximum 50% markup).

One of FWIW's major limitations is their "trust me" model for tracking, reporting, and payment. Websites have no way to monitor the amount of money they earn. ProActive promises to contact a participating website through e-mail on the first of every month if that site has earned a commission and reimburse that site within an unspecified timeframe.

FWIW's online merchants are mostly commerce-enabled websites created and operated by ProActive Web Marketing itself. The company has no evident plan to recruit new online merchants.

#### ProActive's Competitive Advantages

- 1) Like LinkShare, it is extremely easy for FWIW websites to sign up and become resellers

#### ProActive's Competitive Disadvantages

- 2) Unlike LinkShare, the company has a very limited network of both online merchants and affiliated websites
- 3) Poor tracking/reporting features
- 4) Inferior and unprofessional appearance

## **F. Realm One**

Realm One is the newest entrant into the Internet affiliate sales program management market. The product is intended to be the low-cost solution in the market, and the level of service offered is lower than that offered by other companies. Their product, called the Gold Rush Affiliate Tracking System, uses an ID# system to enable them to track referrals and sales. This information is compiled into a database which is accessible to both merchants and affiliates to determine commissions accrued to each affiliate.

Realm One offers three pricing plans. The first plan requires a \$250 setup fee and imposes a \$12 fee to each Host/affiliate (paid directly to Realm One) that wishes to participate in a Merchant's Gold Rush program. The second plan requires a \$650 charge and a monthly service fee, charged to the Merchant, depending upon the number of active affiliates in a given month. This second option includes a higher level of technical assistance and 2 weeks of promotion on the Gold Rush website. The following table illustrates the schedule of monthly fees per # of affiliates:

| <i># of Affiliates</i> | <i>Monthly Charge</i>             |
|------------------------|-----------------------------------|
| Up to 75               | \$100                             |
| 75 - 100               | \$150                             |
| 100 - 125              | \$200                             |
| 125 - 175              | \$250                             |
| 175 - 200              | \$300                             |
| 200 - 225              | \$350                             |
| 225 - 250              | \$400                             |
| More than 250          | \$400 +<br>\$2/affiliate over 250 |

*Source: Realm One website*

The third pricing alternative requires a \$2,000 setup fee plus monthly charges based upon the same price schedule outlined above. This alternative includes creation of the

Merchant's website and satisfaction of all technical requirements required to implement the system and to commerce-enable the Merchant.

The Gold Rush Affiliate Tracking System has only been available since January 1, 1998, and it has only been actively promoted since March 1, 1998. The company has been able to attract USA Auction.com, one of several online auction companies, as well as a few other unnamed Merchants.

#### Realm-One's Competitive Advantages

1. Price – The Gold Rush system is the least expensive alternative available to Merchants.
2. Speed of implementation – Realm One states that they can implement a Gold Rush system within a matter of days

#### Realm-One's Competitive Disadvantages

1. Level of service – Gold Rush is purely a tracking system. The company does not provide marketing assistance, affiliate relations assistance, or analysis of affiliate results. Merchants must have a commerce-enabled website in order to use the service.
2. Pricing method – Under the first pricing option, Merchants are likely to have little success in attracting some types of Affiliates, who will likely balk at paying an upfront fee to participate. In the other pricing scenarios, Merchants become obligated to pay fees even if they are not warranted by the sales generated by affiliates.
3. Sales strategy – Realm One is clearly targeting a lower caliber of Merchant than other providers. The pricing of the service and the descriptions provided by the company do not impart a sense of professional integrity, and the newness of the program will exacerbate this factor. However, if the company is able to survive, its longevity will mitigate this disadvantage.

### **G. In-house Solutions**

MicroShops Corporation estimates that 50% of Internet affiliate sales programs will be created and maintained internally by Merchants. The attraction of this alternative is the added control this provides, the incremental knowledge about the online market which is gained through active, direct participation, and the desire to control external expenditures.

Ultimately, many companies which initially pursue an in-house solution may elect to replace their internal approach with an outsourced solution. This will give them the advantages of retaining the central benefits of an Internet affiliate sales program (increased sales) without having to keep pace with technological developments. Additionally, such companies will also benefit from being able to outsource the servicing of affiliates, enabling them to focus on servicing the customers gained through the sales of the products.

### **H. Other Competitors**

Companies that specialize in managing other parts of the Internet Commerce process,

including web design firms, Internet Commerce software and solutions providers, online credit card transaction processors, and online malls, could conceivably create similar programs to those proposed by MicroShops™.

MicroShops™ possesses the necessary resources and strategies to compete effectively with all of the above-listed competitors. Sources of MicroShops™ competitive advantages include: superior MicroShops™ technology, completeness of MicroShops™ end-to-end solution, aggressive MicroShops™ partner/reseller strategy, exclusivity contracts with MicroShops™ Merchants, and the anticipated breadth of MicroShops™ Hosts and Merchants network.

| Feature/Function Analysis   | MicroShops™ | LinkShare | BeFree  | Gold Rush | e-Merchant | FWIW    |
|---|-------------|-----------|---------|-----------|------------|---------|
| <i>General</i>  |             |           |         |           |            |         |
| Highly graphical Host interface   | ✓           | ✓         | ✓       |           |            |         |
| Highly graphical Merchant interface   | ✓           | ✓         | ✓       |           |            |         |
| Easy to administer  | ✓           | ✓         | ✓       |           |            |         |
| Low overhead  | ✓           | ✓         |         | ✓         |            | ✓       |
| Quick Setup   | ✓           | ✓         |         | ✓         |            |         |
| Integration with Merchant system  | ✓           |           | ✓       |           |            |         |
| Host retains control of visitor   | ✓           |           | Partial |           | Partial    |         |
| Merchant has real-time control of product offerings and information for Hosts in particular | ✓           |           |         |           |            |         |
| Auditable tracking system   | ✓           |           |         |           |            |         |
| Real time customizable reporting for Merchants and Hosts                                    | ✓           |           |         |           |            |         |
| Host Settlement processing  | ✓           |           | ✓       |           | ✓          |         |
| Merchant marketing assistance   | ✓           |           | ✓       |           | ✓          |         |
| Customer payment processing   | ✓           |           |         |           | ✓          |         |
| Secure ordering guaranteed  | ✓           |           |         |           | ✓          |         |
| Fulfillment Services Option   | Release 2   |           |         |           | ✓          | Partial |

## ***VII. FINANCE***

- Financial Summary
- Revenue Sources
- Funding Requirements
- How Funds Will Be Used
- Exit/Payback Strategy
- Projected Income Statements

## VIII. APPENDIX – Relevant Research and News

### INTERNET REVENUE ESTIMATES

(From Computerworld.com)

|                                       |        |
|---------------------------------------|--------|
| {PRIVATE}U.S. Internet revenue, 1997  | \$8.5B |
| U.S. Internet revenue, 2001           | \$155B |
| Western Europe Internet revenue, 1997 | \$1.1B |
| Western Europe Internet revenue, 2001 | \$26B  |

Source: International Data Corp.

Date posted: Dec. 29, 1997

|  |         |
|--|---------|
| {PRIVATE}Worldwide Internet revenue, 1997                    | \$13.3B |
| Percent that is generated via sales of products and services | 85%     |

Source: ActivMedia, Inc.

Date posted: Dec. 29, 1997

|  |        |
|--|--------|
| {PRIVATE}Revenue from U.S. security market (firewalls, encryption tool kits, payment security software, ID tokens, intrusion detection software), 1996 | \$525M |
| Revenue in 1997  | \$868M |
| Revenue in 2001  | \$2.8B |
| Average annual growth, '96-2001  | 39%    |

|  |        |
|--|--------|
| {PRIVATE}Revenue from U.S. electronic payments market (payment processing, electronic bill payments, digital currency), 1996 | \$8.3B |
| Revenue in 1997  | \$10B  |
| Revenue in 2001  | 21.2B  |
| Average annual growth, '96-2001  | 21%    |

|  |        |
|--|--------|
| {PRIVATE}Revenue from US. financial services software market (Internet banking software, online trading software, financial management software), 1996 | \$900M |
| Revenue in 1997  | \$1.2B |
| Revenue in 2001  | \$2.9B |
| Average annual growth, '96-2001  | 26.7%  |

|   |        |
|---|--------|
| {PRIVATE}Revenue from U.S. business commerce software market (electronic catalog software, EDI software/services), 1996 | \$1.1B |
| Revenue in 1997   | \$1.6B |
| Revenue in 2001   | \$4.4B |

|  |        |
|--|--------|
| Average annual growth, '96-2001  | 33%    |
| {PRIVATE}Revenue from U.S. commerce content (books, CDs, wine, industrial supplies, plastic resin), 1996 | \$0.9B |
| Revenue in 1997  | \$3.8B |
| Revenue in 2001  | \$228B |
| Average annual growth, 1996-2001   | 217%   |

Source: Piper Jaffray, Inc.

Date: Dec. 29, 1997

### Internet Week: Web Merchants Offer Incentives to Affiliates

February, 1998: A growing number of Web merchants are ready to give away the store -- or at least a healthy cut of sales -- to affiliates that deliver traffic and transactions.

Several developments on tap will drive suddenly red-hot revenue-sharing affiliate programs to new heights.

Online retailer eToys will reveal as early as this week plans to give affiliates a full 25 percent, up from 12 percent, of all sales they drive, leapfrogging the single-digit shares offered by the better-known programs of Amazon.com, BarnesandNoble.com, and other Web retailers.

According to eToys, **the numbers behind affiliate programs give commerce sites compelling rationale to embrace them. Even the most successful Web advertising campaigns can't come close to beating revenue-sharing deals for driving visitors through to a successful online transaction**, eToys executives said.

"From a store perspective, nothing beats a back-end deal. It's really a beautiful thing," said Phil Polishook, vice president of marketing at eToys.

IT managers will face significant technology challenges in implementing affiliate programs. Homegrown systems -- often lacking in significant back-end automation -- are being forced to scale to manage an exponentially growing number of Web sessions, while integrated links to accounting and payment systems are becoming a prerequisite to running a successful affiliate program.

**Commerce vendors have caught wind of the affiliate trend in a big way. Several smaller companies, most notably LinkShare, Be Free, and i-traffic, offer software and managed network services specifically designed to handle these kinds of programs.**

LinkShare, for instance, will release a new version of its Synergy affiliate software later this month that will let stores share anonymous user profiles across its network, enabling merchants and their partners to launch more targeted commerce campaigns. That network carries the transactions of 80 merchants and their 4,000 affiliates.

Why all the hype? "This really represents a maturing of the Internet," said Boston-based The Aberdeen Group analyst Chris Stevens. **"As large commerce players begin to make a substantial portion of their revenue on the Web, they are interested in revenue performance and ROI. These programs are performance-oriented."**

Despite the promise, the technology needs to improve. "No one is merchandising well



across these sites and there's very little analysis going on. This is a complicated network that gets created, but the technology is still a little primitive," said Bill Doyle, an analyst at Cambridge, Mass.-based Forrester Research, which recently published a report that touts the benefits of Web-based affiliate programs.

**In the survey of large commerce sites, 35 percent of the respondents said context-sensitive syndicated selling was their most effective way to drive traffic and sales, compared with just 16 percent for ad banners.**

So what is an affiliate program? The best example may be Amazon.com, which, with more than 30,000 affiliates, has one of the oldest and largest networks on the Internet. Amazon.com lets any qualifying business create a mini-bookstore on its site. The affiliate is provided with a unique account code embedded into a URL. Visitors click on those links and are fed directly to Amazon.com.

Any books purchased are traced back to the referring site, and a share of the revenue -- anywhere from 5 percent to 15 percent in Amazon.com's case -- is split with the affiliate.

From a technology perspective, affiliate programs can be boiled down to a few key elements: real-time session management, user identification and profiling, and back-end application integration, said The Aberdeen Group's Stevens.

EToys is a good example of a company that has built a unique homegrown affiliate platform, yet continues to look for even more robust technologies.

### **New York Times: Web Retailers Find Allies at Sites With Nothing to Sell**

April, 1997: Trying to generate business on the Internet has been likened to dropping your business cards on a Manhattan sidewalk during rush-hour. Almost no one knows you exist, and the few who stumble upon your card are unlikely to be the kind of business contacts you were looking for.

To increase the right kind of inquiries, dozens of online retail stores have set up relationships with information sites that are devoted simply to text, pictures, graphics or music -- without any retail component of their own.

The practice -- known variously as "syndicated selling," "online franchising" or "associates programs" -- allows retail sites to link with information sites to alert Web travelers where they can find products they are interested in. In return, the information sites receive a commission on any sales generated through the link. The information sites are not restricted to giant corporations; even mom-and-pop sites are becoming players in this field.

**"Syndicated selling is a recent, but very fundamental, part of the Internet direct marketing business," said Mary Modahl, an analyst at Forrester Research, and a co-author of a report on the subject. "It's the difference between having one store and having 5,000. Obviously, the more points of sale you have the better."** According to Ms. Modahl, the practice will continue to grow as consumers overcome security and privacy concerns and become more comfortable with shopping online.

The best known of these programs is the associates program at Amazon.com, the largest online retailer of books. Since launching the concept in July 1996, it has signed up over 8,000 associates, or partner Web sites, to send potential customers its way. The associates -- ranging from Star Chefs, a site devoted to celebrity cooks, to Puppynet, a site about pure-bred dogs, to Atlantic Monthly magazine -- have a link to Amazon on their sites,

and receive a percentage of the sales generated at Amazon. The commission had been 8 percent on about 300,000 titles. But starting Monday, the commission on those titles has been raised to 15 percent and a 5 percent commission is on about 1.2 million titles that Amazon stocks. Amazon, which is based in Seattle, is preparing to release an initial public offering and is not allowed to talk to the press for several weeks.

Of course, giving and receiving commissions for referrals is nothing new to the business world. Small business owners from travel agents to health club operators have traditionally used incentives to get current customers to bring in their friends and acquaintances. **"What makes these Internet programs significant is that they are specific to the medium," said Scott Smith, a digital commerce analyst at the research firm Jupiter Communications. "The Web allows both the retailers as well as their partners to direct traffic in a mutually beneficial way never before possible."**

On the Web, being listed on the search engines and using advertising banners have been the most common ways of generating traffic to retail sites, but that is often not enough. **"Internet retailers are learning that they need more than advertising," Smith said. "They need to make hard sales. What you're doing is harnessing the power of affinity groups and allowing people to act as agents for you. They have a propensity to buy because of their direct interest in what's being offered."**

Almost every major retailer on the Web has a similar program either online or in the works. CD Now, the largest of the Internet music retailers, has made a major push to sign up partners. "It represents about 10 percent of our business right now, and we expect it to grow to 15 percent within the next four months," said Jason Olim, president of CD Now. The company, based in Philadelphia, says it sells over a million dollars of music a month and has about 200,000 registered shoppers.

These referral programs are structured in a variety of ways. Some, like Amazon, pay a percentage of sales generated from the visit as a commission. Others, like Cbooks Express, an online computer bookstore, pay a flat \$10 fee for each new customer who makes a purchase at the host site. CD Now has two types of deals. One is a "cosmic credit" program that is a simple link from a content site (typically smaller sites run by amateur music lovers) that get a 5 percent commission for in-store merchandise. The other is a more sophisticated "merchandising partnership" with large sites (such as AT&T Worldnet and Pathfinder). These higher-level partnerships involve cash deals that are privately negotiated. About 2,000 sites have signed on for the cosmic credit program and over 25 companies are merchandising partners.

**For the stores, these referrals offer advantages over other Internet sales options. Being part of an Internet shopping mall, for instance, usually means a limited number of visitors, while a single site makes it difficult to attract new customers because they have to come to the site on their own. Syndicated selling, on the other hand, allows the marketer to reach audiences according to their areas of interest, and allows multiple points for entry to its site.**

**But the most important feature of the syndicated selling technique is that the host site can offer items for sale without having to invest in expensive support.**

"Providing good content is hard enough to do without having to do the whole business side of retailing," said Joe Vella, founder and president of Jazz Online, a leading provider of jazz information, which has a partnership with CD Now. "I couldn't do as good a job as a true retailer. The expenses would be prohibitive."

**Softer sell equals harder time for Web marketers**

December, 1997: Despite widespread projections for strong online ad revenue growth over the next few years -- to as much as \$7 billion annually, according to Forrester Research -- **marketers looking to simply polish their image via the Web are in for a tough ride**, according to a speaker at Internet World.

Blame the troubles for so-called brand advertisers on low bandwidth, insufficient audience reach for most Web content publishers and a media environment that's overly difficult for ad agency executives to negotiate, says Mary Modahl, group director of new media research at Forrester.

**"We expect brand advertising to be fairly flat" over the next few years**, Modahl said during a panel Monday on online marketing, sponsored by Adweek magazine during Fall Internet World '97 in New York City. (At the same time, Modahl said, there will be rapid development in the direct marketing arena, with business-to-business commerce exploding into a \$183 billion industry by the year 2002 and retail commerce reaching \$17 billion.)

The brand problem is that big-name consumer companies have been experimenting during the past year with image-based advertising on the Net -- the kinds of ads that often appear on television and aren't geared toward actually selling products as much as building awareness or interest among consumers.

Marketers are "crestfallen" over the results, says Modahl. As a result, some companies will begin pulling back their efforts.

"To do brand advertising, companies need an ambient presentation," like the slick, high-quality commercials on TV. "They need Cindy Crawford," Modahl quipped, making a reference to the sultry supermodel who is a popular TV commercial star for Pepsi and Revlon, among others.

"It's very difficult to do it over a 28.8 modem."

But in the long term, by the years 2000 to 2002, when cable modems finally reach millions of American households and the Net audience swells up to 40 million active users, brand advertising will finally realize its potential.

**In the meantime, Web content publishers who rely on advertising revenues to stay alive shouldn't despair because a new model, what Modahl calls "syndicated selling," is emerging.**

Syndicated selling is a network approach to direct marketing -- a tactic perfected by online book seller Amazon.com, which through content-site partnerships created 15,000 different points of sale within a 15-month time frame. **Syndicated selling, done via interactive banners on Web sites or links that promote products relevant to a publisher's online content, "is the model that will really be successful for companies,"** Modahl says. Barnes & Noble and CDNow also have established this kind of program, which splits revenues from products sold with the content partners.

**Particularly effective will be interactive ads that allow transactions right within the banners, such as the ones for New Balance shoes that let customers choose which shoe is right for their activity level.**

"Interactivity raises the value of advertising; the level of engagement of the viewer is higher," Modahl says.

Separately, a study released on Internet advertising effectiveness Monday seems to back

up Modahl's assertion. Conducted by Connecticut research firm ASI Interactive and Grey Interactive, the study found that the most effective ad models were those that featured some kind of interactive element. Based on ad models tested on the Hearst HomeArts and PC World sites, the study found that when an interactive element-something that lets people fill out information or pull down a window, for example-was added to a banner, the click-through rate increased by 70 percent.

The study was sponsored by Intel, Softbank and the Advertising Research Foundation.

### **MediaCentral: E-Commerce Software/Services Market to Double in Next Six Months**

February, 1998: **The electronic commerce marketplace will double in the next six months with major use coming from the financial, wholesale/retail, information technology and manufacturing industries**, according to a survey conducted by the Information Technology Association of America (ITAA).

The survey also found that the business-to-business electronic commerce marketplace is poised for the most significant growth, to an eventual level of between \$2 billion and \$3 billion.

**Half of all e-commerce revenue is derived from services**, according to the survey. In addition:

- Electronic commerce revenue is split evenly between software and services
- The health/medical, insurance and transportation/utilities industries are lagging behind the others
- **The primary channel for selling e-commerce products was through direct sales**, which cited by 74% of respondents

Another top benefit noted in the survey is decreased overhead costs from interfacing to back-end functions (61%). This response indicates that businesses expect to gain the most advantage by streamlining their processes rather than by simply increasing sales by adding the Internet as a new channel.

### **Techweb: Companies expect quick pay-offs from E-Commerce**

December, 1997: **Nearly two thirds of US companies will be conducting E-Commerce within a year and 68 percent of all companies believe that E-Commerce demands a reevaluation of traditional business models**, according to a survey by CMP Research. The number of large and medium-sized companies engaging in E-commerce will increase by up to 50 percent in the next year. 40 percent of US companies currently conduct business on the Internet and a further 23 percent intend on starting in the next year. Of those currently conducting E-Commerce and those intending to go online, 64 percent expect that costs will be paid off within a year. 48 percent of current users use public Internet and 42 percent use private Internet Protocol networks or virtual networks. "

### **Techserver: Small to Medium-sized Businesses Embrace the Internet in the US**

February, 1998: A survey carried out to ascertain the extent of penetration of the Internet on US SME's found that **awareness of the potential of the Internet for business is increasing**.

Of the 550 Small to Medium sized businesses surveyed in Dun & Bradstreet's latest survey, 47 percent said they had access to the Internet, this is compared to last year when a paltry 5 percent said they saw the Internet as a important tool for a business.

35 percent of those surveyed maintain a website and one third of those actively engage in online business transactions. Senior Vice President of D&B commented, **"The anticipated**

**march to the World Wide Web has undeniably begun by the critical mass of American businesses**, however, for some, the "march" has evidently begun with just a few small steps."

## ***IX. Glossary***



## Digital River Contract Cover Sheet

Date 1-28-97 Product Mgr Chris Faris

Developer Name Octal Publications Ltd

Key Contact Geoff Wells

Phone # 905-725-0888 E-Mail Address octal@~~magica~~<sup>ican.net</sup>

WWW Address www.durhamweb.com/www

Contract Type: ESD \_\_\_\_\_ HOST \_\_\_\_\_ Fulfillment Dealer

List Products & Pricing Below:

**COPY**